

GOVERNMENT SERVICES (MISCELLANEOUS) GENERAL AGREEMENT 2007

Implementation Guidelines and Explanatory Notes

December 2007

INTRODUCTION

This document provides assistance in implementing the Government Services (Miscellaneous) General Agreement 2007 (the Agreement).

A copy of the Agreement can be accessed at www.health.wa.gov.au/awardsandagreements.

These implementation guidelines and explanatory notes should be read in conjunction with the Agreement, it is not intended to be a stand alone document. This document only intends to provide assistance in implementing those changes that affect WA Health employees engaged pursuant to the Catering and Tea Attendants (Government) Award 1982, the Children's Services (Government) Award 1989 and the Miscellaneous Government Conditions and Allowances Award 1982.

The Agreement replaces the Government Services (Miscellaneous) General Agreement 2005 and the Children's Services Government General Agreement 2004. The Agreement is read in conjunction with the Catering and Tea Attendants (Government) Award 1982, the Children's Services (Government) Award 1989 and the Miscellaneous Government Conditions and Allowances Award 1982.

Where the provisions of the relevant award and the Agreement are inconsistent, the provisions of the Agreement prevail.

EXPLANATORY NOTES

Government Services (Miscellaneous) General Agreement 2007

Clause 1. – Title

The title of the Agreement is the Government Services (Miscellaneous) General Agreement 2007, which replaces the Children's Services Government General Agreement 2004 AG 282 of 2004 and the Government Services (Miscellaneous) General Agreement 2005 AG 7 of 2006.

Clause 5. – Application and Parties Bound

This clause identifies the parties bound by the Agreement and the employees to whom the Agreement applies.

Clause 6. – Term of Agreement

The Agreement is effective from the date of registration of the Agreement.

The Western Australian Industrial Relations Commission 'registered' the Agreement on 18 May 2007 and the Agreement expires on 31 December 2009. The 1st pay increase of 4.5% is effective from the first pay period on or after 1 January 2007.

The parties agree to commence negotiations for a replacement agreement at least six months prior to the expiry of the Agreement with a view to implement a replacement agreement operative from 1 January 2010.

Clause 7. – Relationship to Parent Awards

The parent awards, which have application within WA Health, are the Catering and Tea Attendants (Government) Award 1982, the Children's Services (Government) Award 1989 and the Miscellaneous Government Conditions and Allowances Award 1992.

Where the provisions of the relevant award and the Agreement are inconsistent, the provisions of the Agreement prevail.

Clause 7. – No Further Claims

The parties agree that there will be no further claims for salary increases or for matters contained in the Agreement for the term of the Agreement, except where specifically provided for.

Clause 9. – Core Conditions

Except where specifically provided for the core conditions of employment shall be the terms and conditions of the Agreement and the following provisions from the relevant awards:

Catering and Tea Attendants (Government) Award 1982:

- a) Clause 7 – Contract of Service;

- b) Clause 8 – Hours, in respect to 38 hours per week only;
- c) Clause 11 – Casual Employees;
- d) Clause 12 – Part Time Employees;
- e) Clause 18 – Public Holidays;
- f) Clause 19 – Annual Leave, including leave loading; and
- g) Clause 26 – Higher Duties Allowance.

Children’s Services (Government) Award 1989 No A29 of 1985:

- h) Clause 6 - Contract of Service;
- i) Clause 7 – Hours, in respect to 37.5 or 38 Hours per week only;
- j) Clause 11 - Public Holidays; and
- k) Clause 12 - Annual Leave, including leave loading.

Miscellaneous Government Allowances and Conditions Award 1992:

- jj) Clause 10 – Cultural Ceremonial Leave;
- kk) Clause 11 – Purchased Leave – 44/52 Wages Arrangement;
- ll) Clause 12 – Deferred Wages Arrangement;
- mm) Clause 13 – Blood/Plasma Leave;
- nn) Clause 14 – Emergency Services Leave;
- oo) Clause 15 – Defence Force Reserves Leave;
- pp) Clause 17 – Salary Packaging;
- qq) Clause 19 – Right of Entry;
- rr) Clause 18 – Employment Records;
- ss) Clause 20 – Trade Union Training Leave;
- tt) Clause 21 – Leave to Attend Union Business;
- uu) Clause 28 Collection of Banking Details;
- vv) Clause 31 – Witness and Jury Service;
- ww) Clause 30 – Union Facilities For Union Representatives;
- xx) Clause 33 – Traineeships; and

yy) Clause 35 – Access to Award.

Clause 11. – General Employment

The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, including work, which is incidental or peripheral to the employee's main tasks or functions.

Clause 12 – Modes of Employment

An additional situation has been added where fixed term and casual contracts may be used:

12.2 (j) the substantive occupant working in another position that may involve higher duties.

New commitment included that the employer will review the status of all existing employees employed on fixed term contracts and identify those who will qualify for ongoing employment.

Following the review, the employer will provide a list of employees to be made permanent and those to remain on fixed term contracts. The list will detail the circumstances requiring the use of temporary contracts.

Any dispute regarding the correct status of an employee will be dealt with in accordance with the Dispute Settlement Procedure.

Clause 17. – Wages

The Agreement provides for the following wage increases:

- (a) 4.5% commencing from the first pay period on or after 1 January 2007;
- (b) 4.0% commencing from the first pay period on or after 1 January 2008; and
- (c) 4.0% commencing from the first pay period on or after 1 January 2009.

In addition, the Agreement contains a commitment that if a replacement Agreement covering LHMU Department of Health Support Workers provides for a general wages increase of greater than 4.0% applied in 2009 and/or 2010 then the percentage rate above 4.0% will be applied to this Agreement from the date of application of the increase.

Where the Catering Employees and Tea Attendants (Government) Award 1982 makes provision for service pay that provision shall have no application during the operation of this Agreement.

Clause 22. – Child Care Givers and Canteen Workers - Variations

The parties agree that the Children's Services (Government) Award 1989 be varied by 1 January 2008 in the WAIRC as a result of application No. 20 of 2006 (LHMU Work Value Claim).

The rates of pay under the varied award shall be applied to the child care classifications under this Agreement by agreement of the parties and operate from the first pay period on or after 1 January 2007.

The increases prescribed in this Agreement at Clause 17.2 will be applied to the award rates of pay as follows:

- (a) 4.5% commencing from the first pay period on or after 1 January 2007;
- (b) 4.0% commencing from the first pay period on or after 1 January 2008;
and
- (c) 4.0% commencing from the first pay period on or after 1 January 2009.

Clause 23. – Split Shifts

This clause provides an allowance of \$3.75 per day where an employee is required to work their ordinary hours each day in two shifts where the break between the two shifts is not less than three hours.

The allowance will be adjusted from the date of any wage increase by the same percentage. (Increasing to \$3.90 per day (1 January 2008) and to \$4.06 per day (1 January 2009).

Clause 24. – First Aid Allowance

An employee who has been appointed by the Employer to carry out first aid duties at the worksite and who is suitably qualified in first aid shall be paid a first aid allowance of \$15.50 per fortnight (pro rata for part time employees). The allowance is not payable during any continuous absence of greater than two weeks.

The allowance will be adjusted from the date of any wage increase by the same percentage. (Increasing to \$16.12 per fortnight (1 January 2008) and to \$16.76 per fortnight (1 January 2009).

Clause 27. – Removal Allowance

New clause providing same entitlement relating to removal allowance as applying to Officers engaged under the Public Service Award 1992.

Clause 28. – Parental Leave

Paid parental leave has been increased to:

- 10 weeks paid parental leave (commencing on and from) 1 July 2006
- 12 weeks paid parental leave (commencing on and from) 1 July 2007
- 14 weeks paid parental leave (commencing on and from) 1 July 2008

Changes have also occurred to other components of the parental leave clause including:

- extending unpaid parental leave provisions relating to eligible casuals;
- enhanced provision in relation to transferring to a safe job;

- improved return to work entitlements after parental leave is taken; and
- enhanced communication requirements affecting both the employer and employee's.

For further information regarding parental leave entitlements the current circular can be accessed at <http://intranet.health.wa.gov.au/circularsnew/index.cfm>.

Clause 29. – Personal Leave

Consistent with the standard Government personal leave provisions, a number of enhancements are contained in the Agreement.

Application for Leave

The previous Agreement requirement for a medical certificate after an aggregate of 5 days sick leave in a credit year generally no longer applies. However, where the employer has good reason to believe that the absence may not be reasonable or legitimate, the employer may request evidence be provided. The employer must provide the employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.

An application for personal leave exceeding 2 consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.

The evidence must cover the entire period of the absence.

Travelling Time for Regional Employees

Eligible regional employees have an entitlement to be paid for travelling time up to 38 hours per twelve month period to attend a medical facility where the travel occurs during their ordinary working hours, and where the medical facility is located 240 km or more from their headquarters.

Payment is at the ordinary time rate that would have applied had the employee been at work and includes any higher duties and district allowance. Overtime and shift penalties are not included as part of the travelling time rate. The travelling time is treated as service for all purposes, ie similar to actual working time.

There is no prior qualifying time required for regional employees to access this travelling time, ie the full 38 hours are accessible from the date of commencement in the region.

Travelling time in excess of the prescribed 38 hours per twelve months may be approved by an employer, on a case-by-case basis, and in the context of fair and equitable application of the provision.

All travelling time is subject to the evidentiary requirements outlined in clause 38 subclauses (29) to (33) of the Agreement.

Employees transferring within or between regions without any break of service (as applied in awards generally) retain their original regional anniversary date for the purpose of establishing their travelling time entitlements.

The 240 km minimum is the radius from the employee's headquarters, not the actual road, sea or air travel distance undertaken. This is consistent with the principle and application of the metropolitan 50 km radius.

Travelling time must not be debited against personal leave entitlements. WA Health will separately identify the utilisation of travelling time, ie create a separate pay/leave code for this provision.

Part time and "less than 12 months" fixed term contract employees may access this entitlement on a pro rata basis.

Employees **not** eligible for this travelling time entitlement include:

- (a) casual employees;
- (b) employees on any form of leave without pay including sick leave without pay;
- (c) employees on workers compensation; or
- (d) metropolitan based employees attending medical facilities in regional areas.

Clause 30. – Bereavement Leave

Travelling Time for Regional Employees

This provision provides for the payment of normal salary for travel time undertaken in ordinary working hours where the distance from the work location to the destination is equal to or greater than a radius of 240 kilometres.

The provision applies to eligible regional employees for travel within Western Australia only and is not available for travel interstate or overseas.

Travelling time must not be debited against bereavement leave entitlements. WA Health will separately identify the utilisation of travelling time, ie create a separate pay/leave code for this provision.

The provision applies to each bereavement, rather than per annum, with a maximum of 15 hours (2 days) travel time for each bereavement.

The 240 km minimum distance relates to the radius from the employees work location, not the actual road, sea or air travel distance undertaken, consistent with the principle and application of the metropolitan 50 km radius.

There is no prior qualifying time to access regional travel time ie the provision is accessible from the date of commencement in the region.

The standard evidentiary requirements as detailed in Clause 40(4) also apply to additional travel time requests.

Part time and "less than 12 months" fixed term contract employees are entitled to travelling time on a pro rata basis.

Access to "additional" travel time is at the discretion of the employer.

Casual employees can access this provision for the hours that they had previously been advised were expected to be worked. This can be by way of an indicative roster, determined pre agreed hours; or subject to employer confirmation, hours that the employee would reasonably have been expected to work.

The provision is not available for:

- (a) employees on any form of paid or unpaid leave, including sick leave without pay or workers compensation; and
- (b) metropolitan based employees to travel to regional areas.

Clause 40. – District Allowance

The conditions contained in the District Allowance (Government Wages Employees) General Agreement 2005 apply.

This provides access to district allowance for casual employees on an hourly basis. As with other employees, documentary evidence is required to claim the appropriate full, double or partial allowance. To facilitate the payment for casuals a formula is included in the Agreement to assist calculating entitlement.

Schedule 2A. – Wages

Tea Attendant (C and TA)		31.12.06	01.01.07 4.5 %	01.01.08 4.0%	01.01.09 4.0%
	1.1	\$ 540.30	\$ 595.70	\$ 649.60	\$ 705.40
	1.2	\$ 546.90	\$ 602.80	\$ 657.20	\$ 713.50
	1.3	\$ 552.40	\$ 608.80	\$ 663.60	\$ 720.30

Schedule 2B. – Wages and Definitions – Child Care Givers

SCHEDULE 2B - CHILD CARE GIVERS RATES OF PAY

This Schedule should be read in conjunction with Clause 22.2 of this General Agreement.

Please note that the provisions of Schedule 2B relating to incremental progression, definitions and skill descriptors are materially the same as those contained at Clause 16 – Salaries and Wages of the Children’s Services (Government) Award 1989.

The following rates of pay will apply during the term of the Agreement (subject to any further adjustments pursuant to subclauses 17.3 and 17.4 of the Agreement).

Qualified Child Care Giver Part A				
	31.12.06	01.01.07 4.5 %	01.01.08 4.0%	01.01.09 4.0%
Step 1A	\$671.00	\$701.20	\$729.20	\$758.40
Step 1B	\$696.30	\$727.60	\$756.70	\$787.00
Step 2	\$716.60	\$748.80	\$778.80	\$810.00
Step 3	\$736.50	\$769.60	\$800.40	\$832.40
Step 4	\$756.90	\$791.00	\$822.60	\$855.50
Senior Child Care Giver				
Part A	\$819.30	\$856.20	\$890.40	\$926.00
Child Care Giver				
Part A				
Step 1	\$582.10	\$608.30	\$632.60	\$657.90
Step 2	\$593.20	\$619.90	\$644.70	\$670.50
Step 3	\$603.80	\$631.00	\$656.20	\$682.40
Step 4	\$624.10	\$652.20	\$678.30	\$705.40
Child Care Support Employee				
Part A				
Step 1	\$586.70	\$613.10	\$637.60	\$663.10
Step 2	\$597.70	\$624.60	\$649.60	\$675.60
Step 3	\$608.50	\$635.90	\$661.30	\$687.80
Step 4	\$622.80	\$650.80	\$676.80	\$703.90