



OPERATIONAL CIRCULAR

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**Subject: DEPARTMENT OF HEALTH AGENCY SPECIFIC AGREEMENT 2003
PSAAG 41 OF 2003**

On 15 July 2003 an Agency Specific Agreement between the Community and Public Sector Union/Civil Service Association and the Department of Health was registered.

The Department of Health Agency Specific Agreement is to be read in conjunction with the Public Service General Agreement 2002 and the Public Service Award 1992.

The agreement alters Flexitime Arrangements by replacing Clause 16, sub clause (3) paragraphs (c), (d), (e), (h) and (i) of the Award. The changes are summarised below:

- The notion of Core Periods when officers must be at work has been abolished. Officers can now select their own starting times within the hours of 7.00am and 6.00pm, subject to approval by their supervisor.
- Meal breaks of a minimum of 30 minutes must be taken each day at least every 5 hours, but need not be between 12.00 and 2.00pm as stated in the award.
- Meal breaks exceeding one hour to a maximum of 2 hours must be approved by the supervisor. The award only allows for a maximum meal break of 90 minutes, with any break longer than 45 minutes needing approval by the supervisor.
- Employees in classification levels 1-5 inclusive can build up 15 credit hours, up from the award's 7.5 hours.
- Employees in classification levels 1-5 inclusive may incur debit hours of 7.5 without loss of pay, up from the award's 4 hours, subject to supervisor approval and subject to the deficit being cleared within one settlement period of it being incurred.
- The Employer may require the employee to make up any deficit hours for operational reasons.

Any disputes in relation to the Flexitime Arrangements are to be resolved through the Dispute Settlement Procedure outlined in the Agreement.

A copy of the agreement is attached.

Rob Lindsay
ACTING DIRECTOR
WORKFORCE DIRECTORATE

DEPARTMENT OF HEALTH

AGENCY SPECIFIC AGREEMENT

2003

NO LONGER APPLICABLE

TITLE

This Agreement shall be known as the Department of Health Agency Specific Agreement 2003.

2. ARRANGEMENT

1. Title
2. Arrangement
3. Definitions
4. Purpose of Agreement
5. Application and Parties Bound
6. Term of Agreement
7. No Further Claims
8. Dispute Settlement Procedures
9. Flexitime Arrangements
10. Signature of Parties

3. DEFINITIONS

For the purposes of this Agency Specific Agreement the following definitions shall apply:

“Agency” means Department of Health

“Agency Specific Agreement” means Department of Health Agency Specific Agreement PSA AG XX of 2002.

“Award” means the Public Service Award 1992 No. PSA A4 of 1989

“Employee” means public service officers and executive employees employed by the employer under Part 3 of the *Public Sector Management Act 1994*.

“Employer” means the Director General of Health.

“General Agreement” means the Public Service General Agreement PSA AG 24 of 2002 or its replacement.

“Union” means the Civil Service Association of Western Australia Incorporated.

“WAIRC” means the Western Australian Industrial Relations Commission.

4. PURPOSE OF AGREEMENT

The parties agree that the purpose of this Agency Specific Agreement is to provide for employment conditions specific to the Department of Health in accordance with Clauses 9 and 25 of the General Agreement.

5. APPLICATION AND PARTIES BOUND

- 5.1 The parties bound by this Agency Specific Agreement are the Civil Service Association of WA Inc and the Director General of Health.
- 5.2 This Agency Specific Agreement does not replace the General Agreement.
- 5.3 This Agency Specific Agreement shall apply to all employees who are members or eligible to be members of the Union and who are covered by the General Agreement and the Award.
- 5.4 This Agency Specific Agreement shall be read in conjunction with the Award and the General Agreement.
- 5.5 Where the provisions of the Award are inconsistent with this Agency Specific Agreement, the provisions of this Agency Specific Agreement shall prevail.
- 5.6 Where the provisions of this Agency Specific Agreement are inconsistent with the General Agreement, the provisions of the General Agreement shall prevail, other than the provisions of Clause 5 – Application and Parties Bound and Clause 6 – Term of Agreement.
- 5.7 At the date of registration the approximate number of employees covered by this Agency Specific Agreement is 481.

6. TERM OF AGREEMENT

- 6.1 This Agency Specific Agreement shall operate from the date of registration in accordance with Section 41 of the Industrial Relations Act 1979 and will expire on 31 December 2004.
- 6.2 The parties to this Agency Specific Agreement agree to re-open negotiations for a replacement agency specific agreement at least six (6) months prior to the expiry of this Agreement with a view to implementing a replacement agreement where applicable, operative from 1 January 2005.

7. NO FURTHER CLAIMS

The parties to this Agency Specific Agreement undertake that for the term of this Agreement there will be no further claims on matters contained in this Agreement, except where provided for through the General Agreement.

8. DISPUTE SETTLEMENT PROCEDURES

- 8.1 Any questions, disputes or difficulties arising under the Agency Specific Agreement or in the course of the employment of employees covered by the Agency Specific Agreement shall be dealt with in accordance with this clause.
- 8.2 The employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three (3) working days. An employee may be accompanied by a union representative.
- 8.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three (3) working days. An employee may be accompanied by a union representative.
- 8.4 If the dispute is still not resolved, it may be referred by the employee/s or union representative to the Director General or his/her nominee.

8.5 Where the dispute cannot be resolved within five (5) working days of the union representatives' referral of the dispute to the Director General or his/her nominee, either party may refer the matter to the WAIRC.

8.6 The period for resolving a dispute may be extended by agreement between the parties.

8.7 At all stages of the procedure the employee may be accompanied by a union representative.

9. FLEXTIME ARRANGEMENTS

9.1 This clause replaces Clause 16, sub clause (3), paragraphs (c), (d), (e), (h) and (i) of the Award.

9.2 Within the constraints of the flexitime roster and subject to their supervisor's approval, employees may select their own starting and finishing times within the normal span of hours from 7.00am to 6.00pm.

9.3 A minimum refreshment break of 30 minutes must be taken during each working day, and at least every 5 hours. Refreshment breaks exceeding one hour to a maximum of two hours require prior supervisor approval. Refreshment breaks do not count as work hours.

9.4 Employees in classification levels 1 to 5 inclusive will be entitled to build up credit hours, over and above the normal working week of 37.5 hours, to a rolling maximum of 15 hours per settlement period of 4 weeks. Any hours over and above the 15 hour limit will not be credited to the employee.

9.5 Employees in classification levels 1 to 5 inclusive may incur a temporary deficit in their working hours of up to 7.5 hours without loss of pay provided that the employee has sought prior approval from their supervisor and the deficit is cleared within one settlement period of it being incurred.

The employer reserves the right to require the employee to make good any deficit hours for operational reasons. Debit hours in excess of 7.5 hours, or that have not been approved or cleared in accordance with this subclause, shall be treated as leave without pay.

Employees having excessive debit hours may be placed on standard working hours in addition to being required to take leave without pay

NO LONGER APPLICABLE

10. SIGNATURES OF PARTIES

.....
Mike Daube
Director General of Health
Department of Health

Date

.....
Toni Walkington
General Secretary
The Civil Service Association of WA Inc

Date

NO LONGER APPLICABLE