



Our Ref: LR0086/2009
Enquiries: Agency Labour Relations
Adviser

CIRCULAR TO DEPARTMENTS AND AUTHORITIES NO. 06 OF 2010

**GOVERNMENT SERVICES (MISCELLANEOUS) GENERAL AGREEMENT 2010 – AG 3
OF 2010**

On 30 July 2010 the WA Industrial Relations Commission (WAIRC) registered the Government Services (Miscellaneous) General Agreement 2010 (General Agreement).

The wage increases under the General Agreement are the result of an arbitrated outcome.

The General Agreement is a rollover agreement and replaces the Government Services (Miscellaneous) General Agreement 2007. Some allowances linked to wage increases have also been varied.

The WAIRC order, a copy of the General Agreement and the salary schedules are attached.

Agencies should now implement the General Agreement in accordance with its terms and conditions. The following effective dates apply to the General Agreement:

- (a) The agreement commences from the first pay period on or from 30 July 2010 and expires on 31 December 2012;
- (b) Salary and several allowance increases apply from the beginning of the first pay period commencing on or from:
 - i) 1 January 2010;
 - ii) 1 January 2011; and
 - iii) 1 January 2012; and
- (c) Employees whose employment ceased prior to 23 July 2010 are not entitled to payment of salaries and conditions under this General Agreement.

Copies of the General Agreement will be available on the WAIRC website shortly at www.wairc.wa.gov.au.

Please contact your adviser if you have any queries concerning the General Agreement.

**BOB HORSTMAN
EXECUTIVE DIRECTOR
LABOUR RELATIONS**

10 August 2010

A1779957

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES THE EXECUTIVE DIRECTOR LABOUR RELATIONS
DIVISION
DEPARTMENT OF COMMERCE,
THE LIQUOR, HOSPITALITY AND MISCELLANEOUS
UNION (WA BRANCH)

APPLICANTS

-v-

(NOT APPLICABLE)

RESPONDENT

CORAM COMMISSIONER S J KENNER
DATE WEDNESDAY, 4 AUGUST 2010
FILE NO/S AG 3 OF 2010
CITATION NO 2010 WAIRC 00743

Result Agreement registered

Representation

Applicants Ms M Gillam on behalf of the Executive Director Labour
Relations Division Department of Commerce
Mr T Clark on behalf of the Liquor, Hospitality and
Miscellaneous Union (WA Branch)

Respondent Not applicable

Order

HAVING heard Ms M Gillam on behalf of the Executive Director Labour Relations Division Department of Commerce and Mr T Clark on behalf of the Liquor, Hospitality and Miscellaneous Union (WA Branch) and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders –

- (1) THAT the Government Services (Miscellaneous) General Agreement 2010 as filed in the Commission on 25 January 2010 and as amended in terms of the following schedule be and is hereby registered as an industrial agreement.

- (2) THAT the Government Services (Miscellaneous) General Agreement 2007 be and is hereby cancelled.

COMMISSIONER S J KENNER

SCHEDULE

1 Title

This Agreement shall be known as the Government Services (Miscellaneous) General Agreement 2010 and replaces the Government Services (Miscellaneous) General Agreement 2007.

2. Arrangement

PART 1. Application of Agreement

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3. Definitions

3.1 For the purposes of the General Agreement the following definitions shall apply:

- a) “Agency” means a respondent listed in Schedule 8.
- b) “Agency Specific Agreement” means an industrial agreement developed in accordance with Clause 10, which will be read in conjunction with the General Agreement and Award.
- c) “Award” means an award listed in Clause 7 of the General Agreement.
- d) “Employees” means persons employed by the respondents listed in Schedule 8 in the classifications referred to in Schedule 2A and 2B.
- e) “Employer” means the respondents listed in Schedule 8.
- f) “General Agreement” means the Government Services (Miscellaneous) General Agreement 2010.
- g) “Partner” means a person who is a spouse or de-facto spouse.
- h) “Union” means the Liquor, Hospitality and Miscellaneous Union, Western Australian Branch.
- i) “WAIRC” means The Western Australian Industrial Relations Commission.

4. Purpose of Agreement

4.1. The parties agree that the purpose of the General Agreement is to:

- a) effect wage increases in accordance with the General Agreement for employees bound by the General Agreement;
- b) in conjunction with the relevant award provide a core set of employment conditions for employees bound by the General Agreement; and
- c) To allow the parties to negotiate agency specific agreements in accordance with clause 10 – agency specific agreements of the general agreement.

5. Application and Parties Bound

- 5.1. This General Agreement shall replace the Government Services (Miscellaneous) General Agreement 2007 in its entirety.
- 5.2. The parties bound by the General Agreement are the Liquor, Hospitality and Miscellaneous Union, Western Australian Branch and the respondents listed in Schedule 8.
- 5.3. The general agreement shall apply to all employees who are members of or eligible to be members of the union and covered by the awards and employed in Western Australia. At the date of registration the approximate number of employees bound by the general agreement is 2233.

6. Term of Agreement

- 6.1 The term of the Agreement is from the date of registration in accordance with Section 41 of the *WA Industrial Relations Act 1979*. The Agreement expires on 31 December 2012.
- 6.2 The parties to the general agreement agree to re-open negotiations for a replacement agreement at least six (6) months prior to the expiry of the general agreement with a view to implement a replacement agreement operative from 1 January 2013.

7. Relationship to Parent Awards

7.1 The General Agreement shall be read in conjunction with the following awards:

- a) Catering Employees and Tea Attendants (Government) Award 1982
- b) Children's Services (Government) Award 1989
- c) Cleaners and Caretakers (Government) Award 1975
- d) Community Welfare Department Hostels Award 1983
- e) Country High School Hostels Award 1979
- f) Cultural Centre Award 1987
- g) Gardeners (Government) Award 1986
- h) Miscellaneous Government Conditions and Allowances Award 1992
- i) Recreation Camps (Department for Sport and Recreation) Award 1975

7.2 Where the provisions of the relevant award and the general agreement are inconsistent, the provisions of this general agreement shall prevail.

8. No Further Claims

- 8.1. The parties to the General Agreement undertake that for the term of the General Agreement there shall be no wage increases sought or granted other than those provided under the terms of the General Agreement. This includes wage adjustments arising out of State Wage Cases. Such increases are to be absorbed in the wages set out in this General Agreement.
- 8.2. The parties to the General Agreement undertake that for the term of the General Agreement there will be no further claims on matters contained in the General Agreement except where specifically provided for.

9. Core Conditions

- 9.1 Except where specifically provided for the core conditions of employment for employees shall be the terms and conditions of the General Agreement and the following provisions contained in the following awards:

Catering Employees 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.

Cleaners and Caretakers (Government) Award 1975:

- l) Clause 2 – Contract of Employment;
- m) Clause 3.1 – Hours, in respect to 38 hours per week only;
- n) Clause 6.4 - Public Holidays;
- o) Clause 6.1 – Annual Leave, including leave loading;
- p) Clause 5.3 – Higher Duties Allowance; and
- q) Clause 4.3 - Supported Wage System.

Community Welfare Department Hostels Award

- r) Clause 6 – Hours, in respect to 38 hours per week only;
- s) Clause 9 – Annual Leave;
- t) Clause 10 – Public Holidays;
- u) Clause 14 – Contract of Service; and
- v) Clause 16 – Mixed Functions.

Country High School Hostels Award 1979

- w) Clause 6 – Hours, except in application to gardeners and/or groundspersons;
- x) Clause 7 – Contract of Service;
- y) Clause 10 – Public Holidays;
- z) Clause 14 – Annual Leave; and
- aa) Clause 16 – Mixed Functions.

Cultural Centre Award 1987

- bb) Clause 6 – Contract of Service;
- cc) Clause 7– Hours, in respect to 38 hours per week only;
- dd) Clause 12 - Annual Leave, including leave loading; and
- ee) Clause 11 - Public Holidays.

Gardeners (Government) Award 1986:

- ff) Clause 6 – Contract of Service;
- gg) Clause 7 – Hours, in respect to 38 hours per week only;
- hh) Clause 10 – Public Holidays;
- ii) Clause 13 – Annual Leave, including leave loading; and
- jj) Clause 24 – Higher Duties Allowance.

Miscellaneous Government Allowances and Conditions Award 1992:

- kk) Clause 10 – Cultural Ceremonial Leave;
- ll) Clause 11 – Purchased Leave – 44/52 Wages Arrangement;
- mm) Clause 12 – Deferred Wages Arrangement;
- nn) Clause 13 – Blood/Plasma Leave;
- oo) Clause 14 – Emergency Services Leave;
- pp) Clause 15 – Defence Force Reserves Leave;
- qq) Clause 17 – Salary Packaging;
- rr) Clause 19 – Right of Entry;
- ss) Clause 18 – Employment Records;
- tt) Clause 20 – Trade Union Training Leave;
- uu) Clause 21 – Leave to Attend Union Business;
- vv) Clause 28 Collection of Banking Details;
- ww) Clause 31 – Witness and Jury Service;
- xx) Clause 30 – Union Facilities For Union Representatives;
- yy) Clause 33 – Traineeships; and
- zz) Clause 35 – Access to Award.

Recreation Camps (Department for Sport and Recreation) Award 1975

- aaa) Clause 5 – Contract of Service;
- bbb) Clause 6 – Hours, in respect to 38 hours per week only;
- ccc) Clause 10 – Annual Leave, including leave loading; and
- ddd) Clause 11 – Public Holidays.

10. Agency Specific Agreements

- 10.1. The primary vehicle for regulating pay and conditions for employees shall be the relevant award and the General Agreement.
- 10.2. Core conditions of employment referred to in Clause 9 of the General Agreement cannot be the subject of an agency specific agreement.
- 10.3. The parties accept that agency specific agreements will only be made in the following circumstances:
 - a) where an existing agency specific agreement is due to expire and the parties seek to register a replacement agency specific agreement; or
 - b) where arrangements are agreed by the parties to be necessary due to the nature of work undertaken or the environment in an agency.

10.4 Should the parties be unable to reach agreement the matter may be referred to the WAIRC.

PART 2. TYPES OF EMPLOYMENT

11. General Employment

11.1. 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.

11.2. A person may be appointed full time or part time:

- a) on an ongoing basis; or
- b) fixed term.

11.3. A person may be appointed on a casual basis.

11.4. Employees appointed either on an ongoing basis or for a fixed term shall be advised in writing of the terms of their appointment and such advice shall specify the dates of commencement, hours of work and in the case of fixed term contracts the cessation date of the contract.

12. Modes of Employment

12.1. Except as otherwise provided by this Clause employees will be employed on an ongoing basis.

12.2. Fixed term and casual contracts may only be used in the following circumstances:

- a) special projects;
- b) to temporarily fill vacancies, where a decision has been made to fill that vacancy, whilst the recruitment process is undertaken;
- c) to fill vacancies due to:
- d) parental leave;
- e) long service leave;
- f) personal leave;
- g) workers compensation;
- h) secondments;
- i) leave without pay;
- j) the substantive occupant working in another position that may involve higher duties.
- k) other forms of leave as prescribed in the General Agreement and relevant award; and
- l) any other situations as agreed between the employer and the union either at an industry or local level.

12.3. The parties agree that employees who are currently employed on fixed term contracts and who are not employed in the circumstances as prescribed in subclause 12.2 of this Agreement shall be made permanent.

12.4. To achieve the object of subclause 12.3, the employer will review the status of all existing employees employed on fixed term contracts and identify those who will qualify for ongoing employment.

12.5. The employer undertakes to complete the review of fixed term contract employees and to provide a list of employees to be made permanent and those to remain on fixed term contracts to the union. This list will detail the circumstances requiring the use of temporary contracts as listed in subclause 12.2.

12.6. Where there is a dispute between the parties concerning the correct status of an employee it shall be dealt with in accordance with clause 39. Dispute Settlement Procedures of this agreement.

13. Induction

All new employees shall participate in an appropriate induction program in accordance with the employer's Staff Induction Policy.

14. Period of Probation

14.1. All employees appointed by the employer shall initially be employed on a probationary period not exceeding three (3) months.

14.2. Prior to the expiry of a probationary period of employment, the employer shall:

- a) confirm the appointment; or
- b) where performance issues have been identified and appropriate support and training to enhance performance have been documented the employee's period of probation may be extended for a further period as determined by the line manager, but shall not exceed a further three (3) months; or
- c) terminate the appointment due to unsatisfactory performance.

15. Casual Employment

15.1. A casual employee shall mean an employee engaged on an hourly basis for a period not exceeding four (4) weeks in any workplace.

15.2. Casual employees shall receive a 20% loading in lieu of annual and personal leave and public holidays.

15.3. The employment of a casual employee may be terminated at any time by the casual employee or the employer giving to the other, one hour's prior notice. In the event of the employer or the casual employee failing to give the required notice, one (1) hour's wages shall be paid or forfeited.

15.4. This clause shall not apply to employees covered by the Catering Employees and Tea Attendants (Government) Award 1982.

16. Part Time Employment

16.1. Part time work is defined as work that is regularly undertaken for less than the designated full time hours.

16.2. Part time employees shall be entitled to the same entitlements as a full time employee on a pro rata basis in accordance with hours worked.

16.3. At the time of engagement the employer and the regular part time employee will agree in writing, on a regular pattern of work, specifying the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day. Rostered employees shall be informed of their minimum hours of engagement and the basis upon which rosters are formulated. An agreement concerning a part time employee's ordinary hours of work shall be consistent with the relevant provisions of Clause 11 – Part Time Work of the Miscellaneous Government Conditions and Allowances Award.

16.4. This clause shall not apply to employees covered by the Catering Employees and Tea Attendants (Government) Award 1982.

PART 3. WAGES AND ASSOCIATED ALLOWANCES

17. Wages

- 17.1. The wages provided for by the General Agreement shall be those contained in Schedules 2A and 2B.
- 17.2. The wages provided for by the General Agreement shall be those contained in Schedules 2A and 2B and shall provide for increases:
- a) i) 3.0 % from the first pay period on or after 1 January 2010;
 - ii) 2.75 % from the first pay period on or after 1 January 2011;and
 - iii) 3.0 % from the first pay period on or after 1 January 2012;
- 17.3. 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.
- 17.4. The union agrees that any adjustment made in accordance with the provisions of this clause will not be used as a rationale to claim that relativities need to be adjusted or restored in subsequent agreements.

18. Salary Packaging

- 18.1. An employee may, by agreement with the employer, enter into a salary packaging arrangement in accordance with this clause and Australian Taxation Office requirements.
- 18.2. Salary packaging is an arrangement whereby the entitlements and benefits under the relevant award/s contributing toward the Total Employment Cost (TEC) of an employee - as defined in subclause 18.3 -, can be reduced by and substituted with another or other benefits.
- 18.3. The TEC for salary packaging purposes is calculated by adding the following entitlements and benefits:
- a) the base wage;
 - b) other cash allowances;
 - c) non-cash benefits;
 - d) any Fringe Benefit Tax liabilities currently paid; and
 - e) any variable components.
- 18.4. Where an employee enters into a salary packaging arrangement the employee will be required to enter into a separate written agreement with the employer setting out the terms and conditions of the salary packaging arrangement.
- 18.5. Notwithstanding any salary packaging arrangement, the wage rate as specified in the relevant award is the basis for calculating wage related entitlements specified in the relevant award/s.
- 18.6. Compulsory Employer Superannuation Guarantee contributions are to be calculated in accordance with applicable federal and state legislation. Compulsory employer contributions made to superannuation schemes established under the *State Superannuation Act 2001* and the *Parliamentary Superannuation Act 1970* are calculated on the gross (pre-packaged) wage amount regardless of whether an employee participates in a salary packaging arrangement with their employer.
- 18.7. A salary packaging arrangement cannot increase the costs to the employer of employing an individual.
- 18.8. A salary packaging arrangement is to provide that the amount of any taxes, penalties or other costs for which the employer or employee is or may become liable for and are related to the salary packaging arrangement, shall be borne in full by the employee.

- 18.9. In the event of any increase in taxes, penalties or costs relating to a salary packaging arrangement, the employee may vary or cancel that salary packaging arrangement.

19. Recognition of Prior Service

Where an employee recommences with the employer within three (3) years, the employee shall be placed at the appropriate increment within the appropriate level in consideration of previous relevant service.

20. Supported Wage

20.1 Workers Eligible for a Supported Wage

This clause defines the conditions that will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this clause. In the context of this clause, the following definitions will apply:

- a) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "(Supported Wage System: Guidelines and Assessment Process)";
- b) "Accredited Assessor", means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessment of an individual's productive capacity within the Supported Wage System;
- c) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme; and
- d) "Assessment Instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

20.2 Eligibility Criteria

- a) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension. (This clause does not apply to any existing employee who has a claim against the employer, which is subject to the provisions of workers' compensation legislation, or any provision of the Award relating to the rehabilitation of employees who are injured in the course of their current employment).
- b) This clause also does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s10 or s12A of the Act, or if a part only has received recognition, that part.

20.3 Supported Wage Rates

- a) Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by the Award for the class of work, which the person is performing according to the following schedule:

Assessed Capacity	% of Prescribed Award Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%

70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than the amount prescribed by the relevant authority).

- b) Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

20.4 Assessment of Capacity

For the purpose of establishing the percentage of the Award rate to be paid to the employees, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- a) the employer and the union, in consultation with the employee, or if desired by any of these; or
- b) the employer and an accredited Assessor from a panel agreed by the parties to the Award and the employee.

20.5 Lodgement of Assessment Instruments

- a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award wage rate to be paid to the employee, shall be lodged by the employer with the Registrar of the Commission.
- b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the union is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

20.6 Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

20.7 Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other employees covered by the Award paid on a pro rata basis.

20.8 Workplace Adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

20.9 Trial Period

- a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding four (4) weeks) may be needed.
- b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

- c) The minimum amount payable to the employee during the trial period shall be no less than \$64 per week.
- d) Work trials should include induction or training as appropriate to the job being trialed.
- e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under the provisions of clause 20.4 – Assessment of Capacity.

21. Traineeships

21.1. Definitions

- a) “Part time trainee” means a trainee who is employed for a minimum of 20 hours per week (except in the case of school based traineeships), and has regular and stable hours of work each week, to allow training to occur. Wages and entitlements accrue on a pro-rata basis.
- b) “Traineeship” means a full time or part time structured employment based training arrangement approved by the Western Australian Department of Training where the trainee gains work experience and has the opportunity to learn new skills in a work environment. On successful completion of the traineeship the trainee obtains a nationally recognised qualification.
- c) “Traineeship Training Contract” means the agreement between the employer and the trainee that provides details of the traineeship and obligations of the employer and trainee and is registered with the Western Australian Department of Training.
- d) “Training Plan” means the plan that outlines what training and assessment will be conducted off-the-job and what will be conducted on-the-job and how the Registered Training Organisation will assist in ensuring the integrity of both aspects of the training and assessment process.

21.2. Traineeships

- a) Trainees are to be additional to the normal workforce of the employer so that trainees shall not replace paid workers or volunteers or reduce the hours worked by existing employees.
- b) Training conditions

The arrangements between the employer and the trainee in relation to training are as specified in the Traineeship Training Agreement, as administered by the Department of Training.

- c) Employment conditions
 - (i) the initial period of employment for trainees is the nominal training period endorsed at the time the particular traineeship is established;
 - (ii) completion of the traineeship scheme will not guarantee the trainee future employment in the public sector, but the employer will cooperate to assist the trainee to be placed in suitable employment, should a position arise;
 - (iii) trainees are permitted to be absent from work without loss of continuity of employment to attend off the job training in accordance with the training plan. However, except for absences provided for under the relevant award/s, failure to attend for work or training without an acceptable cause will result in loss of pay for the period of the absence; and
 - (iv) trainees will receive a mix of supervised work experience, structured training on the job and off the job, and the opportunity to practice new skills in a work environment; and
 - (v) overtime and shift work shall not be worked by trainees except to enable the requirements of the training to be effected. When overtime and shift work are worked the relevant allowances and penalties of the relevant award, based on the training wage stated in paragraph (d) will apply. No trainee shall work overtime or shift work on their own.

d) Wages

The wages applicable to trainees shall be as prescribed in the National Training Wage Award 2000 for employees up to and including 20 years of age. Adult trainees will be paid the rate prescribed under the *Minimum Conditions of Employment Act 1993* for the minimum weekly rate of pay for employees 21 or more years of age.

22. Child Care Givers and Canteen Workers - Variations

22.1 The parties agree that in the event that an award is made in the WAIRC that applies to the Canteen Assistants and Canteen Supervisors employed by the Director General of the Department of Education (currently proposed to be the Canteen Employees (Department of Education and Training) Award) ("the new Award") that:-

- a) An Agency Specific Agreement will be made to incorporate the New Award; and
- b) The parties will apply any wage increases provided for in the proposed Canteen Employees (Department of Education and Training) Award. The parties will apply any wage increase provided for in this agreement to the proposed award, which will be incorporated into this agreement by way of an Agency Specific Agreement. Any wage increase granted by way of the proposed award will be backdated to the first pay period on or after 1 January 2010. Any administratively applied increase granted to Canteen Workers will be taken into consideration for the calculation of back pay.

22.2 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 5 to 10 of 2006 (the "Varied Award").

22.3 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 the first pay period on or after 1 January 2007.

22.4 In addition to the varied rates of pay referred to in clause 22.3 above increases of %, % and % shall apply as follows

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

22.5 Clause 22.3 shall not apply where the rates of pay under the varied award are less than the rate current on the first pay period on or after the first pay period on of 1 January 2007 for child care workers under this Agreement.

23. Split Shifts

23.1. Employees who are required to work their ordinary hours each day in two shifts and where the break between the two shifts is not less than three hours, shall be paid an allowance.

23.2. The Allowance is adjusted from the date of any wage increase by the same percentage that has been granted in that wage increase. The Allowance to be paid is as follows:

- a) \$4.18 per day from the first pay period beginning on or after 1 January 2010;
- b) \$4.29 per day from the first pay period beginning on or after 1 January 2011; and
- c) \$4.42 per day from the first pay period beginning on or after 1 January 2012.

24. First Aid Allowance

24.1. This Clause shall replace any Clause providing for a first aid allowance in any relevant award.

- 24.2. For the purposes of this Clause the following expressions shall have the following meanings:
- a) “Employee” means an employee for the purposes of this Agreement.
 - b) “Appointed” means:
 - c) where the employer has nominated a position or office as carrying the extra duties of a first aid attendant and an employee suitably qualified in first aid who has nominated themselves to carry out first aid in the workplace is assigned to such position by the employer.
 - d) “Workplace” means the direct area in which the employee has been employed to work in the ordinary course of their employment.
 - e) “Suitably qualified in first aid” means holding a Senior First Aid Certificate of the St. John Ambulance Association [Australian Standards code HLTFA1A] or a senior First Aid Statement of Attainment [Australian Standards Code HLTFA301B] of the Australian Red Cross Society.
- 24.3. 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.
- 24.4. The Allowance is adjusted from the date of any wage increase by the same percentage that has been granted in that wage increase. The Allowance to be paid is as follows:
- a) \$17.27 per fortnight from the first pay period beginning on or after 1 January 2010;
 - b) \$17.74 per fortnight from the first pay period beginning on or after 1 January 2011; and
 - c) \$18.27 per fortnight from the first pay period beginning on or after 1 January 2012.
- 24.4. Where a part-time employee is eligible for the payment of an allowance under this Clause such allowance shall be calculated on a pro-rata basis having regard for any variations to the employee’s working hours over that fortnight.
- 24.5. The first aid allowance will not be paid during any continuous absence of greater than two (2) weeks in cases where the employer has confirmed in writing that a nominated employee has been appointed to carry out first aid but where a nominated position or office is designated as a first aid position, an employee will only receive the first aid allowance whilst occupying such designated position.
- 25. Shoe Allowance**
- 25.1. This Clause shall only apply to employees of the Department of Culture and Arts and the Department of Treasury and Finance.
- 25.2. Each employee shall be paid a shoe allowance on the production of receipts.
- 25.3. The Allowance is adjusted from the date of any wage increase by the same percentage that has been granted in that wage increase. The Allowance to be paid is as follows:
- a) \$89.12 per annum from the first pay period beginning on or after 1 January 2010;
 - b) \$91.57 per annum from the first pay period beginning on or after 1 January 2011; and
 - c) \$94.32 per annum from the first pay period beginning on or after 1 January 2012.
- 25.3. Where a part-time employee is eligible for the payment of an allowance under this Clause such allowance shall be calculated on the proportion of total hours worked by the employee in that year to the total ordinary hours had the employee been employed on a full-time basis for the year.
- 25.4. The Allowance will be adjusted at the commencement of a replacement agreement in accordance with the movement in the Consumer Price Index for Perth Capital City for the period of time of the previous agreement, as published by the Australian Bureau of Statistics.

26. Taxi and Parking Allowance

- 26.1. This clause shall only apply to employees working at the Fremantle Maritime Museum and Fremantle Prison.
- 26.2. Employees shall be provided with free parking by their employer.
- 26.3. Where an employee ceases work after 11pm and requests a taxi voucher for immediate use between the museum and the employee's home the employee shall be entitled to receive a free taxi voucher for travel between the museum and their home.

27. Removal Allowance

- 27.1. When an employee is transferred in the public interest, or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the employee has no control, the employee shall be reimbursed:
- a) The actual reasonable cost of conveyance of the employee and dependants.
 - b) The actual cost (including insurance) of the conveyance of an employee's household furniture effects and appliances up to a maximum volume of 45 cubic metres, provided that a larger volume may be approved by the Employer in special cases.
 - c) An allowance of \$546.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an employee is required to transport his or her furniture, effects and appliances provided that the Employer is satisfied that the value of household furniture, effects and appliances moved by the employee is at least \$3,273.00.
 - d) Reimbursement of reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum amount of \$171.00.
- 27.2. Pets are defined as dogs, cats, birds or other domestic animals kept by the employee or the employee's dependants for the purpose of household enjoyment.
- 27.3. Pets do not include domesticated livestock, native animals or equine animals.
- 27.4. An employee who is transferred solely at his or her own request or on account of misconduct must bear the whole cost of removal unless otherwise determined by the Employer prior to removal.
- 27.5. An employee shall be reimbursed the full freight charges necessarily incurred in respect of the removal of the employee's motor vehicle. If authorised by the Employer to travel to a new locality in the employee's own motor vehicle, reimbursement shall be as follows: -
- a) Where the employee will be required to maintain a motor vehicle for use on official business at the new headquarters, reimbursement for the distance necessarily travelled shall be on the basis of the appropriate rate prescribed by subclause (2) of –the Motor Vehicle Allowance clause of the relevant Award.
 - b) Where the employee will not be required to maintain a motor vehicle for use on official business at the new headquarters reimbursement for the distance necessarily travelled shall be on the basis of one half (½) of the appropriate rate prescribed by subclause (3) of the Motor Vehicle Allowance clause of the relevant Award.
 - c) Where an employee or his/her dependants have more than one vehicle, and all the vehicles are to be relocated to the new residence, the cost of transporting or driving up to two vehicles shall be deemed to be part of the removal costs.
 - d) Where only one vehicle is to be relocated to the new residence, the employee may choose to transport a trailer, boat or caravan in lieu of the second vehicle.
- 27.6. The employee may be required to show evidence of ownership of the trailer, boat or caravan to be transported.

- 27.7. If the employee tows the caravan, trailer or boat to the new residence, the additional rate per kilometre is to be three cents per kilometre for a caravan or boat and two cents per kilometre for a trailer.
- 27.8. The employee shall, before removal is undertaken obtain quotes from at least two carriers which shall be submitted to the Employer, who may authorise the acceptance of the more suitable: Provided that payment for a volume amount beyond 45 cubic metres shall not occur without the prior written approval of the employer.
- 27.9. The Employer may, in lieu of conveyance, authorise payment to compensate for any loss in any case where an employee, with prior approval of the Employer, disposes of his or her household furniture effects and appliances instead of removing them to the new headquarters: Provided that such payments shall not exceed the sum which would have been paid if the employee's household furniture effects and appliances had been removed by the cheapest method of transport available and the volume was 45 cubic metres.
- 27.10. Where an employee is transferred to government owned or private rental accommodation, where furniture is provided, and as a consequence the employee is obliged to store furniture, the employee shall be reimbursed the actual cost of such storage up to a maximum allowance of \$1015.00 per annum. Actual cost is deemed to include the premium for adequate insurance coverage for the value of the furniture stored. An allowance under this subclause shall not be paid for a period in excess of four years without the approval of the employer.
- 27.11. Receipts must be produced for all sums claimed.
- 27.12. New appointees to the public authority shall be entitled to receive the benefits of this clause if they are required by the employer to participate in any training course prior to being posted to their respective positions in the public authority. This entitlement shall only be available to employees who have completed their training and who incur costs when moving to their first posting.
- 27.13. An employer may agree to provide removal assistance greater than specified in this General Agreement or the Award and if in that event that the employee to whom the benefit is granted elects to leave the position, on a permanent basis, within twelve months, the employer may require the employee to repay the additional removal assistance on a pro rata basis. Repayment can be deducted from any monies due to the employee.
- 27.14. For the purposes of this subclause, "elects to leave the position," means the employee freely chooses to leave the position in the ordinary course of promotion, transfer or resignation and this necessitates the employer obtaining a replacement employee.
- 27.15. The amounts specified in subclauses 27.1(c), 27.1(d) and 27.6 shall be amended as and when required consistent with changes to the equivalent amounts specified in the award.

PART 4. LEAVE OF ABSENCE

28. Parental Leave

28.1. Definitions

- a) "Employee" includes full time, part time, permanent, fixed term contract and "eligible" casual employees.
- b) A casual employee is "eligible" if the employee -
- (i) has been engaged by the public sector on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve (12) months; and
 - (ii) but for an expected birth of a child to the employee or the employee's spouse or de facto partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement by the employer on a regular and systematic basis.
- c) Without limiting 28.1(b), a casual employee is also "eligible" if the employee -

- (i) was engaged by the public sector on a regular and systematic basis for a sequence of periods during a period (the first period of employment) of less than twelve (12) months; and
 - (ii) at the end of the first period of employment, the employee ceased, on the employer's initiative, to be so engaged by the public sector employer; and
 - (iii) the public sector employer later again engaged the employee on a regular and systematic basis for a further sequence of periods during a period (the second period of employment) that started not more than three months after the end of the first period of employment; and
 - (iv) the combined length of the first period of employment and the second period of employment is at least twelve (12) months; and
 - (v) the employee, but for an expected birth of a child to the employee or the employee's spouse or de facto partner or an expected placement of a child with the employee with a view to adoption of the child by the employee, would have a reasonable expectation of continuing engagement in the public sector on a regular and systematic basis.
- d) "Primary care giver" is the employee who will assume the principal role for the care and attention of a child/children. The employer may require confirmation of primary care giver status.
 - e) "Replacement employee" is an employee specifically engaged to replace an employee proceeding on parental leave.
 - f) "Partner" means a person who is a spouse or de facto partner.
 - g) "Public sector" means an employing authority as defined in section 5 of the *Public Sector Management Act 1994*.

28.2. Entitlement to parental leave

- a) An employee is entitled to a period of up to 52 weeks unpaid parental leave in respect of the:
 - (i) birth of a child to the employee or the employee's partner; or
 - (ii) adoption of a child who is not the natural child or the stepchild of the employee or the employee's partner; is under the age of five; and has not lived continuously with the employee for six months or longer.
- b) An employee, other than an eligible casual employee, identified as the primary care giver of a child and who has completed twelve (12) months continuous service in the Western Australian public sector shall be entitled to 14 weeks paid parental leave which will form part of the 52 week entitlement provided in subclause 28.2(a).
- c) An employee may take the paid parental leave specified in subclause 28.2(b) at half pay for a period equal to twice the period to which the employee would otherwise be entitled.
- d) A pregnant employee can commence the period of paid parental leave any time up to six weeks before the expected date of birth and no later than four weeks after the birth. Any other primary care giver can commence the period of paid parental leave from the birth date or for the purposes of adoption from the placement of the child but no later than four weeks after the birth or placement of the child.
- e) Paid parental leave for primary care purposes for any one birth or adoption shall not exceed the period specified in subclause 28.2(b) and 28.2(c) above.
- f) The paid and unpaid parental leave entitlement up to a maximum of 52 weeks may be shared between partners assuming the role of primary care giver.

- g) Parental leave may only be taken concurrently by an employee and his or her partner as provided for in subclause 28.2(c) or under special circumstances with the approval of the employer.
- h) Where less than the standard parental leave is taken the unused portion of the period of paid or unpaid leave cannot be preserved in any way.
- i) An employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.
- j) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.

28.3. Birth of a child

- a) An employee shall provide the employer with a medical certificate from a registered medical practitioner naming the employee, or the employee's partner confirming the pregnancy and the estimated date of birth.
- b) If the pregnancy results in other than a live child or the child dies during the period of paid parental leave, the entitlement to paid parental leave as provided in clause 28.2(b) remains intact.

28.4. Adoption of a child

- a) An employee seeking to adopt a child shall be entitled to two days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The employee may take any paid leave entitlement to which the employee is entitled in lieu of this leave.
- b) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may take any other paid leave entitlement to which they are entitled in lieu of the terminated parental leave or return to work.

28.5. Partner Leave

- a) An employee is entitled to unpaid partner leave as prescribed by this subclause in respect of the:
 - (i) birth of a child to the employee or the employee's partner; or
 - (ii) adoption of a child who is not the natural child or the stepchild of the employee or the employee's partner; is under the age of five (5); and has not lived continuously with the employee for six (6) months or longer.
- b) An employee who is not taking parental leave with respect to the birth of child to their partner shall be entitled to a period of unpaid partner leave of up to one (1) week at the time of the child's birth. In the case of adoption of a child this period shall be increased to up to three weeks unpaid leave.
- c) The employee may request to extend the period of unpaid partner leave up to a maximum of eight (8) weeks.
- d) The employer is to agree to an employee's request to extend their partner leave under 28.5(c) unless:
 - (i) having considered the employee's circumstances, the employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or
 - (ii) there are grounds to refuse the request relating to its adverse effect on the employer's business and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:
 - cost;

- lack of adequate replacement staff;
 - loss of efficiency; and
 - impact on the production or delivery of products or services by the employer.
- e) The employer is to give the employee written notice of the employer's decision on a request for extended partner leave. If the employee's request is refused, the notice is to set out the reasons for the refusal.
- f) An employee who believes their request for extended partner leave under 28.5(c) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.
- g) The taking of partner leave by an employee shall have no effect on their or their partner's entitlement, where applicable, to paid parental leave under this clause.

Other leave entitlements

28.6. Annual and long service leave

- a) An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave to which the employee is entitled for the whole or part of the period of unpaid parental leave.

28.7. Leave without pay

- a) Subject to all other leave entitlements being exhausted an employee shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two years. The employer is to agree to a request to extend their leave unless:
- (i) having considered the employee's circumstances, the employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or
 - (ii) there are grounds to refuse the request relating to its adverse effect on the employer's business and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:
 - cost;
 - lack of adequate replacement staff;
 - loss of efficiency;
 - impact on the production or delivery of products or services by the employer.
- b) The employer is to give the employee written notice of the employer's decision on a request for leave without pay under clause 28.7(a). If the request is refused, the notice is to set out the reasons for the refusal.
- c) An employee who believes their request for leave without pay under clause 28.7(a) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.
- d) Any period of leave without pay must be applied for and approved in advance and will be granted on a year-by-year basis. Where both partners work for the employer the total combined period of leave without pay following parental leave shall not exceed two years.
- e) An employee on parental leave is not entitled to paid sick leave and other paid absences other than as specified in clause 28.6(a) and clause 28.7(g).
- f) Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a

registered medical practitioner. Such paid sick leave cannot be taken concurrently with paid parental leave.

- g) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.

28.8. Notice and variation

- a) The employee shall give not less than four weeks notice in writing to the employer of the date the employee proposes to commence paid or unpaid parental leave stating the period of leave to be taken.
- b) An employee seeking to adopt a child shall not be in breach of subclause 28.8(a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- c) An employee proceeding on parental leave may elect to take a shorter period of parental leave and may at any time during that period elect to reduce or extend the period stated in the original application, provided four weeks written notice is provided.

28.9. Transfer to a safe job

- a) If the employee gives her employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
 - (i) illness, or risks, arising out of her pregnancy; or
 - (ii) hazards connected with that position; thenthe employer must modify the duties of the position or alternatively transfer the employee to a safe job at the same classification level for the period during which she is unable to continue in her present position.
- b) If the employee's employer does not think it to be reasonably practicable to modify the duties of the position or transfer the employee to a safe job the employee is entitled to paid leave for the period during which she is unable to continue in her present position.
- c) An entitlement to paid leave provided in clause 28.9(b) is in addition to any other leave entitlement the employee has and is to be paid the amount the employee would reasonably have expected to be paid if the employee had worked during that period.
- d) An entitlement to paid leave provided in clause 28.9(b) ends at the earliest of whichever of the following times is applicable:
 - (i) the end of the period stated in the medical certificate;
 - (ii) if the employee's pregnancy results in the birth of a living child – the end of the day before the date of birth;
 - (iii) if the employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

28.10. Communication during parental leave

- a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to return to work on a part-time or modified basis.
 - c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause 28.10(a).

28.11. Replacement employee

- a) Prior to engaging a replacement employee the employer shall inform the person of the temporary nature of the employment and the entitlements relating to the return to work of the employee on parental leave.
- b) A replacement employee may be employed part time. Such employment shall be in accordance with the part time employment provisions contained in subclause 28.16.
- c) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

28.12. Return to Work

- a) An employee shall confirm their intention to return to work by notice in writing to their employer not less than four weeks prior to the expiration of parental leave.
- b) An employee on return to work from parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave.
- c) Where an employee was transferred to a safe job or proceeded on leave as provided for in 28.9(b) of this clause, the employee is entitled to return to the position occupied immediately prior to the transfer or the taking of the leave.

28.13. Right to return to work on a modified basis

- (a) An employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with the part time employment provisions of the relevant award and agreement.
- (b) An employee may return on a modified basis that involves the employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the employee worked immediately before starting parental leave.

28.14. Right to revert

- (a) An employee who has returned on a part time or modified basis in accordance with clause 28.13 may subsequently request the employer to permit the employee to resume working on the same basis as the employee worked immediately before starting parental leave or full time work at the same classification level.
- (b) An employer is to agree to a request to revert made under clause 28.14 (a) unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the

conduct of operations or business of the employer and those grounds would satisfy a reasonable person.

- (c) An employer is to give the employee written notice of the employer's decision on a request to revert under clause 28.14 (a). If the request is refused, the notice is to set out the reasons for the refusal.
- (d) An employee who believes their request to revert under clause 28.14 (a) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.

28.15. Part Time Employment

- a) A pregnant employee may work part time in one or more periods while she is pregnant where part time employment is, because of the pregnancy, necessary or desirable.
- b) Commencement on part time work under this subclause, and return from part time to full time work under this subclause, shall not break the continuity of service or employment.
- c) Subject to the provisions of this subclause and to the matters agreed in accordance with 28.15(h), part time employment shall be accordance with the provisions of this award, which shall apply on a pro rata basis.
- d) An employee working part time under this subclause shall be entitled to leave accrued in respect of a period of full time employment, in such periods and manner as specified in the annual leave provisions of the relevant award.
- e) A full time employee shall be paid for and take any annual leave accrued in respect of a period of part time employment under this subclause, in such periods and manner as specified in the relevant award, as if the employee were working part time in the class of work the employee was performing as a part time employee immediately before resuming full time work.
- f) Provided that, by agreement between the employer and employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full time rate.
- g) Before commencing a period of part time employment under this subclause, the employee and the employer shall agree upon:
 - (i) the hours to be worked; the days upon which they will be worked and commencing times for the work;
 - (ii) the classification applying to the work to be performed; and
 - (iii) the period of part time employment.
- h) The terms of the agreement made under subclause 28.15(g) may be varied by consent.
- i) The terms of the agreement made under subclause 28.15(g) shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer. The terms of this agreement shall apply to the part time employment.
- j) An employer may request, but not require, an employee working part time under this subclause to work outside of or in excess of the employee's ordinary hours of duty provided for in the relevant award.
- k) The work to be performed part time need not be the work performed by the employee in their former position but shall be work performed under this award.
- l) An employee may work part time under this subclause notwithstanding any other provision of any relevant award or agreement which limits or restricts the circumstances in which part time employment may be worked or the terms upon which it may be worked, including provisions:

- (i) limiting the number of employees who may work part time;
- (ii) establishing quotas as to the ratio of part time to full time employees;
- (iii) prescribing to a minimum or maximum number of hours a part time employee may work;
or
- (iv) requiring consultation with, consent of, or monitoring by a union;

and such provisions do not apply to part time work under this subclause.

28.16. Effect of Parental Leave and Part Time Employment on the Contract of Employment

- a) An employee employed for a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.
- b) Paid parental leave will count as qualifying service for all purposes under the relevant award and agreement. During paid parental leave at half pay all entitlements will accrue as if the employee had taken the entitlement to paid parental leave at full pay.
- c) Absence on unpaid parental leave shall not break the continuity of service of employees but shall not be taken into account in calculating the period of service for any purpose under the relevant award and agreement.
- d) An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with the relevant award and agreement.
- e) An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave, absence on parental leave or because the employee has exercised or proposes to exercise any part time employment rights and/or benefits as provided for in subclause 28.15 but otherwise the rights of the employer in respect of termination of employment are not affected.
- f) Any termination entitlements payable to an employee whose employment is terminated while working part time under subclause 28.15 or while working full time after transferring from part time work under subclause 28.15, shall be calculated by reference to the full time rate of pay at the time of termination and by regarding all service as a full time employee as qualifying for a termination entitlement based on the period of full time employment and all service as a part time employee on a pro rata basis.

28.17. Casual employees

- a) To avoid doubt, an eligible casual employee has no entitlement to paid leave under this clause with the exception of the entitlement to paid leave as provided under subclause 28.9(b).
- b) Nothing in this clause confers a change in the employment status of a casual employee.

29. Personal Leave

29.1. Introduction

- a) The provisions of this clause replace the Sick Leave Clause of the relevant award listed in Clause 9 of this agreement.
- b) The intention of Personal Leave is to give employees and employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick and paid carer's leave. Personal leave is not to be used for circumstances normally met by other forms of leave.
- c) This clause does not apply to casuals with the exception of sub clause 28.9 - Personal Leave Without Pay for the purposes of carer's leave of this clause.

29.2. Transitional Arrangement and Entitlement

- a) This clause commenced on and from 30 July 2004. On commencement of this clause, the sick leave clause ceased to exist. All existing sick leave credits have been converted to cumulative personal leave and recorded in hours. Employees received an entitlement of 15.2 hours non-cumulative personal leave. An employee's current sick leave anniversary date will be maintained for the purposes of the personal leave entitlement.
- b) The employer shall credit each full time employee engaged on an ongoing basis with the following personal leave credits:

	Personal Leave Cumulative	Personal leave Non-cumulative
On the day of initial appointment	49.4 hours	15.2 hours
On completion of 6 months continuous service	49.4hours	
On the completion of 12 months continuous service	98.8 hours	15.2 hours
On the completion of each further period of 12 months continuous service	98.8 hours	15.2 hours

- c) A part time employee shall be entitled to the same personal leave credits as a full time employee, but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave shall only be made for those hours that would normally have been worked had the employee not been on personal leave.
- d) An employee employed for a period less than twelve (12) months shall be credited personal leave on a pro rata basis for the period of the contract.
- e) Where employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.
- f) In the year of accrual the 114 hours personal leave entitlement may be accessed for illness or injury, carer's leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each year unused personal leave up to a maximum of 98.8 hours will be cumulative and added to personal leave accumulated from previous years. Unused non-cumulative leave will be lost on completion of each anniversary year.
- g) Whilst employees are able to access personal leave in accordance with subclause 29.3 to ensure compliance with the *Minimum Conditions of Employment Act 1993* a minimum of 76 hours of personal leave per year must be available or accessed by the employee for the purposes of:
- (i) an employee's entitlement to paid leave for illness or injury; or
 - (ii) carer's leave.

The provisions of this sub clause shall apply to part time employees on a pro rata basis.

- h) An employee is unable to access personal leave while on any period of parental leave or leave without pay. An employee is unable to access personal leave while on any period of annual or long service leave, except as provided for in subclauses 29.5 and 29.6 (re-crediting leave).

- i) Personal leave will not be debited for public holidays, which the employee would have observed.
- j) If an employee has exhausted all accrued personal leave the employer may allow the employee who has at least twelve (12) months service to anticipate up to 38 hours personal leave from next year's credit. If the employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the employer, calculated at the wage rate as at the date the leave was taken, but no refund is required in the event of the death of the employee.
- k) In exceptional circumstances the employer may approve the conversion of an employee's personal leave credits to half pay to cover an absence on personal leave due to illness.
- l) Personal leave may be taken on an hourly basis.

29.3. Application for Personal Leave

- a) Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to subclause 29.2(b) and 29.2(g) the employer may grant personal leave in the following circumstances:
 - (i) where the employee is ill or injured;
 - (ii) to provide care or support to a member of the employee's family or household who requires care or support because of an illness or injury to the member; or an unexpected emergency affecting the member;
 - (iii) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention;
 - (iv) by prior approval of the employer having regard for agency requirements and the needs of the employee, planned matters where arrangements can not be organised outside of normal working hours or be accommodated by the utilisation of flexi time credits by employees working according to approved flexible working hours arrangements or other leave. Planned personal leave will not be approved for regular ongoing situations.
- b) Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- c) The definition of family shall be the definition contained in the *Equal Opportunity Act 1984* for "relative". That is, a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee.
- d) Where practicable, the employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work shall be provided.

29.4. Evidence

- a) An application for personal leave exceeding two consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- b) Personal leave will not be granted where an employee is absent from duty because of personal illness directly caused by the misconduct of the employee.

29.5. Re-crediting Annual Leave

Where an employee is ill or injured during the period of annual leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that as a result of the illness or injury the employee was confined to their place of residence or a hospital for a period of at least seven consecutive calendar days, the employer may grant personal leave for the period during which the employee was so confined and reinstate annual leave equivalent to the period of confinement.

29.6. Re-crediting Long Service Leave

Where an employee is ill or injured during the period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that as a result of illness or injury the employee was confined to their place of residence or a hospital for a period of at least 14 consecutive calendar days, the employer may grant personal leave for the period during which the employee was so confined and reinstate long service leave equivalent to the period of confinement.

29.7. Unused Personal Leave

Unused personal leave will not be cashed out or paid out when an employee ceases their employment.

29.8. Workers Compensation

Where an employee suffers a disability within the meaning of section 5 of the *Worker's Compensation and Injury Management Act 1981* which necessitates that employee being absent from duty, personal leave with pay shall be granted to the extent of personal leave credits. In accordance with section 80(2) of the *Worker's Compensation and Injury Management Act 1981* where the claim for worker's compensation is decided in favour of the employee, personal leave credit is to be reinstated and the period of absence shall be granted as leave without pay.

29.9. Personal Leave Without Pay Whilst Ill or Injured

- a) Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The employer shall not unreasonably withhold this leave.
- b) Personal leave without pay not exceeding a period of three months in a continuous absence does not affect wages increment dates, anniversary date of sick leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in a continuous absence, the period in excess of three months is excised from qualifying service.
- c) Personal leave without pay is not available to employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in subclause 29.3 – Application for Personal Leave of this clause. However, other forms of leave including unpaid carer's leave and leave without pay may be available.

29.10. Portability

Where:

- a) an employee was, immediately prior to being employed by the employer, employed in the service of the public service of Western Australia or any other state body of Western Australia; and
- b) the period of employment between the date when the employee ceased previous employment and the date of commencing employment with the employer does not exceed one week or any other period approved by the employer;

the employer will credit the employee additional sick leave credits equivalent to those held at the date the employee ceased previous employment.

29.11. Travelling time for Regional Employees

- a) Subject to the evidentiary requirements set out in subclause 29.4, a regional employee who requires medical attention at a medical facility in Western Australia located 240 km or more from their workplace will be granted paid travel time undertaken during the employee's ordinary working hours up to a maximum of 38 hours per annum.

- b) The employer may approve additional paid travel time to a medical facility in Western Australia where the employee can demonstrate to the satisfaction of the employer that more travel time is warranted.
- c) The provisions of subclauses 29.11(a) and 29.11(b) Travelling Time for Regional Employees are not available to employees whilst on leave without pay or personal leave without pay for illness or injury.
- d) The provisions of subclauses 29.11(a) and 29.11(b) - Travelling Time for Regional Employees apply as follows.
 - (i) An employee employed on a fixed term contract for a period greater than twelve (12) months, shall be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
 - (ii) An employee employed on a fixed term contract for a period less than twelve (12) months shall be credited with the same entitlement on a pro-rata basis for the period of employment.
 - (iii) A part time employee shall be entitled to the same entitlement as a full time employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.

The provisions do not apply to casual employees.

29.12. Paid Carer's Leave

- a) An employee is entitled to use, each year, up to ten days of the employee's sick leave entitlement per year as paid carer's leave to provide care or support to a member of the employee's family or household who requires care or support because of an illness or injury to the member or an unexpected emergency affecting the member.
- b) Employees shall, wherever practical, give the employer notice of the intention to take carer's leave and the estimated length of absence. If it is not practicable to give prior notice of absence employees shall notify the employer as soon as possible on the first day of absence.
- c) An employee who claims to be entitled to carer's leave is to provide, where required by the employer, evidence that would satisfy a reasonable person of the entitlement.
- d) The definition of family shall be the definition contained in the *Equal Opportunity Act 1984*. That is, a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependant on, or is a member of the household of, the employee.
- e) Carer's leave may be taken on an hourly basis.

29.13 Unpaid Carer's leave

- a) Subject to the provisions of subclause 29.13(b) an employee, including a casual employee, is entitled to unpaid carer's leave of up to two days for each occasion (a "permissible occasion") on which a member of the employee's family or household requires care or support because of:
 - (i) an illness or injury of the member; or
 - (ii) an unexpected emergency affecting the member; or
 - (iii) the birth of a child of the member.
- b) An employee is entitled to unpaid carer's leave for a particular permissible occasion only if the employee cannot take paid carer's leave during the period.
- c) The definition of family is the same as provided in Clause 28 – Parental Leave.

- d) The employer may grant an employee unpaid carer's leave in excess of two days.
- e) Unpaid carer's leave may be taken on an hourly basis.

30. Bereavement Leave

30.1. Employees, including casuals, shall on the death of:

- a) the employee's spouse or de facto partner;
- b) a child, step-child or grandchild of the employee (including an adult child, step-child or grandchild);
- c) a parent, step-parent or grandparent of the employee;
- d) a sibling of the employee;
- e) any other person who, at or immediately before the relevant time for assessing the employee's eligibility to take leave, lived with the employee as a member of the employee's .

be eligible for up to two (2) days paid bereavement leave, provided that at the request of an employee the Employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

30.2. The two (2) days need not be consecutive.

30.3. Bereavement leave is not to be taken during any other period of leave.

30.4. Payment of such leave may be subject to the employee providing evidence, if so requested by the employer, of the death or relationship to the deceased that would satisfy a reasonable person.

30.5. An employee requiring more than two (2) days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employee's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave or leave without pay provided all accrued leave is exhausted.

Travelling time for Regional Employees

30.6. Subject to prior approval from the employer, an employee entitled to Bereavement Leave and who as a result of such bereavement travels to a location within Western Australia that is more than 240 km from their workplace will be granted paid time off for the travel period undertaken in the employee's ordinary working hours up to a maximum of 13 hours per bereavement. The employer will not unreasonably withhold approval.

30.7. The employer may approve additional paid travel time within Western Australia where the employee can demonstrate to the satisfaction of the employer that more than two days travel time is warranted.

30.8. The provisions of this clause are not available to employees whilst on leave without pay or sick leave without pay.

30.9. The provisions of subclauses 30.1 and 30.2 above applies as follows:

- a) An employee employed on a fixed term contract for a period greater than twelve (12) months, shall be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
- b) An employee employed on a fixed term contract for a period less than twelve (12) months shall be credited with the same entitlement on a pro-rata basis for the period of employment.

- c) A part time employee shall be entitled to the same entitlement as a full time employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.
- d) For casual employees, the provisions apply to the extent of their agreed working arrangements.

31. Cultural Ceremonial Leave

- 31.1. Cultural/ceremonial leave shall be available to all employees.
- 31.2. Such leave shall include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.
- 31.3. Employees are entitled to time off without loss of pay for cultural/ceremonial purposes, subject to agreement between the employer and employee and sufficient leave credits being available.
- 31.4. The employer will assess each application for ceremonial/cultural leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- 31.5. The employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- 31.6. Cultural/ceremonial leave may be taken as whole or part days off. Each day, or part thereof, shall be deducted from:
 - a) the employee's annual leave entitlements (where applicable); or
 - b) the employee's accrued long service leave entitlements, but in full days only; or
 - c) accrued days off or time in lieu.
- 31.7. Long service leave shall be available for cultural/ceremonial leave in individual days.
- 31.8. Time off without pay may be granted by arrangement between the employer and the employee for cultural/ceremonial purposes.

32. Purchased Leave 44/52 Wage Arrangement

- 32.1. The employer and an employee may agree to enter into an arrangement whereby the employee can purchase up to eight (8) weeks additional leave.
- 32.2. The employer will assess each application for 44/52 wage arrangement on its merits and give consideration to the personal circumstances of the employee seeking the arrangement.
- 32.3. Where an employee is applying for purchased leave of between 5 and 8 weeks the employer will give priority of access to those employees with carer responsibilities.
- 32.4. Access to this entitlement will be subject to the employee having satisfied the employer's accrued leave management policy.
- 32.5. The employee can agree to take a reduced wage spread over the 52 weeks of the year and receive the following amounts of additional purchased leave:

Number of weeks wages spread over 52 weeks	Number of weeks purchased leave
44 weeks	8 weeks
45 weeks	7 weeks
46 weeks	6 weeks
47 weeks	5 weeks

48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- 32.6. The purchased leave will not be able to be accrued. The employee is to be entitled to pay in lieu of the additional leave not taken. In the event that the employee is unable to take such purchased leave, their wage will be adjusted on the last pay period in January to take account of the fact that time worked during the year was not included in the wage.
- 32.7. Where an employee who is in receipt of a higher duties allowance provided for in the relevant award proceeds on any period of additional purchased leave, the employee shall not be entitled to receive payment of the allowance for any period of purchased leave.
- 32.8. In the event that a part time employee's ordinary working hours are varied during the year, the wage paid for such leave taken will be adjusted on the last pay in January to take into account any variations to the employee's ordinary working hours during the previous year.

33. Purchased Leave Deferred Wages Arrangement

- 33.1. With the written agreement of the employer, an employee may elect to receive, over a four-year period, 80% of the wage they would otherwise be entitled to receive in accordance with the General Agreement.
- 33.2. The employer will assess each application for deferred salary on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- 33.3. On completion of the fourth year, an employee will be entitled to twelve (12) months leave and will receive an amount equal to 80% of the wage they were otherwise entitled to in the fourth year of deferment.
- 33.4. Where an employee completes four (4) years of deferred wage service and is not required to attend duty in the following year, the period of non-attendance shall not constitute a break in service and shall count as service on a pro-rata basis for all purposes.
- 33.5. An employee may withdraw from this arrangement prior to completing a four-year period by written notice. An employee will receive a lump sum payment of wages forgone to that time but will not be entitled to equivalent absence from duty.
- 33.6. The employer will ensure that superannuation arrangements and taxation effects are fully explained to the employee by the relevant authority. The employer will put any necessary arrangements into place.

34. Blood/Plasma Donors Leave

- 34.1. Subject to operational requirements, employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:
- a) prior arrangements with the supervisor has been made and at least two (2) days' notice has been provided; or
 - b) the employee is called upon by the Red Cross Blood Centre.
- 34.2. The notification period shall be waived or reduced where the line manager is satisfied that operations would not be unduly affected by an employee's absence.
- 34.3. Employees shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.
- 34.4. Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood or plasma to the Red Cross Blood Centre.

35. Emergency Services Leave

- 35.1. Subject to operational requirements, paid leave of absence shall be granted by the employer to an employee who is an active volunteer member of State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or FESA Units, in order to allow for attendances at emergencies as declared by the recognised authority.
- 35.2. The employer shall be advised as soon as possible by an employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.
- 35.3. The employee must complete a leave of absence form immediately upon return to work.
- 35.4. The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.
- 35.5. An employee who, during the course of an emergency, volunteers their services to an emergency organisation, shall comply with subclauses 35.2, 35.3 and 35.4.

36. Leave for Training with Defence Force Reserves

- 36.1. The employer must grant leave of absence for the purpose of defence service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.
- 36.2. Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- 36.3. Application for leave of absence for defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the employee shall provide a certificate of attendance to the employer.
- 36.4. Paid leave
- a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for defence service, subject to the conditions set out hereunder.
 - b) Part-time employees shall receive the same paid leave entitlement as full-time employees, but payment shall only be made for those hours that would normally have been worked but for the leave.
 - c) On written application, an employee shall be paid wages in advance when proceeding on such leave.
 - d) Casual employees are not entitled to paid leave for the purpose of defence service.
- 36.5. Attendance at a Camp for Annual Continuous Obligatory Training
- a) An employee is entitled to paid leave for a period not exceeding 105 hours on full pay in any period of twelve months commencing on 1 July in each year.
 - b) If the Employee-in-Charge of a military unit certifies that it is essential for an employee to be at the camp in an advance or rear party, a maximum of 30.4 extra hours leave on full pay shall be granted in the twelve-month period.
- 36.6. Attendance at One Special School, Class or Course of Instruction
- a) An employee is entitled to a further period of leave not exceeding 16 calendar days in any period of twelve months commencing on July 1. Pay for this leave shall be at the rate of the difference between the normal remuneration of the employee and the Defence Force payments to which the employee is entitled if such payments do not exceed normal wages. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the employee.

36.7. Unpaid leave

- a) Any leave for the purpose of defence service that exceeds the paid entitlement prescribed in subclause 36.4 shall be unpaid.
- b) Casual employees are entitled to unpaid leave for the purpose of defence service.

36.8 Use of other leave

- a) An employee may elect to use annual or long service leave credits for some or all of their absence on defence service, in which case they will be treated in all respects as if on normal paid leave.
- b) An employer cannot compel an employee to use annual leave or long service leave for the purpose of defence service.

PART 5 CHANGE MANAGEMENT

37. Consultation

- 37.1. The parties recognise the need for effective communication to improve the business/operational performance and working environment in agencies. The parties acknowledge that decisions will continue to be made by the employer, who is responsible and accountable to Government for the effective and efficient operation of the agency.
- 37.2. The parties agree that:
- 37.3. Where the employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of the employees, the union and employees affected shall be notified by the employer as early as possible.
- 37.4. For the purposes of such discussion the employer shall provide to the union and employees concerned relevant information about the changes, including the nature of the changes on the employees provided that the employer shall not be required to disclose confidential information the disclosure of which, would be inimical to their interests.
- 37.5. In the context of such discussion the union and employees are able to contribute to the decision making process.

PART 6 UNION REPRESENTATIVES AND GENERAL MEETINGS

38. Union Facilities for Union Representatives

- 38.1. The employer recognises the rights of the union to organise and represent its members. Union representatives (delegates) in the organisation have a legitimate role and function in assisting the union in the tasks of recruitment, organising, communication and representing members' interests in the workplace and the organisation.
- 38.2. The employer will recognise union representatives in the organisation and will allow them to carry out their role and functions.
- 38.3. The union will advise the employer in writing of the names of the union representatives in the organisation.
- 38.4. The employer shall recognise the authorisation of each union representative in the organisation and shall provide them with the following:
 - a) Reasonable paid time off from normal duties:
 - (i) to perform their functions as a union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in union authorised committees; and

- (ii) to attend union business in accordance with Clause 21 - Leave to Attend Union Business of the Miscellaneous Government Conditions and Allowances Award No A4 of 1992.
 - b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of lockable filing cabinets, meeting rooms, telephones, fax, email, Internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal organisation protocols.
 - c) A notice board for the display of union materials including broadcast email facilities.
 - d) Paid access to periods of leave for the purpose of attending union training courses in accordance with Clause 20 - Trade Union Training Leave of the Miscellaneous Government Conditions and Allowances Award No. A4 of 1992. Country representatives will be provided with appropriate travel time.
 - e) Notification of the commencement of new employees and, as part of their induction, time to discuss the benefits of union membership with them.
 - f) Access to a sheltered area for meetings of members.
 - g) Access to work location, names, rosters and hours of work of employees. This information and access will also be provided to union officials upon request.
 - h) Access to awards, agreements, policies and procedures.
 - (i) Access to information on matters affecting employees in accordance with Clause 37 - Consultation.
 - (j) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.
- 38.5. The employer agrees, upon receiving written authorisation from an employee, to provide to the union within five (5) working days the employee's bank account details and subsequent changes from time to time for the purpose of enabling the employee to establish direct debit facility for the payment of union dues. Employers must be indemnified against financial accountability related to these transactions.
- 38.6. Group inductions
- Where the employer conducts a group induction, which may be on or off site, the union shall be given at least 14 days notice of the time and place of the induction. The union will be entitled to at least thirty minutes to address new employees without employer representatives being present.
- 38.7. Union general/delegate meetings
- a) Subject to reasonable notice and prior arrangement with the employer, employees will be granted paid time off to attend quarterly general meetings of up to one hour duration on site with the union. Where the site meeting exceeds one (1) hour, such absence will be without pay for the period of the meeting that exceeds one (1) hour.
 - b) To conduct these meetings the union shall be entitled to a private facility at the workplace wherever possible provided the union gives the employer reasonable notice.
 - c) On an annual basis, one of the meetings at subclause 38.6(a) can be converted to a paid district meeting of up to two (2) hours duration with additional time allocated for travel.
 - d) Delegates will be able to attend paid quarterly district delegate meetings of up to two (2) hours duration with additional time allocated for travel.
- 38.8. The employer recognises that it is paramount that union representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a union representative.

PART 7 DISPUTE SETTLEMENT PROCEDURE**39. Dispute Settlement Procedure**

- 39.1. Any questions, disputes or difficulties arising under the General Agreement or in the course of the employment of employees covered by the General Agreement shall be dealt with in accordance with this Clause.
- 39.2. 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.
- 39.3. 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.
- 39.4. If the dispute is still not resolved, it may be referred by the employee/s or union representative to the employer or his/her nominee.
- 39.5. Where the dispute cannot be resolved within five (5) working days of the union representatives' referral of the dispute to the employer or his/her nominee, either party may refer the matter to the WAIRC.
- 39.6. The period for resolving a dispute may be extended by agreement between the parties.
- 39.7. At all stages of the procedure the employee may be accompanied by a union representative.
- 39.8. Notwithstanding the above the union may raise matters directly with representatives of the employer. In each case the union and the employer shall endeavour to reach agreement. If no agreement is reached either party may refer the dispute to the WAIRC for conciliation and/or arbitration.

40. District Allowance

- 40.1. This clause is read in conjunction with the District Allowance (Government Wages Employees) General Agreement 2005 AG 273 of 2005 and published in Circular to Departments and Authorities No 1 of 2006.
- 40.2. District Allowance is payable to casual employees on an hourly rate basis in accordance with the following formula:

$$\frac{\text{Appropriate Annual District Allowance Rate}}{1} \times \frac{12}{313} \times \frac{1}{76}$$

41. Annual Leave Travel Concession

- 41.1. This clause is read in conjunction with clause 25 – Employees Living North of 26th Parallel South Latitude in the Miscellaneous Government Conditions and Allowances Award 1992.
- 41.2. Where employees are entitled to a travel concession under this subclause and the employees' headquarters are situated in District Allowance Areas 3, 4, 5 or 6, a travel concession covering the cost of airfares or motor vehicle allowance up to a maximum amount equivalent to the value of a return fully flexible and refundable airfare to Perth will be provided for each employee and each of his/her dependants when proceeding on annual leave to a location other than Perth or Geraldton.

PART 8 SCHEDULES TO THE AGREEMENT

Schedule 1: Signatures Of Parties

Signed and Common Seal

Date

David Kelly

Secretary

The Liquor, Hospitality and Miscellaneous Union

Western Australian Branch.

Signed

Bob Horstman

Date

Executive Director

Labour Relations Division

Department of Commerce

Acting as Agent for and Behalf of the Respondents Listed in Schedule 8.

SCHEDULE 2A - WAGE SCHEDULE

Legend:	Schedule in 2005 Agreement	Designation
Catering Employees and Tea Attendants	2	(C and TA)
Cleaners and Caretakers (Non- Department of Education and Training)	3	(C and C)
Cleaners and Caretakers (Department of Education and Training)	3B	(C and CDET)
Country High School Hostels Community Welfare Department Hostels	4	(CHSHA)
Department of Culture and Arts	5	(C and Arts)
Department of Justice Miscellaneous Employees Agreement	N/A	(Justice)
Gardeners (Non- Department of Education and Training)	6	(GG)
Gardeners (Department of Education and Training)	6B	(GGDET)
Recreation Camps and Reserve Boards –Department of Sport and Recreation	7	(DSR)

Current Classification and Increment	Level	Rate	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
		31-Dec-09	1-Jan-2010	1-Jan-2011	1-Jan-2012
			3%	2.75%	3%
Kitchenhand (C and TA) (Canteen Assistant)*					
General Hand (C and TA)*					
Tea Attendant (C and TA)*					
	1.1	\$ 705.40	\$ 726.60	\$ 746.60	\$ 769.00
	1.2	\$ 713.50	\$ 734.90	\$ 755.10	\$ 777.80
	1.3	\$ 720.30	\$ 741.90	\$ 762.30	\$ 785.20
Counterhand (C and TA)*					
Steward/Stewardess (C and TA)					
Waiter/Waitress (C and TA)					
	1.1	\$ 705.40	\$ 726.60	\$ 746.60	\$ 769.00
	1.2	\$ 713.50	\$ 734.90	\$ 755.10	\$ 777.80
	1.3	\$ 720.30	\$ 741.90	\$ 762.30	\$ 785.20
Cashier (C and TA)					
Bar Attendant (C and TA)					
	1.1	\$ 705.40	\$ 726.60	\$ 746.60	\$ 769.00
	1.2	\$ 713.50	\$ 734.90	\$ 755.10	\$ 777.80
	1.3	\$ 720.30	\$ 741.90	\$ 762.30	\$ 785.20
Domestic (Justice)					
Laundry Worker (Justice)					
	1.1	\$ 705.40	\$ 726.60	\$ 746.60	\$ 769.00

Current Classification and Increment	Level	Rate	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
		31-Dec-09	1-Jan-2010	1-Jan-2011	1-Jan-2012
			3%	2.75%	3%
	1.2	\$ 713.50	\$ 734.90	\$ 755.10	\$ 777.80
	1.3	\$ 720.30	\$ 741.90	\$ 762.30	\$ 785.20
Attendant (C and C)					
Cleaner (C and C)					
Cleaner (C and Arts)					
	1.1	\$ 705.40	\$ 726.60	\$ 746.60	\$ 769.00
	1.2	\$ 713.50	\$ 734.90	\$ 755.10	\$ 777.80
	1.3	\$ 720.30	\$ 741.90	\$ 762.30	\$ 785.20
Domestic Employee (CHSHA)					
	1.1	\$ 705.40	\$ 726.60	\$ 746.60	\$ 769.00
	1.2	\$ 713.50	\$ 734.90	\$ 755.10	\$ 777.80
	1.3	\$ 720.30	\$ 741.90	\$ 762.30	\$ 785.20
Cleaner Level 2 (C and CDET)					
	1.1	\$ 705.40	\$ 726.60	\$ 746.60	\$ 769.00
	1.2	\$ 713.50	\$ 734.90	\$ 755.10	\$ 777.80
	1.3	\$ 720.30	\$ 741.90	\$ 762.30	\$ 785.20
Gardener/Ground Attendant (Grade 2) (GG)					
Labourer (Maintenance and General) (GG)					

Current Classification and Increment	Level	Rate	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
		31-Dec-09	1-Jan-2010	1-Jan-2011	1-Jan-2012
			3%	2.75%	3%
Mower Operator (Walk Mower) (GG)					
	1.1	\$ 705.40	\$ 726.60	\$ 746.60	\$ 769.00
	1.2	\$ 713.50	\$ 734.90	\$ 755.10	\$ 777.80
	1.3	\$ 720.30	\$ 741.90	\$ 762.30	\$ 785.20
Car Park Attendant (C and C)					
Window Cleaner (C and C)					
	1.1	\$ 705.40	\$ 726.60	\$ 746.60	\$ 769.00
	1.2	\$ 713.50	\$ 734.90	\$ 755.10	\$ 777.80
	1.3	\$ 720.30	\$ 741.90	\$ 762.30	\$ 785.20
Assistant Gardener/Handyperson (GGDET)	1.1	\$ 705.40	\$ 726.60	\$ 746.60	\$ 769.00
	1.2	\$ 713.50	\$ 734.90	\$ 755.10	\$ 777.80
	1.3	\$ 720.30	\$ 741.90	\$ 762.30	\$ 785.20
Other Cooks (C and TA)					
	2.1	\$ 727.20	\$ 749.00	\$ 769.60	\$ 792.70
	2.2	\$ 736.00	\$ 758.10	\$ 778.90	\$ 802.30
	2.3	\$ 740.90	\$ 763.10	\$ 784.10	\$ 807.60
Assistant on Rubbish Vehicle (GG)					
Gardener/Ground Attendant (Grade 1) (GG)					

Current Classification and Increment	Level	Rate	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
		31-Dec-09	1-Jan-2010	1-Jan-2011	1-Jan-2012
			3%	2.75%	3%
	2.1	\$ 727.20	\$ 749.00	\$ 769.60	\$ 792.70
	2.2	\$ 736.00	\$ 758.10	\$ 778.90	\$ 802.30
	2.3	\$ 740.90	\$ 763.10	\$ 784.10	\$ 807.60
Cleaner working alone (C and CDET)					
Assistant Cleaner in Charge (C and CDET)					
	2.1	\$ 727.20	\$ 749.00	\$ 769.60	\$ 792.70
	2.2	\$ 736.00	\$ 758.10	\$ 778.90	\$ 802.30
	2.3	\$ 740.90	\$ 763.10	\$ 784.10	\$ 807.60
Assistant Warden (DSR)					
	2.1	\$ 727.20	\$ 749.00	\$ 769.60	\$ 792.70
	2.2	\$ 736.00	\$ 758.10	\$ 778.90	\$ 802.30
	2.3	\$ 740.90	\$ 763.10	\$ 784.10	\$ 807.60
Groundskeeper (C and Arts)					
	2.1	\$ 727.20	\$ 749.00	\$ 769.60	\$ 792.70
	2.2	\$ 736.00	\$ 758.10	\$ 778.90	\$ 802.30
	2.3	\$ 740.90	\$ 763.10	\$ 784.10	\$ 807.60
Groundsperson/Gardener (CHSHA)					
	2.1	\$ 727.20	\$ 749.00	\$ 769.60	\$ 792.70
	2.2	\$ 736.00	\$ 758.10	\$ 778.90	\$ 802.30

Current Classification and Increment	Level	Rate	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
		31-Dec-09	1-Jan-2010	1-Jan-2011	1-Jan-2012
			3%	2.75%	3%
	2.3	\$ 740.90	\$ 763.10	\$ 784.10	\$ 807.60
Gardener/Handyperson (GGDET)					
Gardener/Pool Maintenance Officer (GGDET)					
	2.1	\$ 727.20	\$ 749.00	\$ 769.60	\$ 792.70
	2.2	\$ 736.00	\$ 758.10	\$ 778.90	\$ 802.30
	2.3	\$ 740.90	\$ 763.10	\$ 784.10	\$ 807.60
Caretaker (C and C)					
Estate Attendant (Homeswest) Grade 1 (C and C)					
Concrete Finisher, Slab and Kerb Layer (GG)					
Machinery Operator - Rotary Hoe (not attached to tractor) (GG)					
Maintenance Attendant (GG)					
Power-operated Portable Saw (GG)					
Machinery Operator - Tractor Pneumatic Tyred Class I (without power - operated attachments) (GG)					
	2.1	\$ 727.20	\$ 749.00	\$ 769.60	\$ 792.70
	2.2	\$ 736.00	\$ 758.10	\$ 778.90	\$ 802.30
	2.3	\$ 740.90	\$ 763.10	\$ 784.10	\$ 807.60

Current Classification and Increment	Level	Rate	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
		31-Dec-09	1-Jan-2010	1-Jan-2011	1-Jan-2012
			3%	2.75%	3%
Cook Employed Alone (C and TA)					
	3.1	\$ 753.50	\$ 776.10	\$ 797.40	\$ 821.30
	3.2	\$ 759.10	\$ 781.90	\$ 803.40	\$ 827.50
	3.3	\$ 764.40	\$ 787.30	\$ 809.00	\$ 833.30
Cleaner in Charge with supervisory responsibility in a school with a cleanable internal area of up to 7000m2 (C and CDET)					
	3.1	\$ 753.50	\$ 776.10	\$ 797.40	\$ 821.30
	3.2	\$ 759.10	\$ 781.90	\$ 803.40	\$ 827.50
	3.3	\$ 764.40	\$ 787.30	\$ 809.00	\$ 833.30
Ranger (DSR)					
	3.1	\$ 753.50	\$ 776.10	\$ 797.40	\$ 821.30
	3.2	\$ 759.10	\$ 781.90	\$ 803.40	\$ 827.50
	3.3	\$ 764.40	\$ 787.30	\$ 809.00	\$ 833.30
Gardener/Ride on Mower Operator (GGDET)					
Gardener/Handyperson (GGDET)					
	3.1	\$ 753.50	\$ 776.10	\$ 797.40	\$ 821.30
	3.2	\$ 759.10	\$ 781.90	\$ 803.40	\$ 827.50
	3.3	\$ 764.40	\$ 787.30	\$ 809.00	\$ 833.30

Current Classification and Increment	Level	Rate	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
		31-Dec-09	1-Jan-2010	1-Jan-2011	1-Jan-2012
			3%	2.75%	3%
Motor Vehicle Driver (less than 1.2 tonnes) (GG)					
	3.1	\$ 753.50	\$ 776.10	\$ 797.40	\$ 821.30
	3.2	\$ 759.10	\$ 781.90	\$ 803.40	\$ 827.50
	3.3	\$ 764.40	\$ 787.30	\$ 809.00	\$ 833.30
Motor Vehicle Driver (over 1.2 tonnes and below 3 tonnes) (GG)					
	3.1	\$ 753.50	\$ 776.10	\$ 797.40	\$ 821.30
	3.2	\$ 759.10	\$ 781.90	\$ 803.40	\$ 827.50
	3.3	\$ 764.40	\$ 787.30	\$ 809.00	\$ 833.30
Cook (Justice)					
Driver - Under 3 Tonnes					
	3.1	\$ 753.50	\$ 776.10	\$ 797.40	\$ 821.30
	3.2	\$ 759.10	\$ 781.90	\$ 803.40	\$ 827.50
	3.3	\$ 764.40	\$ 787.30	\$ 809.00	\$ 833.30
Cook (CHSHA)					
	3.1	\$ 753.50	\$ 776.10	\$ 797.40	\$ 821.30
	3.2	\$ 759.10	\$ 781.90	\$ 803.40	\$ 827.50
	3.3	\$ 764.40	\$ 787.30	\$ 809.00	\$ 833.30

Current Classification and Increment	Level	Rate	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
		31-Dec-09	1-Jan-2010 3%	1-Jan-2011 2.75%	1-Jan-2012 3%
Noalimba Night Supervisor (DSR)					
	4.1	\$ 758.10	\$ 780.80	\$ 802.30	\$ 826.40
	4.2	\$ 762.10	\$ 785.00	\$ 806.60	\$ 830.80
	4.3	\$ 766.10	\$ 789.10	\$ 810.80	\$ 835.10
Mobile Warden (DSR)					
	4.1	\$ 758.10	\$ 780.80	\$ 802.30	\$ 826.40
	4.2	\$ 762.10	\$ 785.00	\$ 806.60	\$ 830.80
	4.3	\$ 766.10	\$ 789.10	\$ 810.80	\$ 835.10
Estate Attendant (Homeswest) Grade 2 (C and C)					
	4.1	\$ 758.10	\$ 780.80	\$ 802.30	\$ 826.40
	4.2	\$ 762.10	\$ 785.00	\$ 806.60	\$ 830.80
	4.3	\$ 766.10	\$ 789.10	\$ 810.80	\$ 835.10
Assistant Mechanical Maintenance Attendant (GG)					
Machinery Operator - Power Roller (GG)					
Machinery Operator - Tractor (Pneumatic Tyred)(with power-operated attachments Classes 1 - 5) (GG)					
Machinery Operator - Tractor (Pneumatic Tyred)(without power-operated attachments Classes 2 - 5) (GG)					

Current Classification and Increment	Level	Rate	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
		31-Dec-09	1-Jan-2010	1-Jan-2011	1-Jan-2012
			3%	2.75%	3%
Mower Operator - Rider Mower (GG)					
Mower Operator - Walk Mower (In Charge of Vehicle) Grades 1 and 2 (GG)					
Senior Gardener/Ground Attendant (GG)					
Senior Maintenance Attendant (GG)					
	4.1	\$ 758.10	\$ 780.80	\$ 802.30	\$ 826.40
	4.2	\$ 762.10	\$ 785.00	\$ 806.60	\$ 830.80
	4.3	\$ 766.10	\$ 789.10	\$ 810.80	\$ 835.10
Machinery Operator - Tractor (Pneumatic Tyred with power-operated attachments Class 6 and up to 230 hp) (GG)					
Tractor Mower Operator (GG)					
	4.1	\$ 758.10	\$ 780.80	\$ 802.30	\$ 826.40
	4.2	\$ 762.10	\$ 785.00	\$ 806.60	\$ 830.80
	4.3	\$ 766.10	\$ 789.10	\$ 810.80	\$ 835.10
Bus Driver - U/25 Pax (Justice)					
Driver - Over 3 Tonnes (Justice)					
	4.1	\$ 758.10	\$ 780.80	\$ 802.30	\$ 826.40
	4.2	\$ 762.10	\$ 785.00	\$ 806.60	\$ 830.80
	4.3	\$ 766.10	\$ 789.10	\$ 810.80	\$ 835.10

Current Classification and Increment	Level	Rate	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
		31-Dec-09	1-Jan-2010	1-Jan-2011	1-Jan-2012
			3%	2.75%	3%
Motor Vehicle Driver (over 3 tonnes and less than 6 tonnes) (GG)					
	4.1	\$ 758.10	\$ 780.80	\$ 802.30	\$ 826.40
	4.2	\$ 762.10	\$ 785.00	\$ 806.60	\$ 830.80
	4.3	\$ 766.10	\$ 789.10	\$ 810.80	\$ 835.10
Security Officer (C and Arts)					
Attendant or Receptionist Attendant Grade One (C and Arts)					
Visitor Services Officer Grade One (C and Arts)					
	5.1	\$ 768.60	\$ 791.70	\$ 813.50	\$ 837.90
	5.2	\$ 774.40	\$ 797.60	\$ 819.50	\$ 844.10
	5.3	\$ 779.50	\$ 802.90	\$ 825.00	\$ 849.80
Warden-In-Charge (DSR)					
	5.1	\$ 768.60	\$ 791.70	\$ 813.50	\$ 837.90
	5.2	\$ 774.40	\$ 797.60	\$ 819.50	\$ 844.10
	5.3	\$ 779.50	\$ 802.90	\$ 825.00	\$ 849.80
Janitor (C and C)					
Security Employee (C and C)					
	5.1	\$ 768.60	\$ 791.70	\$ 813.50	\$ 837.90
	5.2	\$ 774.40	\$ 797.60	\$ 819.50	\$ 844.10
	5.3	\$ 779.50	\$ 802.90	\$ 825.00	\$ 849.80

Current Classification and Increment	Level	Rate	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
		31-Dec-09	1-Jan-2010	1-Jan-2011	1-Jan-2012
			3%	2.75%	3%
Office Attendant (Homeswest) (C and C)					
	5.1	\$ 768.60	\$ 791.70	\$ 813.50	\$ 837.90
	5.2	\$ 774.40	\$ 797.60	\$ 819.50	\$ 844.10
	5.3	\$ 779.50	\$ 802.90	\$ 825.00	\$ 849.80
Rider Mower (In charge of vehicle) (GG)					
	5.1	\$ 768.60	\$ 791.70	\$ 813.50	\$ 837.90
	5.2	\$ 774.40	\$ 797.60	\$ 819.50	\$ 844.10
	5.3	\$ 779.50	\$ 802.90	\$ 825.00	\$ 849.80
Senior Gardener/Handyperson (GGDET)					
Senior Gardener/Pool Maintenance Officer (GGDET)					
Handyperson (Belmont SHS) (GGDET)					
	5.1	\$ 768.60	\$ 791.70	\$ 813.50	\$ 837.90
	5.2	\$ 774.40	\$ 797.60	\$ 819.50	\$ 844.10
	5.3	\$ 779.50	\$ 802.90	\$ 825.00	\$ 849.80
Court Usher (C and C)					
Tradesperson Gardener (GG)					
	6.1	\$ 787.40	\$ 811.00	\$ 833.30	\$ 858.30

Current Classification and Increment	Level	Rate	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
		31-Dec-09	1-Jan-2010	1-Jan-2011	1-Jan-2012
			3%	2.75%	3%
	6.2	\$ 795.00	\$ 818.90	\$ 841.40	\$ 866.60
	6.3	\$ 801.60	\$ 825.60	\$ 848.30	\$ 873.70
Visitor Services Officer Grade Two (C and Arts)					
	6.1	\$ 787.40	\$ 811.00	\$ 833.30	\$ 858.30
	6.2	\$ 795.00	\$ 818.90	\$ 841.40	\$ 866.60
	6.3	\$ 801.60	\$ 825.60	\$ 848.30	\$ 873.70
Horticulturist (Certificated) (GG)					
	6.1	\$ 787.40	\$ 811.00	\$ 833.30	\$ 858.30
	6.2	\$ 795.00	\$ 818.90	\$ 841.40	\$ 866.60
	6.3	\$ 801.60	\$ 825.60	\$ 848.30	\$ 873.70
Horticulturist (Certificated) (GGDET)					
	6.1	\$ 787.40	\$ 811.00	\$ 833.30	\$ 858.30
	6.2	\$ 795.00	\$ 818.90	\$ 841.40	\$ 866.60
	6.3	\$ 801.60	\$ 825.60	\$ 848.30	\$ 873.70
Estate Attendant (Homeswest) Grade 3 (C and C)					
	7.1	\$ 808.20	\$ 832.40	\$ 855.30	\$ 881.00
	7.2	\$ 815.60	\$ 840.10	\$ 863.20	\$ 889.10
	7.3	\$ 822.80	\$ 847.50	\$ 870.80	\$ 896.90

Current Classification and Increment	Level	Rate	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
		31-Dec-09	1-Jan-2010	1-Jan-2011	1-Jan-2012
			3%	2.75%	3%
Cleaner in Charge with supervisory responsibility in a school with a cleanable internal area 7000m2 and over (C and CDET)					
	7.1	\$ 808.20	\$ 832.40	\$ 855.30	\$ 881.00
	7.2	\$ 815.60	\$ 840.10	\$ 863.20	\$ 889.10
	7.3	\$ 822.80	\$ 847.50	\$ 870.80	\$ 896.90
Regional Attendant (C and Arts)					
	7.1	\$ 808.20	\$ 832.40	\$ 855.30	\$ 881.00
	7.2	\$ 815.60	\$ 840.10	\$ 863.20	\$ 889.10
	7.3	\$ 822.80	\$ 847.50	\$ 870.80	\$ 896.90
Supervisor Assistant (C and Arts)					
	8.1	\$ 820.10	\$ 844.70	\$ 867.90	\$ 893.90
	8.2	\$ 825.40	\$ 850.20	\$ 873.60	\$ 899.80
	8.3	\$ 830.10	\$ 855.00	\$ 878.50	\$ 904.90
Qualified Cook (C and TA) (Canteen Supervisors)					
	8.1	\$ 820.10	\$ 844.70	\$ 867.90	\$ 893.90
	8.2	\$ 825.40	\$ 850.20	\$ 873.60	\$ 899.80
	8.3	\$ 830.10	\$ 855.00	\$ 878.50	\$ 904.90
Tradesperson Cook (Justice)					

Current Classification and Increment	Level	Rate	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
		31-Dec-09	1-Jan-2010	1-Jan-2011	1-Jan-2012
			3%	2.75%	3%
	8.1	\$ 820.10	\$ 844.70	\$ 867.90	\$ 893.90
	8.2	\$ 825.40	\$ 850.20	\$ 873.60	\$ 899.80
	8.3	\$ 830.10	\$ 855.00	\$ 878.50	\$ 904.90
Installation Assistant (C and Arts)					
	9.1	\$ 845.50	\$ 870.90	\$ 894.80	\$ 921.60
	9.2	\$ 853.50	\$ 879.10	\$ 903.30	\$ 930.40
	9.3	\$ 861.60	\$ 887.40	\$ 911.80	\$ 939.20
Foreperson Grade 2 (GG)					
	9.1	\$ 845.50	\$ 870.90	\$ 894.80	\$ 921.60
	9.2	\$ 853.50	\$ 879.10	\$ 903.30	\$ 930.40
	9.3	\$ 861.60	\$ 887.40	\$ 911.80	\$ 939.20
Attendant Supervisor (C and Arts)					
	10.1	\$ 867.00	\$ 893.00	\$ 917.60	\$ 945.10
	10.2	\$ 875.60	\$ 901.90	\$ 926.70	\$ 954.50
	10.3	\$ 883.90	\$ 910.40	\$ 935.40	\$ 963.50
Estate Foreperson (Homeswest) (GG)					
Foreperson Grade 1 (GG)					
	10.1	\$ 867.00	\$ 893.00	\$ 917.60	\$ 945.10
	10.2	\$ 875.60	\$ 901.90	\$ 926.70	\$ 954.50

Current Classification and Increment	Level	Rate	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
		31-Dec-09	1-Jan-2010	1-Jan-2011	1-Jan-2012
			3%	2.75%	3%
	10.3	\$ 883.90	\$ 910.40	\$ 935.40	\$ 963.50
Installation Supervisor (C and Arts)					
	11.1	\$ 900.60	\$ 927.60	\$ 953.10	\$ 981.70
	11.2	\$ 910.10	\$ 937.40	\$ 963.20	\$ 992.10
	11.3	\$ 918.90	\$ 946.50	\$ 972.50	\$ 1,001.70

SCHEDULE 2B - CHILD CARE GIVERS RATES OF PAY

1. This Schedule should be read in conjunction with Clause 22.2 of this General Agreement.
2. Part B will apply to employees of a College who are not ordinarily required to work during term or semester vacations. Such employees will be eligible for payment pursuant to Clause 17. - College Vacations Periods of the Childrens' Services (Government) Award 1989. Part A will apply to all other employees. Except as provided hereunder, progression from step to step for Qualified Child Care Giver and Child Care Giver will be contingent upon:
 - (a) twelve (12) months' service at each step; and
 - (b) satisfactory performance at each step.
3. An employee at Step IA Qualified Child Care Giver shall be a person with no previous experience in the industry. At the completion of twelve months satisfactory performance that person shall be paid the Step II rate.
4. An employee at Step IB Qualified Child Care Giver shall be a person in their first year of experience as a Qualified Child Care Giver, who has previous experience in the industry. At the completion of twelve (12) months' satisfactory performance that person shall be paid at the Step II rate.
5. On ceasing employment with an employer, the employee shall be given a written statement of the current Level and Step if appropriate and the date of commencement at that Level and Step to be passed on to the next employer.
6. On commencing employment with an employer a Qualified Child Care Giver, Child Care Aide, or Senior Qualified Child Care Giver shall, within the appropriate classification be paid at the step or year of experience within the appropriate classification whichever is relevant, recognising their previous experience in the children's services industry.
7. The weekly salary shall be divided by 38 per week for Child Care Givers and Child Care Support Employees and for other employees by 37.5 for the purposes of adjustment of payment of a hourly rate. For the purposes of adjustment to an annual salary the weekly rate shall be multiplied by 52.167.
8. This clause shall apply only to employees paid according to Part B in Schedule 2B:
 - a) An employee shall not be required to be present for duty on any day on which the centre is not open.
 - b) Subject to the provisions of subclause (c) of this schedule, each employee shall be paid their ordinary salary for any day on which the employee is relieved of the obligation to present themselves for work.
 - c) In the event of the employer requiring the child care centre to open for operation during a term or semester vacation when the centre does not ordinarily open the employee shall be paid for the ordinary hours worked at the rate of time and one-half.
 - d) An employee who works for a minimum of four continuous weeks but less than an academic year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and semester vacation periods related to that academic year on the basis of 0.3 of one week's wages for each academic week the employee was employed to work in the child care centre.
 - e) An annual leave loading shall be included in the last payment of ordinary wages made prior to Christmas Day or in the event of a termination prior to the end of the college year in the final payment made to the employee.
 - f) Subject to subclause (g) of this clause, the annual leave loading shall be 17.5% of four weeks' wages at the rate of pay applicable at the time of payment.

- g) Where an employee is employed for less than the full college year, the annual leave loading shall be paid on a pro rata basis in the same proportion as the number of weeks which the employee was employed to actually work in the centre bears to the number of weeks in the same college year.

9. Definitions And Skill Descriptors For Child Care Givers – Schedule 2B

Child Care Support Employee

Definition: An untrained ancillary employee who is employed to undertake cooking duties.

Skill Descriptor: Such an employee may:

- work under routine supervision either individually or in a team environment;
- be responsible for assuring the quality of the employee's own working subject to routine supervision;
- be required to exercise discretion during the course of their own work.

9.1 Child Care Giver

Definition: An employee* at this level shall be an unqualified employee working under routine supervision, engaged to assist in the supervision and care of children and generally to assist in the functioning of the centre.

Skill Descriptor: Responsibilities of a Child Care Giver may include the following:

- Is able to perform routine duties requiring the exercise of knowledge and skills at a primary level.
- Maintain a clean, hygienic environment
- Maintain and attend to personal hygiene of children
- Attend to nutritional needs of children
- Respond to child's apparent ill -health
- Respond to accident, emergency or threat
- Implement routines which enhance well being
- Interact positively and appropriately with children
- Participate in the planning and preparation of programmes
- Assist to prepare an environment based on programme requirements
- Assist in the implementation of programmes
- Contribute to team approach
- Seek to further professional development
- Liaise appropriately with parents
- Uphold the Centre's philosophy
- Participate in appropriate administrative process
- Contribute to maintenance and care of buildings and equipment

- Implement Centre policies and procedures.
- Assisting in the facilitation of programmes suited to the needs of individual children and groups
- Provide input to trained staff by observations of individuals children and groups
- Work under direction with individual children with special needs.

9.2 Qualified Child Care Giver:

Definition: shall mean an employee who holds the qualification of Associate Diploma Social Science (Child Care) or an approved equivalent qualification which is recognised and approved by the Child Care Services Board authorising the employee to be in charge of children 0-6 years and who is so appointed.

Qualified Child Care Giver shall also include persons who do not hold approved qualifications but who have obtained an exemption from the Child Care Services Board to work at this level and who are so appointed.

Skill Descriptor: The responsibilities of a Qualified Child Care Giver may include the following

- Ensure the Centre or Service's policies are adhered to
- Ensure the maintenance of a safe working environment
- Display various methods and techniques of child management and where appropriate guide the Child Care Giver in the same
- Direct other staff members as required
- In conjunction with the Coordinator or Senior Qualified Child Care Giver or Medical staff develop, implement, monitor and review developmental programmes
- Display an ability to relate to people from various multicultural backgrounds
- Assist the Coordinator or Senior Qualified Child Care Giver with the assessment of students on placement
- Where appointed work as the person in charge of a group of children in the age range 0-6 years
- Possesses observational skills in excess of an experience Child Care Giver and the ability to programme for a child's development based on these observations. Where appropriate undertake developmental assessments.
- Participate in a team approach to deliver of the programme and if appropriate advise Child Care Givers on reasons for the programme
- Possesses the ability to formulate and implement a child's special needs programme
- Liaise with parents
- Initiate changes to the children's programmes including special needs programmes
- Develop, implement, evaluate and maintain daily routines independently
- Provide advice to Coordinator, Senior Qualified Child Care Giver or Medical staff on the needs of the service.
- Demonstrate the ability to impart knowledge and skills where appropriate to parents, students, and/or other members of the health care team and referral agencies.

- Where appropriate provide support to the family, the support network, and other health professionals.
- Where appropriate, conduct visits to clients home to undertake developmental assessments

9.3 Senior Qualified Child Care Giver

Definition: a Senior Qualified Child Care Giver shall mean a Qualified Child Care Giver appointed to carry out administrative duties in addition to the normal duties of a Qualified Child Care Giver. An employee at this level shall hold qualifications as defined for Qualified Child Care Giver and shall be responsible for the overall implementation and coordination of programme(s).

Skill Descriptor: A Senior Qualified Child Care Giver shall be competent to perform work above and beyond the level of a Qualified Child Care Giver. In addition to the normal duties of a Senior Qualified Child Care Giver the responsibilities of a Senior Qualified Child Care Giver may include the following:

- To co-ordinate the developmental programme(s) or therapeutic milieu.
- To take referrals from professional health agencies.
- To explain the function and role of the service to other agencies and professional individuals.
- To supervise in-service training of staff.
- Where appropriate initiate programmes for parent/child activity groups.
- Where appropriate liaise with specialist staff (internal and external) on appropriate programmes for children with special needs.
- Participate in In-service education.
- Identification budgetary expenses for service including fund-raising where required.
- Ensure the daily operation of the centre complies with Licensing Regulations where appropriate.
- Handle child care enrolment enquiries and allocate places in accordance with Policy where appropriate.
- Act as a positive role model and care giver for staff, parents, students and children.
- Direct and supervises the duties of support staff, volunteers and students, and ensures that appropriate standards in care are maintained at all times.
- Arrange the placement and/or maintenance of the centres equipment, furnishing, toys and consumable materials as required.
- Where appropriate collect fees, issue receipts and forward monies to appropriate officer.
- Select short-term relief staff as required and assist with appointment and orientation of child care staff.
- To conduct staff meetings and attends other relevant meetings.
- To encourage team-work amongst staff.
- Operate within the requirements of Government Legislation, Regulations and relevant Industrial Awards.
- To provide leadership and direction for other staff

9.4 College Vacation Periods

This clause shall apply only to employees paid according to Part B in Schedule 2B.

- (1) An employee shall not be required to be present for duty on any day on which the centre is not open.
- (2) Subject to the provisions of subclause (3) of this schedule each employee shall be paid their ordinary salary for any day on which the employee is relieved of the obligation to present themselves for work.
- (3) In the event of the College requiring the child care centre to open for operation during a term or semester vacation when the centre does not ordinarily open the employee shall be paid for the ordinary hours worked at the rate of time and one-half.
- (4) An employee who works for a minimum of four continuous weeks but less than an academic year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and semester vacation periods related to that academic year on the basis of 0.3 of one week's wages for each academic week the employee was employed to work in the child care centre.
- (5) An annual leave loading shall be included in the last payment of ordinary wages made prior to Christmas Day or in the event of a termination prior to the end of the college year in the final payment made to the employee.
- (6) Subject to subclause (7) of this schedule, the annual leave loading shall be 17.5% of four weeks' wages at the rate of pay applicable at the time of payment.
- (7) Where an employee is employed for less than the full college year, the annual leave loading shall be paid on a pro rata basis in the same proportion as the number of weeks which the employee was employed to actually work in the centre bears to the number of weeks in the same college year.

Operative Date	Rate applicable as at	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
	31-Dec-2009	01-Jan-2010	01-Jan-2011	01-Jan-2012
		3%	2.75%	3%
		A	B	C
Qualified Child Care Giver				
Part A				
Step 1A	\$758.40	\$ 781.20	\$ 802.70	\$ 826.80
Step 1B	\$787.00	\$ 810.60	\$ 832.90	\$ 857.90
Step 2	\$810.00	\$ 834.30	\$ 857.20	\$ 882.90
Step 3	\$832.40	\$ 857.40	\$ 881.00	\$ 907.40
Step 4	\$855.50	\$ 881.20	\$ 905.40	\$ 932.60

Operative Date	Rate applicable as at	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
	31-Dec-2009	01-Jan-2010	01-Jan-2011	01-Jan-2012
		3%	2.75%	3%
		A	B	C
Qualified Child Care Giver				
Part B				
Step 1A	\$724.90	\$ 746.60	\$ 767.10	\$ 790.10
Step 1B	\$751.90	\$ 774.50	\$ 795.80	\$ 819.70
Step 2	\$773.90	\$ 797.10	\$ 819.00	\$ 843.60
Step 3	\$795.10	\$ 819.00	\$ 841.50	\$ 866.70
Step 4	\$817.20	\$ 841.70	\$ 864.80	\$ 890.70
Senior Child Care Giver				
Part A	\$926.00	\$ 953.80	\$ 980.00	\$ 1,009.40
Part B	\$883.20	\$ 909.70	\$ 934.70	\$ 962.70
Child Care Giver				
Part A				
Step 1	\$657.90	\$ 677.60	\$ 696.20	\$ 717.10
Step 2	\$670.50	\$ 690.60	\$ 709.60	\$ 730.90
Step 3	\$682.40	\$ 702.90	\$ 722.20	\$ 743.90
Step 4	\$705.40	\$ 726.60	\$ 746.60	\$ 769.00
Child Care Giver				
Part B				
Step 1	\$628.30	\$ 647.10	\$ 664.90	\$ 684.80
Step 2	\$640.80	\$ 660.00	\$ 678.20	\$ 698.50

Operative Date	Rate applicable as at	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
	31-Dec-2009	01-Jan-2010	01-Jan-2011	01-Jan-2012
		3%	2.75%	3%
		A	B	C
Step 3	\$652.90	\$ 672.50	\$ 691.00	\$ 711.70
Step 4	\$668.00	\$ 688.00	\$ 706.90	\$ 728.10
Child Care Support Employee				
Part A				
Step 1	\$663.10	\$ 683.00	\$ 701.80	\$ 722.90
Step 2	\$675.60	\$ 695.90	\$ 715.00	\$ 736.50
Step 3	\$687.80	\$ 708.40	\$ 727.90	\$ 749.70
Step 4	\$703.90	\$ 725.00	\$ 744.90	\$ 767.20
Child Care Support Employee				
Part B				
Step 1	\$633.50	\$ 652.50	\$ 670.40	\$ 690.50
Step 2	\$645.30	\$ 664.70	\$ 683.00	\$ 703.50
Step 3	\$656.80	\$ 676.50	\$ 695.10	\$ 716.00
Step 4	\$672.40	\$ 692.60	\$ 711.60	\$ 732.90

Schedule 3: Agency Specific Schedules – Department of Culture and the Arts.

The provisions of this Clause shall only apply to employees of the Department of Culture and the Arts (“the Department”) covered by the General Agreement.

Return To Work During Periods Of Approved Absences

1. Employees who are or have been absent from the workplace other than on secondment for a period in excess of three (3) months, whether on leave without pay or unpaid parental leave, may by mutual Agreement return to work in order to meet organisational needs.
2. Subject to Agreement between the parties regarding return to work, the employee shall be paid at casual rates for the period of recall.

Operational Approach

1. The parties commit to maintaining a clear focus on outcomes by adopting flexible work practices. Emphasis will be given to increased work flexibility and job satisfaction through multiskilling and multifunctionality, supported by an appropriate level of training and professional development.

Multiskilling:

1. Providing skilled and semi-skilled carpentry services to allow for the construction of crates, frames, backing boards, exhibition furniture, etc;
2. Allowing for routine condition reporting to a standard checklist at the time of receipt and unpacking of crates;
3. Routinely ordering and maintaining stock;
4. Routinely rostering staff resources to meet operational needs and program delivery; and
5. The parties commit to provide skilled labour in support of other operations, saving on the use of contractors.

Multifunctionality:

1. The parties commit to undertake training in order to broaden skills, providing greater mobility of staff.

Part Time Flexibility

1. For the purpose of meeting exhibition schedules, part time employees may, by agreement, work an aggregate of their part time hours over an eight week period. For example, a part time employee normally working 48 hours per fortnight, may work and be paid for 76 hours per fortnight and proportionately reduce his/her normal hours for the remainder of the eight week period.
2. Unless extra hours are worked, part time employees will continue to receive their normal part time salary on a fortnightly basis.
3. By agreement within the Team process, and in order to meet schedules, part time employees may extend their hours within the range of normal full time hours without incurring overtime, up to a maximum of 8 hours per day in any day. However, any hours worked in excess of 8 hours per day will attract overtime penalties.
4. In order to meet schedules, and subject to paragraph (5), full time employees commit to accruing RDOs, which will be taken during off-peak periods.
5. No more than five RDOs can be accrued.

Classification Structure

1. The following definition will replace the definition of “Receptionist Attendant” currently contained in the Cultural Centre Award 1987 and will apply to employees engaged as Receptionist Attendants with the Western Australian Museum (“Museum”):

2. “Receptionist Attendant/Visitor Services Officer – Grade One” (VSO1) shall mean a person employed by the Department whose duties include the provision of customer service, public liaison and security to the public and the museum collection; shared responsibility for Museum admissions, reservations and registrations; interpretation of the Museum for visitors through general tours and other Museum programs; and cleaning of museum premises (including toilets).
3. The following position has been added to the classification structure currently contained in the Cultural Centre Award 1987:
4. “Visitor Services Officer – Grade Two” (VSO2) shall mean a person employed by the Department whose duties include the interpretation of the Museum for visitors through tours and interpretive programs; assistance with the provision of education programs; shared responsibility for Museum admission, reservation and registration systems, including reconciliation; provision of customer service, public liaison and security to the public and the museum collection. The provision of tours and other interpretive experiences forms a substantial part of the duties.
5. All employees engaged as receptionist attendants, as at 12 July 2004 at the Maritime Museum (including the Shipwreck Museum) will be reclassified as VSO2’s, effective from 21 June 2004.
6. Entry level positions at the Maritime Museum (including the Shipwreck Museum) will be VSO1 unless the position is specifically advertised as VSO2.
7. At the time of the registration of the General agreement the operational requirement of the Maritime Museum (including the Shipwreck Museum) for VSO2 positions is 12 Full Time Equivalents. The number of VSO2 positions will be reduced to 12 FTE’s through natural attrition.
8. Nothing in subclause (6) prevents the Department from increasing or decreasing the number of FTE positions based on its operational requirements in accordance with Clause 32- Consultation.
9. Other employees engaged as receptionist attendants elsewhere in the Museum will continue to be classified at Grade 1.
10. Nothing in subclause (9) prevents the advancement of any employee who works at a Western Australian Museum site, other than the Maritime Museum (including the Shipwrecks Museum), to the VSO2 classification if they are in fact performing the duties of a VSO2.
11. A Memorandum of Understanding will be negotiated between the union and the Department. The MOU will include JDFs of VSO1 and VSO2 positions as well as definitions of the types of tours to be conducted by VSOs.
12. Any dispute arising from the application of this Clause shall be dealt with in accordance with the dispute settlement procedure outlined in Clause 33 of the Agreement.

Audio Visual Allowance

1. The parties agree to redefine Clause 15(6) – Special Rates and Provisions - of the Cultural Centre Award – Audio Visual Allowance – within 6 months from the date of registration of this agreement.
2. This clause shall only apply to all employees working only at sites of the Western Australian Museum

Schedule 4: Agency Specific Schedules - TAFE Colleges

The provisions of this Clause shall only apply to employees of the TAFE Colleges covered by the General Agreement.

Flexible Working Hours

1. The ordinary hours of work and settlement periods may be varied by the employer and employee/s, to better cater for operational requirements and employee/s' personal responsibilities.
2. Any such arrangement is subject to agreement between the employee/s and the employer, and the union shall be notified.
3. Any such arrangement entered into must be detailed in writing, signed by the employer or the employer's delegate, and the relevant employee/s, and a copy given to the Human Resources Section.
4. Specifically excluded from these arrangements are longer working hours, overtime and split shifts except where provided for in the relevant award.
5. Notwithstanding the above, where it is considered necessary to provide more economic operations, the Managing Director may authorise the operation of alternative working arrangements in a College. The continuing operation of any alternative working arrangement, so approved, will depend on the Managing Director being satisfied that the efficient functioning of the College is being enhanced by its operation.

Progression Through The Classification Structure For Home Economics Assistants Employed by TAFE

1. New Home Economic Assistants are initially employed at level 1 step 1 of the Home Economic Assistants classification.
2. Home Economic Assistants who at the effective date of the first pay period on or after 1 January 2007 who are on the previous level 1 step 1 will translate to the new level 1 step 1 as in Schedule 2. Their increment date will be adjusted to 1 January 2007.
3. Home Economic Assistants who at the effective date of the first pay period on or after 1 January 2007 who are on the previous level 1 step 2 will translate to level 1 step 1 and will move to level 1 step 2 on their existing incremental date.
4. Home Economic Assistants who at the effective date of the first pay period on or after 1 January 2007 who are on the previous level 1 step 3 will translate to level 1 step 2 and will move to level 1 step 3 on their existing incremental date.
5. Home Economic Assistants progress through the steps of the classification by annual increments subject to Clause 25.6.
6. Home Economic Assistants progress to level 2 step 1 on their incremental date, unless the Principal indicates prior to a Home Economic Assistant's increment date that a Home Economic Assistant's work performance is not satisfactory and the Home Economic Assistant is not capable of exercising the responsibilities and carrying out the duties of a Home Economic Assistant level 2. The Principal must be able to demonstrate that performance issues are genuine and have been raised with the employee.
7. Home Economic Assistants progressing to level 2 step 1 will carry out the functions and duties as prescribed by the Home Economic Assistant level 2 JDF.
8. Movement to level 2.4
9. Home Economic Assistants at the date of registration of the General Agreement who have been employed at least six (6) years as a Home Economic Assistant will move to level 2 step 4 effective from the first pay period on or after 1 January 2007.
10. Home Economic Assistants with less than six years service will move to the level 2 step 4 after they have completed twelve (12) months service at level 2 step 3.

Pay Scales of Home Economic Assistants Employed by TAFE

Level 31 Dec. 2006		Rate	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after	Effective from the beginning of the first pay period on or after
		31-Dec-2009	01-Jan-2010	01-Jan-2011	01-Jan-2012
			3%	2.75%	3%
L1.1		\$ 738.10	\$ 760.20	\$ 781.10	\$ 804.50
L1.2		\$ 757.70	\$ 780.40	\$ 801.90	\$ 826.00
L2.1		\$ 800.80	\$ 824.80	\$ 847.50	\$ 872.90
L2.2		\$ 816.40	\$ 840.90	\$ 864.00	\$ 889.90
L2.3		\$ 839.30	\$ 864.50	\$ 888.30	\$ 914.90
L2.4		\$ 865.90	\$ 891.90	\$ 916.40	\$ 943.90

Schedule 5: Agency Specific Schedules - Department of Education - Schools

The provisions of this schedule only apply to employees of the Department of Education.

Reform Initiatives - Objectives

1. The Department of Education's mission is to ensure that students develop the understandings, skills and attitudes relevant to individual needs, thereby enabling them to fulfil their potential and contribute to the development of our society.
2. All staff strive for excellence in learning and teaching and are committed to maximising the educational achievements of all students and the maintenance of an appropriate learning and teaching environment.

Strategies and Initiatives Developed to Achieve Objectives

1. The parties are committed to the development and implementation of a broad agenda of initiatives designed to increase efficiency and effectiveness of program and service delivery of the Department of Education.
2. The parties are committed to the development and implementation of productivity improvements which include, but are not limited to:
 - a) customer focus;
 - b) changes to work practices;
 - c) continuous improvement;
 - d) review of, and implementation of, flexible application of employment conditions;
 - e) improvement of the management of staff performance;
 - f) current staffing practices;
 - g) application of new technology; and
 - h) ongoing skills development.

Reform Initiatives

1. The parties agree that change will be implemented through a gradual process which ensures that individual employees are not disadvantaged and is consistent with merit and equity principles.
2. The parties acknowledge that consultation with employees will occur with respect to school based decisions which directly affect them.
3. The parties agree to progress these workplace reforms in accordance with the terms of the General Services Agreement, which is expected to deliver significant enhancement to the efficiency and effectiveness of school operations in the medium to long term.
4. The major initiatives are outlined below in this schedule.

Flexible Working Hours Initiative

1. Employees covered by the General Services Agreement may agree to work flexible hours where these are implemented at the school site, and where:
2. an improved curriculum can be offered as a result; or more effective and efficient use of resources occurs;

3. consultation has occurred at a school level involving all stakeholders, including the union, school decision making groups, parents, students and whole of school staff;
4. issues such as duty of care, health, safety and welfare, equity and other legislative requirements have been allowed for;
5. workload, career aspirations and family circumstances have been allowed for; individual circumstances have been fully and reasonably considered; and
6. the distribution of hours is equitable.
7. Specifically excluded from these arrangements are longer working hours, overtime and split shifts except where provided for in the relevant award.
8. Arrangements for working of flexible hours as provided for in this Clause shall be subject to agreement between the employee and employer. No employee shall be coerced into working flexible hours.
9. Notwithstanding the above, where it is considered necessary to provide more economic operations, the Director-General may authorize the operation of alternative working arrangements in a school. The continuing operation of any alternative working arrangements, so approved, will depend on the Director-General being satisfied that the efficient functioning of the school is being enhanced by its operation.
10. The parties agree that employees may, by agreement with all parties, to meet the needs of individual Remote Teaching Service schools, vary the school year and hours per day to take into account educational, cultural, climate and local factors. The Principal will negotiate school hours and days of attendance and the employees will be consulted and have a choice of undertaking these changes without being coerced into taking the changes. The total hours worked in any one year will still equal the total hours that would have been worked if the school year had not been varied by the Government Services (Miscellaneous) General Agreement.

Multiskilling Initiative

1. The parties are committed to allowing employees to be deployed in a way that will best address the needs of the worksite. Employees agree to carry out such duties as are within the limits of the employee's skills, competencies and training. This could include the allocation of specific duties and/or temporary secondment to other positions in the worksite.
2. The parties to the Government Services (Miscellaneous) General Agreement will develop worksite multiskilling for employees and such development will include the following:
 - a) objective(s) and guidelines for the multiskilled position;
 - b) boundaries of the position;
 - c) rosters of work;
 - d) lines of accountability; and
 - e) adjustment, if any, to normal work.

The multiskilling proposal should not compromise any duty of care or occupational health and safety standards or requirements.

Professional and Career Development Initiative

1. Professional and career development will be based on a focus on both current and future job needs, career path planning, recognition of each employee's prior learning and building on this through the acquisition of new skills. It is agreed that accredited training is important to the development of employee skills and that relevant training shall be accessible wherever practicable.

2. Employees will be provided with opportunities for appropriate training and development during school hours (where applicable).
3. Each employee's prior learning will be recognized and built upon through the acquisition of new skills. Accredited training shall be used wherever possible.
4. Principals will ensure that all employees party to the Government Services (Miscellaneous) General Agreement have equitable access to Professional Development through the provisions of the School Grant in any school year.

Annual Leave for Gardeners

1. Gardeners may take annual leave during the year in which it accrues subject to the approval of the employer.
2. Notwithstanding subclause 1 above school gardeners shall not proceed on annual leave over summer between the period 31 October and March 30, unless the school is automatically irrigated.

Home Economic Assistants – Removal of Floor Cleaning

1. Home Economic Assistants will no longer have to undertake the floor cleaning duties. This includes the end of day cleaning and vacation "strip and sealing". Home Economic Assistants however will still, on as needs basis, clean the floor throughout the teaching day.
2. The date of effect of the removal of these duties is dependent on the Department making the appropriate assessment and amendments to the cleaning formula in each of the effected schools, therefore to be fully implemented within twelve (12) months from the date of registration of the agreement.
3. The implementation of the removal of floor cleaning duties from Home Economics Assistants will be done in full consultation and timetabled with the Union

Gardeners Working Party - Terms of Reference

1. Recognition Of Prior Service For Cleaners
Level 2 cleaners who can demonstrate at least twelve (12) months experience in a school or relevant commercial setting immediately prior to employment will commence at Level 2 Step 2.

Sun-Safe Uniforms For Gardeners

1. When the circumstances of work to be done by gardeners occasion gardeners to work in an open air environment without protection from the sun the employer shall provide, free of charge, such an employee with an appropriate sun safe uniform, sunscreen lotion and/or other protection from the direct rays of the sun comprising of the following:
2. Gardeners are provided with an appropriate sun safe uniform, sunscreen lotion and/or other protection from the direct rays of the sun.
3. The employer shall provide free of charge the following number and type of uniforms to each full-time Gardener (pro-rata for part-time employees):
 - (a) 3 pairs of long trousers and 5 long sleeved shirts; and
 - (b) Uniforms are replaced annually or earlier when necessary on a fair wear and tear basis.
4. The employer determines the sun safe material, colour, pattern and conditions of the uniforms issued.
5. At all times the uniforms issued to the employee remains the property of the employer.
6. The standard uniform issue may be varied by agreement between the employer and the Union where a school has the need for particular items of clothing to be worn. Each employee must have a sufficient number of uniforms to ensure a clean uniform daily.

7. Gardeners required to wear uniforms are entitled to all reasonable laundry expenses and as such are each paid an allowance of \$2.15 per week when full-time or otherwise on a pro rata basis).
8. To be effective from Term 4 2007.

Annual Leave Loading Cleaners

1. Cleaners shall be paid annual leave loading as a lump sum amount in the first pay period of December. This will be an amount equivalent to the loading which would have been paid had the employee taken all the leave accruing for that calendar year.

Schedule 6: Agency Specific Schedules - Country High School Hostels Authority

The provisions of this Clause shall only apply to employees of the Country High School Hostels Authority covered by the General Agreement.

Hours Of Work – Gardeners/Groundspersons

1. This Clause replaces subclause 6 (1) (b) – Hours of the Country High Schools Hostels Award 1979 in so far as it applies to gardeners and/or groundspersons.
2. As a means of working a 38 hour week, gardeners and/or groundspersons shall be entitled to payment including shift and weekend penalties:
 - a) for one day per month on which gardeners and/or groundspersons shall not be required to attend for work; or
 - b) for the following days on which gardeners and/or groundspersons shall not be required to attend for work:
 - c) three (3) agreed days during the first school term vacation in each year;
 - d) two (2) agreed days during the other school term vacations; and
 - e) five (5) agreed days during the Christmas vacation;

Whichever arrangement meets the operational requirements of the employer and is agreed to by the employee.

Schedule 7: Agency Specific Schedules – Fremantle Prison – LHMU – Industrial Agreement 2005.

1 TITLE

This Agreement shall be known as the Fremantle Prison – LHMU – Industrial Agreement 2005.

2 DEFINITIONS

- a) “Agency” means the Department of Housing and Works.
- b) “Agreement” means an industrial agreement developed in accordance with Clause 10 of the Government Services (Miscellaneous) General Agreement 2005 AG7/2005, which will be read in conjunction with the General Agreement and Award.
- c) “Award” means the Cultural Centre Award 1987.
- d) “Employee” means a person employed by the respondent who holds the title of Ticket Seller, Tour Guide, or Tour Guide Supervisor.
- e) “Employer” means the Minister for Housing and Works.
- f) “General Agreement” means the Government Services (Miscellaneous) General Agreement 2005 AG7/2005.
- g) “Ticket Seller” means an employee whose primary role is customer service including the sale of tickets to customers taking tour bookings and answering general inquiries. The Ticket Seller is to be remunerated in accordance with the Receptionist Attendant classification provided in Schedule 5 of the General Agreement.
- h) “Tour Guide” means an employee whose primary role is to lead tours through the Fremantle Prison tourist complex and present information to customers in the facility. The Tour Guide is to be remunerated in accordance with the Receptionist Attendant classification provided in Schedule 5 of the General Agreement.
- i) “Tour Guide Supervisor” means an employee whose primary role is to coordinate tours with Tour Guides and undertake tours as required. The Tour Guide Supervisor is to be remunerated in accordance with the Attendant Supervisor classification provided in Schedule 5 of the General Agreement.
- j) “Union” means the Liquor, Hospitality and Miscellaneous Union, Western Australian Branch.
- k) “WAIRC” means the Western Australian Industrial Relations Commission.

3 HOURS

- (a) The full-time ordinary hours of duty shall be 38 hours per week.
- (b) (a) The ordinary working hours for part time employees shall be less than 38 hours per week.
(b) All part time employees shall be provided with a contract of employment stipulating each employees’ minimum number of working hours per week.
- (c) The aggregate of all employees’ minimum contracted working hours per week will not exceed the total hours required to meet the needs of the Prison’s regular advertised tour schedule.
- (d) Unless extra hours are worked, part time employees will continue to receive their normal part time salary on a fortnightly basis.
- (e) Employees shall be rostered for at least two consecutive days off work in each 7-day period. These days do not have to fall on a weekend.
- (f) Employees shall be rostered for a minimum of three (3) hours for any one shift.
- (g) Ordinary hours shall not exceed eight in any one shift.

4 TUNNEL ALLOWANCE

- (a) An employee required to work underground as part of the tunnel tours in the Fremantle Prison shall be paid an allowance in addition to any other amount prescribed in this Agreement in recognition that underground tours may be subject to confined, dirty and wet conditions.
- (b) The Allowance is adjusted from the date of any wage increase by the same percentage that has been granted in that wage increase. The Allowance to be paid is as follows:
 - (i) \$1.58 per hour from the first pay period beginning on or after 1 January 2010;
 - (ii) \$1.63 per hour from the first pay period beginning on or after 1 January 2011; and
 - (iii) \$1.67 per hour from the first pay period beginning on or after 1 January 2012.

5 TORCH LIGHT TOUR ALLOWANCE

- (a) A torchlight allowance payable per hour to tour guides, ticket sellers and supervisors required to undertake the Torch Light Tours as an attraction and retention benefit and to compensate for a shorter than normal shift.
- (b) The Allowance is adjusted from the date of any wage increase by the same percentage that has been granted in that wage increase. The Allowance to be paid is as follows:
 - (i) \$11.14 per hour from the first pay period beginning on or after 1 January 2010;
 - (ii) \$11.45 per hour from the first pay period beginning on or after 1 January 2011; and
 - (iii) 11.79 per hour from the first pay period beginning on or after 1 January 2012.

6 ROSTERING

- (a) A roster of the ordinary working hours shall be posted at the Prison in such a place as it may be readily and conveniently seen by each worker concerned.
- (b) The roster shall be drawn up in such a manner as to show the ordinary working hours of each employee relating to the regular advertised tour program two weeks in advance of the roster period.
- (c) A further detailed two-week roster that includes both the working hours of each employee relating to the regular advertised tour program under subsection 2 above, and such additional hours that are required to meet ad hoc tour bookings and special events, shall be drawn up and posted not less than five working days prior to the commencement of the next roster period.
- (d) The roster referred to in subclause 3 may be altered to increase hours of part-time employees by mutual consent (recorded and signed by both parties) between an employee and the employer in accordance with 18(5) of the Award. The additional hours shall be remunerated at the appropriate base rate, including any shift or weekend penalties, but shall not include overtime loading unless the shift length exceeds 8 hours.
- (e) Provided that the hours worked by part-time employees shall not amount to more than that of full time employees in any given week.
- (f) Part-time employees may request on a twelve monthly basis or earlier that their contracted hours of work will be reviewed. An employee's contracted hours of work may be varied subject to agreement by the employer and the ongoing requirements of the Prison. Notwithstanding this, hours worked for the purposes of covering: long service leave, workers compensation, annual leave, leave without pay, temporary vacancies, or sick leave shall not be considered in the review of the employee's contracted hours.

7 CONSULTATIVE COMMITTEE

- (a) A consultative committee shall be established to resolve issues with for example, hours, rostering arrangements and casual conversions.

- (b) The Committee shall be constituted by representatives of the employer, the employees and the Union and shall meet monthly until these issues are resolved.

Schedule 8: List of Respondents

The Employing Authority of each of the following:

Country High Schools Hostels Authority

Department for Child Protection

Department for Communities

Department of Agriculture and Food

Department of Corrective Services

Department of Culture and the Arts

Department of Education

Department of Environment and Conservation

Department of Health

Department of Mines and Petroleum

Department of Sport and Recreation

Department of State Development

Department of the Attorney General

Department of Treasury and Finance

Forest Products Commission

Main Roads Western Australia

Metropolitan Cemeteries Board

Western Australia Police

Central Institute of Technology

Central West TAFE

Challenger Institute of Technology

CY O'Connor College of TAFE

Great Southern TAFE

Kimberley TAFE

Pilbara TAFE

South West Regional College of TAFE

Polytechnic West

West Coast Institute of Training