

**COUNTRY HIGH SCHOOL HOSTELS AUTHORITY ADMINISTRATIVE
OFFICERS AGENCY SPECIFIC AGREEMENT 2007**

PSAAG 8 of 2007

1. TITLE

This Agreement shall be known as the Country High School Hostels Authority Administrative Officers Agency Specific Agreement 2007 and replaces the Country High School Hostels Authority Residential College Administrative Officers Agreement 2003.

2. ARRANGEMENT

1. Title
2. Arrangement
3. Definitions
4. Purpose of Agreement
5. Application and Parties Bound
6. Term of Agreement
7. No Further Claims
8. Dispute Settlement Procedure
9. Leave of Absence
10. Annual Leave
11. Long Service Leave
12. Signatures of Parties

3. DEFINITIONS

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

- a) "Agency" means the Country High School Hostels Authority.
- b) "Agency Specific Agreement" means Country High School Hostels Authority Administrative Officers Agency Specific Agreement 2007.
- c) "Award" means the Government Officers Salaries, Allowances and Conditions Award 1989 No PSA A3 of 1989.
- d) "Christmas break" refers to the period commencing at the end of term 4 of the school year, as gazetted.
- e) "Director" means the person acting in or performing the duties of the office of Director of the Country High School Hostels Authority.
- f) "Employee" means employees of the agency working at residential colleges in a clerical and/or administrative capacity.
- g) "Employer" means the Country High School Hostels Authority as constituted by the Country High School Hostels Authority Act 1960.
- h) "General Agreement" means the Government Officers Salaries, Allowances and Conditions General Agreement 2006 PSA AG 6 of 2006, or its replacement.
- i) "School year" means the period gazetted as such by the Minister.
- j) "Term" refers to the period between commencement and finishing dates of the school term as gazetted.
- k) "Union" means the Civil Service Association of Western Australia Incorporated.
- l) "WAIRC" means the Western Australian Industrial Relations Commission.

4. PURPOSE OF AGREEMENT

The parties agree that the purpose of this Agency Specific Agreement is to provide for employment conditions specific to the Country High School Hostels Authority in accordance with Clause 9 of the General Agreement.

5. APPLICATION AND PARTIES BOUND

- 5.1 The parties bound by this Agency Specific Agreement are the Civil Service Association of WA Inc and the Country High School Hostels Authority.
- 5.2 This Agency Specific Agreement does not replace the General Agreement.
- 5.3 This Agency Specific Agreement shall apply to all employees who are members or eligible to be members of the Union and who are covered by the General Agreement and the Award.
- 5.4 This Agency Specific Agreement shall be read in conjunction with the Award and the General Agreement.
- 5.5 Except where the General Agreement identifies conditions as core, the ASA will prevail over the General Agreement and the Award to the extent of any inconsistencies.
- 5.6 At the date of registration the approximate number of employees covered by this Agency Specific Agreement is 10.

6. TERM OF AGREEMENT

- 6.1 This Agency Specific Agreement shall operate from the date of registration in accordance with Section 41 of the *Industrial Relations Act 1979* and will expire on 31 December 2008.
- 6.2 The parties to this Agency Specific Agreement agree to re-open negotiations for a replacement agency specific agreement at least six (6) months prior to the expiry of this Agreement with a view to implementing a replacement agreement where applicable, operative from 1 January 2009.

7. NO FURTHER CLAIMS

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

8. DISPUTE SETTLEMENT PROCEDURE

- 8.1 Any questions, disputes or difficulties regarding the meaning and effect of this Agency Specific Agreement shall be dealt with in accordance with this clause.
- 8.2 The employee/s and the manager/supervisor shall discuss the matter and attempt to find a satisfactory solution within three (3) working days. An employee may be accompanied by a union representative.
- 8.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution within a further three (3) working days. An employee may be accompanied by a union representative.
- 8.4 If the dispute is still not resolved, it may be referred by either party to the Director or his/her nominee.
- 8.5 Where the dispute cannot be resolved within five (5) working days of the referral of the dispute to the Director or his/her nominee, either party may refer the matter to the WAIRC.
- 8.6 The period for resolving a dispute may be extended by agreement between the parties.
- 8.7 At all stages of the procedure the employee may be accompanied by a union representative.

9. LEAVE OF ABSENCE

- 9.1 a) Employees shall not be required to present themselves for duty on any day on which the residential college at which they work is not open.
- b) Employees shall be entitled to this leave on a without pay basis, provided that if the college is closed due to a public holiday, as prescribed in Clause 23 – Public Holidays of the Award, the employees shall be entitled to that day with pay.
- 9.2 a) Notwithstanding subclause 9.1 of this clause, employees may be recalled to work during any period of leave to meet organisational workload. The employer shall give the employee at least 48 hours notice of their need to return to work. However, the employer and employee may agree to a shorter period of notice.
- b) Subject to paragraph 9.2(c) of this subclause, payment to employees recalled to work in accordance with paragraph 9.2(a) of this subclause shall be at ordinary time rates.
- c) Where agreement has not been reached to alter the 48 hour notice period with the employees concerned, the employees shall be paid overtime in accordance with Clause 22 – Overtime of the Award for those hours worked during their leave of absence.
- 9.3 Any period of leave of absence without pay that exceeds 21 days shall not, for any purpose, be regarded as part of the period of service of that employee.
- 9.4 Employees entitled to leave without pay as defined by this clause shall not be required to exhaust all other leave credits before proceeding on leave without pay.

10. ANNUAL LEAVE

- 10.1 Employees shall be required to take accrued annual leave as well as a period of leave without pay during the Christmas break.
- 10.2 If an employee has accrued less than four (4) weeks annual leave, the remainder of the Christmas break period shall be taken as leave without pay.
- 10.3 In conjunction with subclauses 10.1 and 10.2 of this clause, all other annual leave provisions prescribed by the Award shall apply.

11. LONG SERVICE LEAVE

Long service leave must usually be taken as a single block such that the employees return to work at the commencement of a school term. Other arrangements may be made subject to agreement between the employer and the employee.

12. SIGNATURES OF PARTIES

[signed]..... Date...30 May 2007.....
Jim Hopkins
Director
Signed on behalf of Country High School Hostels Authority

[signed & sealed]..... Date.....30th May 2007.....
Toni Walkington
General Secretary
The Civil Service Association of WA Inc

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	COUNTRY HIGH SCHOOL HOSTELS AUTHORITY, THE CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA INCORPORATED	APPLICANT
	-v-	
	(NOT APPLICABLE)	RESPONDENT
CORAM	PUBLIC SERVICE ARBITRATOR COMMISSIONER S J KENNER	
DATE	TUESDAY, 19 JUNE 2007	
FILE NO	PSAAG 8 OF 2007	
CITATION NO.	2007 WAIRC 00544	

Result Agreement Registered

Representation

Applicant Mr M Finnegan for the Civil Service Association of WA Inc

Respondent Not applicable

Order

HAVING heard Mr M Finnegan on behalf of the applicants, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders –

THAT the Country High School Hostels Authority Administration Officers Agency Specific Agreement 2007 as filed in the Commission on 6 June 2007 in the terms of the following schedule be and is hereby registered as an industrial agreement.

PUBLIC SERVICE ARBITRATOR

COMMISSIONER S J KENNER

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	COUNTRY HIGH SCHOOL HOSTELS AUTHORITY, THE CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA INCORPORATED	APPLICANT
	-v-	
	(NOT APPLICABLE)	RESPONDENT
CORAM	PUBLIC SERVICE ARBITRATOR COMMISSIONER S J KENNER	
DATE	TUESDAY 26 JUNE 2006	
FILE NO.	PSAAG 8 OF 2007	
CITATION NO.	2007 WAIRC 00553	

Result Correction order issued

Representation

Applicant Mr M Finnegan for the Civil Service Association of WA Inc

Respondent Not applicable

Correction Order

WHEREAS an error occurred in the Order issued in this matter, the Commission, in order to correct the error and pursuant to the powers conferred on it under the Industrial Relations Commission Act, 1979, hereby orders –

1. THAT all references to “Country High School Hostels Authority Administration Officers Agency Specific Agreement 2007” in the order dated 19 June 2007 be deleted and replaced with “Country High School Hostels Authority Administrative Officers Agency Specific Agreement 2007.
2. THAT the Country High School Hostels Authority Residential College Administrative Officers Agreement 2003 be and is hereby cancelled.

COMMISSIONER S J KENNER
PUBLIC SERVICE ARBITRATOR