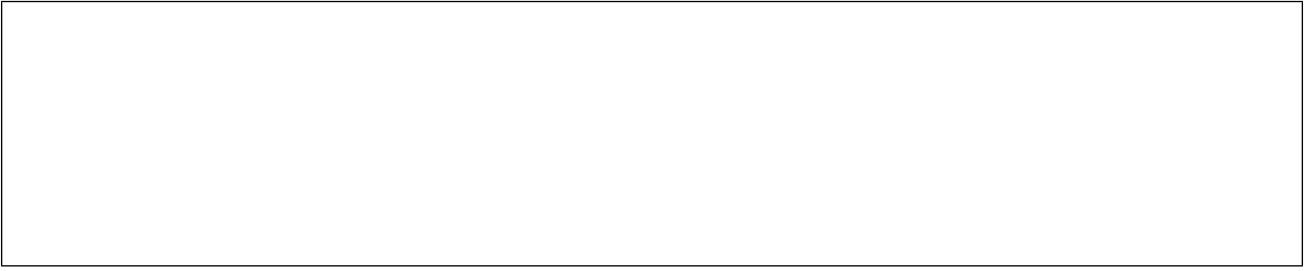


**CY O'CONNOR COLLEGE OF TAFE PUBLIC SERVICE AND
GOVERNMENT OFFICERS' AGENCY SPECIFIC AGREEMENT 2003**

No. PSAAG 58 of 2002



1. TITLE

This Agreement shall be known as the CY O'Connor College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003.

2. ARRANGEMENT

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3. DEFINITIONS

- 3.1 For the purposes of this Agency Specific Agreement the following definitions shall apply.
- a) "Agency" means CY O'Connor College of TAFE.
 - b) "Agency Specific Agreement" means CY O'Connor College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003.
 - c) "Award" means the Government Officers Salaries, Allowances and Conditions Award 1989 or the Public Service Award 1989 whichever is applicable.
 - d) "Employee" means a Government Officer within the meaning of the Industrial Relations Act 1979 or

a Public Service Officer as defined by the Public Sector Management Act 1994 whichever is applicable.

- e) "Employer" means the Governing Council of the CY O'Connor College of TAFE.
- f) "General Agreement" means the Government Officers Salaries, Allowances and Conditions General Agreement PSA AG 25 of 2002 or its replacement or the Public Service General Agreement PSA AG 24 of 2002 or its replacement whichever is applicable.
- g) "Union" means the Civil Service Association of Western Australia Incorporated.
- h) "WAIRC" means the Western Australian Industrial Relations Commission.

4. PURPOSE OF AGREEMENT

- 4.1 The parties agree that the purpose of the Agreement is to provide for specific employment conditions within CY O'Connor College of TAFE in accordance with intentions of Clause 25 – Preservation and Transition of the Public Service General Agreement 2002.

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 Governing Council of the CY O'Connor College of TAFE.
- 5.2 This Agency Specific Agreement does not replace the General Agreement.
- 5.3 This Agency Specific Agreement shall apply to all employees who are members or eligible to be members of the Union and who are covered by the General Agreement and the Award.
- 5.4 This Agency Specific Agreement shall be read in conjunction with the Award and the General Agreement.
- 5.5 Where the provisions of the Award are inconsistent with this Agency Specific Agreement, the provisions of this Agency Specific Agreement shall prevail.
- 5.6 Where the provisions of this Agency Specific Agreement are inconsistent with the General Agreement, the provisions of the General Agreement shall prevail, other than the provisions of Clause 5 – Application and Parties Bound and Clause 6 – Term of Agreement.
- 5.7 At the date of registration the approximate number of employees covered by this Agency Specific Agreement is 31.

6. TERM OF AGREEMENT

- 6.1 This Agency Specific Agreement shall operate from 1 January 2003 in accordance with Section 41 of the *Industrial Relations Act 1979* and will expire on 31 December 2004.
- 6.2 The parties to this Agency Specific Agreement agree to re-open negotiations for a replacement Agency Specific Agreement at least six (6) months prior to the expiry

of the Agreement with a view to implementing a replacement agreement where applicable, operative from 1 January, 2005.

7. NO FURTHER CLAIMS

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

8. DISPUTE SETTLEMENT PROCEDURE

- 8.1 Any questions, disputes or difficulties arising under this Agency Specific Agreement or in the course of the employment of employees covered by this Agency Specific Agreement shall be dealt with in accordance with this clause.
- 8.2 The employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three (3) working days. An employee may be accompanied by a union representative.
- 8.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three (3) working days. An employee may be accompanied by a union representative.
- 8.4 If the dispute is still not resolved, it may be referred by the employee/s or union representative to the Director General/Chief Executive Officer or his/her nominee.
- 8.5 Where the dispute cannot be resolved within five (5) working days of the union representatives' referral of the dispute to the Director General/Chief Executive Officer 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. OBJECTIVES OF THE AGREEMENT

- 9.1 It is the shared objectives of the parties to:
- a) Work towards alignment of conditions for all TAFE employees.
 - b) Meet the requirements of clients and students through the provision of reliable, efficient and competitive services.
 - c) Achieve improvement and greater flexibility of working patterns and arrangements.

- d) Promote and facilitate enhanced employee relations and increased job satisfaction.

10. MAINTENANCE OF ALLOWANCES

- 10.1 Wherever an Award allowance is calculated by reference to a classification salary point in the CY O'Connor College of TAFE Public Service and Government Officers' Enterprise Bargaining Agreement 2000, the allowance rates will be maintained until exceeded by those provided in the Award.

11. ADDITIONAL ALTERNATIVE WORKING ARRANGEMENTS

- 11.1 In addition to the alternative working arrangements provided in Clause 16 (4) of the Award, Accrued Days Off and Enhanced Flexitime may be worked as specified in this clause. Each of the alternative working arrangements is a 'stand alone' arrangement and an individual employee may work under more than one arrangement at any time if authorised by the employer.

- 11.2 The provisions under this clause and flexitime under clause 16(7) of the Award shall apply to part time employees on a pro-rata basis.

11.3 Accrued Days Off

- 11.3.1 For the purposes of calculating all entitlements and leave accruals, the ordinary full time hours of work will be 37.5 hours per week.

- 11.3.2 Notwithstanding subclause 11.3.1 and subject to subclause 11.3.3, at his or her discretion an employee may elect to actually work 39 hours per week and accrue an entitlement to ten additional paid Accrued Days Off (ADOs) per calendar year.

- 11.3.3 Notwithstanding subclause 11.3.1 and subclause 11.3.2, if there is an alternative standard hours arrangement in operation at the college then that will be the arrangement that the employee may elect to work to accrue an entitlement to ten additional paid ADOs per calendar year and the provisions of subclause 11.3.2 will not apply.

- 11.3.4 The actual hours of duty prescribed in subclause 11.3.2 and 11.3.3 will be worked between the hours of 7.00 am to 6.00 pm Monday to Friday and can be varied by agreement with the college so that the employee accrues ten additional ADOs and works an average of 37.5 hours per week across the year, provided that:

- a) The maximum hours worked do not exceed 10 hours per day or 50 hours per week; and
- b) The averaging of hours of duty actually worked will occur over a maximum period of three (3) calendar months, which will coincide with the four quarters of the year, beginning with 1 January; and
- c) At the discretion of the Managing Director, an alternative system of averaging to that prescribed in subclause 11.3.4 (b) may be implemented.

11.3.5 The 10 paid ADOs will accrue per calendar year, calculated on a weekly basis inclusive of public holidays. The method by which these days may be taken, eg hourly, daily weekly will be agreed between the parties at College level.

11.3.6 If the employee is off duty on accrued day(s) off, he/she will not be able to claim payment for sick leave in substitution for accrued days off.

11.3.7 The employee will not accrue accrued days off while on any period of leave without pay beyond two weeks, or annual leave beyond four (4) weeks, long service leave beyond four (4) weeks, sick leave beyond 4 weeks, or worker's compensation beyond four (4) weeks.

11.3.8 For periods where ADOs do not accrue under clause 11.3.7, employees will be credited with working hours of 37.5 per week and ADOs for the calendar year will accrue on a pro-rata basis.

11.3.9 Accrued days off must be taken in the calendar year in which they accrue and cannot be carried forward from year to year.

11.4 **Enhanced Flexitime**

11.4.1 Employees may select their own starting and finishing times within the following periods:

7.30am to 9.30am
12.00 noon to 2.00pm
3.30pm to 6.00pm

11.4.2 A flexitime roster shall be maintained by the employer who will indicate the minimum staffing and other requirements in respect to starting and finishing times, lunch break coverage and flexileave in accordance with the following:

- a) The flexitime roster shall be made available to all affected employees no later than three days prior to the settlement period described in subclause of this clause.
- b) The flexitime roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine hours to suit operational needs.
- c) Subject to four weeks' notice being given, the employer may withdraw the authorisation of a flexitime roster.

11.4.3 Employees must work in the following core periods:

9.30am to 12.00 noon
2.00pm to 3.30pm

11.4.4 An employee shall be allowed a meal break between 12.00 noon and 2.00pm of not less than 30 minutes but not exceeding 45 minutes except where approved by the employer.

11.4.5 For the purpose of this clause, a settlement period will:

- a) Consist of 12 weeks;
- b) Have the required hours of duty of 450 or pro rata;
- c) Commence at the beginning of a pay period.
- d) Credit hours at any point within the settlement period will not exceed 60 hours.

11.4.6 An Employee may be allowed to clear flexileave of a maximum of 6 full days, or any combination of half days and full days that does not exceed 6 full days in any settlement period.

11.4.7 Full days of flexileave may be taken in accordance with College policy.

11.4.8 Flexileave days may be taken consecutively during a Christmas Closedown.

11.4.9 Notwithstanding subclause 11.4.6 of this clause, in the case of a Christmas closedown of 12 working days, where sufficient credit hours are accrued, an employee may take seven consecutive flexileave days. This subclause does not apply in the case of a Christmas Closedown of less than 12 working days.

11.4.10 Credit hours to a maximum of thirty-seven hours thirty minutes will be allowed at the end of each settlement period and will be carried forward to the next settlement period.

11.4.11 Debit hours to a maximum of four hours shall be allowed at the end of each settlement period and shall be carried forward to the next settlement period.

11.4.12 For debit hours in excess of four hours, employees shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subclause 11.4.11 of this clause.

11.4.13 In the case of credit hours greater than thirty-seven hours thirty minutes gained in one settlement period, the hours in excess of thirty-seven hours thirty minutes will be lost.

12. VARIATION OF SPREAD OF HOURS

12.1 Notwithstanding the prescribed hours of duty in clause 16 of the Award, at the instigation of the employee, the ordinary hours of work may be varied to a commencement time earlier than 7.00am, Monday to Friday, subject to employer agreement. Any agreement must be voluntarily and genuinely made and an employee may not be forced, coerced or intimidated into any such variation to the spread of ordinary hours during which the hours of work may be worked.

13. CHRISTMAS CLOSEDOWN

13.1 The College may observe a closedown over the Christmas/New Year period.

- 13.2 The duration of the closedown will be at the discretion of the Managing Director but will not exceed 12 working days.
- 13.3 Employees will be required to take annual leave, accrued days off, long service leave, rostered days off, time in lieu of overtime or flexitime credit hours on the working days that the College is closed down. The employee may elect which form of leave is to be taken.
- 13.4 The Managing Director will as soon as possible, in each calendar year but not later than 30 June, advise employees of the period of closedown and the number of working days involved.
- 13.5 When taking leave during the year employees must be aware of the requirement to retain credits to cover the required number of days over the compulsory close down period.
- 13.6 New employees, employees who have exhausted their annual leave credits at the commencement of this Agreement, or employees who have been granted approval to utilise all leave credits will be entitled to take leave without pay or go into debit to cover the amount of leave involved, provided a refund is made by the employee, on termination, if credits to the value of the leave taken in advance have not been accrued.

14. CASUAL EMPLOYMENT

- 14.1 Casual employees may be employed for up to three months in any period of engagement provided that, where operationally necessary and in compliance with subclause 14.2 of this clause the period of engagement may be extended for up to one period of a further three months.
- 14.2 All casual engagements shall be in accordance with the following guidelines.
- a) The type of employment involves specific workload demands of a short term nature;
 - b) The job is a short term project of a finite nature;
 - c) To replace an employee during a short term approved leave of absence.

15. SUBSTANDARD PERFORMANCE

- 15.1 For the purposes of this Clause, the performance of an employee is substandard if the employee does not, in the performance of the functions that he or she is required to perform, attain or sustain a standard that a person may reasonably be expected to attain or sustain in the performance of his or her duties.

- 15.2 No employee shall be subject to the penalties of clause 15.3 unless a fair procedure is applied and decisions and processes incorporate the principles of natural justice and are free from bias.
- 15.3 If, in accordance with the College's substandard performance management policy, an employee is found by the College to be performing at a substandard level, the College may:
- a) withhold an increment of remuneration otherwise payable to that employee;
 - b) reduce the classification of that employee; or
 - c) terminate the employment of that employee.
- 15.4 If an employee who has been subject to substandard performance management is aggrieved by any resulting decision, he/she may appeal against that decision in the WAIRC.

16. BREACHES OF DISCIPLINE

- 16.1 No employee shall be subject to the penalties of clause 16.2 unless a fair procedure is applied and decisions and processes incorporate the principles of natural justice and are free from bias.
- 16.2 If, in accordance with the College's disciplinary policy, an employee is found by the College to have committed a breach of discipline, the College may:
- a) reprimand the employee;
 - b) transfer the employee to another public sector agency or authority, with the consent of that agency or transfer the employee to another position at the College at which the employee is currently employed;
 - c) impose on the employee a fine not exceeding the equivalent of five days pay that the employee would have received immediately prior to the breach of discipline finding;
 - d) reduce the monetary remuneration of the employee within the employee's existing classification;
 - e) reduce the level of classification of the employee;
 - f) dismiss the employee;
- 16.3 Other than where the employee is dismissed under subclause 16.2(f), the employer may take action under any two or more of the above sub-clauses.
- 16.4 If an employee who has been subject to disciplinary action is aggrieved by a decision resulting from such action, he/she may appeal against that decision to the WAIRC.

17. REPAYMENT OF OVERPAYMENTS

- 17.1 Any salary overpayments will be repaid to the employer within a reasonable period of time.
- 17.2 If agreement cannot be reached, the employer may deduct the amount of overpayment over the same length of time that the overpayments occurred, or up to 6 months, whichever period is less.
- 17.3 The employer may not deduct or require an employee to repay an amount exceeding 20% of the employees' net pay in any one pay period.
- 17.4 On compassionate grounds, the Managing Director may allow an extended period for the repayment of overpayments.

18. TRANSFER

- 18.1 With the agreement of the employee, the College may transfer, at the same level of classification, an employee from one office, post or position within the College to another such office, post or position, for which that employee possesses the appropriate qualifications and skills, provided the College considers it to be in its interests to do so. Such transfers include the transfer of an employee from one campus of the College to another campus of the College.
- 18.2 With the agreement of the employee, the College may, with the approval of another TAFE College or the Department of Training, transfer at the same level of classification an employee from one office, post or position at the College to an office post or position at another TAFE college in Western Australia or the Department of Training:
- a) for which the latter office, post or position, that employee possesses the requisite qualification; and
 - b) for which the function assigned to the latter employee, post or position are appropriate to that level of classification.
- 18.3 On the transfer of an employee under subclause 18.2, the TAFE college/Department of Training to which the transfer takes place:
- a) becomes the employer of the employee; and
 - b) is substituted for the College from which the transfer takes place as a party to any contract of employment of the employee.
- 18.4 The decision to transfer will be equitable and free from bias.
- 18.5 If the College transfers an employee in accordance with subclause 18.1 or 18.2 of this Clause it will comply with the following:

- a) The transfer will be at the employee's current classification level;
- b) The transfer will not result in a loss of the employee's continuity of service;
- c) The transfer will not change the tenure of the employee;
- d) The College's and employee's needs will be taken into account in the transfer decision. The employee's needs include distance of new work site from place of residence, skills, qualification and experience of the employee, requirement to undertake training to perform the duties of the new position and family responsibilities;
- e) The employee will be notified of the transfer decision and arrangements. The College will give the employee at least four weeks notice of intention to transfer;
- f) Policies relating to transfer will be documented, equitable, free from bias, applied consistently and accessible to College employees;
- g) The decisions and processes relating to transfer will embody the principles of natural justice including access to documentation specifically relating to the particular employee's transfer, explanation as to the reasons for the transfer and consultation with the employee where their input is taken into consideration;
- h) The transfer decision will be capable of review; and
- i) The appropriate confidentiality will be observed.

18.6 The College must adhere to the Public Sector Standards in Human Resource Management, specifically the Transfer Standard.

18.7 In event of a breach of standard finding by the Commissioner for Public Sector Standards, the College will do its utmost to provide the claimant with satisfactory relief consistent with any advice from the Commissioner for Public Sector Standards.

18.8 If the College does not act in accordance with clause 18.7, it will be in breach of the Agreement as well as the Public Sector Management (Examination and Review Procedures) Regulations 2001.

18.9 In accordance with the Public Sector Management (Examination and Review Procedures) Regulations 2001, a claimant who makes a breach of standard claim against the Transfer Standard prior to being transferred cannot be transferred until the breach claim has been resolved.

18.10 If legislation is introduced that provides for the transfer of employees between campuses, colleges and/or the Department of Training then this clause will cease to have effect from the date the legislation takes effect.

19. **SECONDMENT**

19.1 The purposes of this Clause is to provide a power to second employees:

- a) from the College to another TAFE College in Western Australia; and
- b) from the College to the Department of Training.

19.2 Secondments under this clause must be:

- a) undertaken by agreement between the employer and employee; and
- b) in accordance with the Public Sector Standards on Human Resource Management.

19.3 If legislation is introduced that provides for the secondment of employees between campuses, colleges and/or the Department of Training then the provisions of this clause will cease to have effect from the date the legislation takes effect.

20. TRAVELLING ALLOWANCE

20.1 This clause should be read in conjunction with Clause 42 of the Award.

20.2 Where an employee travels on official business and accommodation is paid for directly by the employer, the employee will not be entitled to an allowance for accommodation provided under clause 42 and Schedule J of the Award.

20.3 An employee who travels on official business who pays for his/her own accommodation will be reimbursed reasonable expenses on the basis of the production of receipts for accommodation costs up to the maximum allowances provided under clause 42 and Schedule J of the Award.

20.4 All other allowances provided under clause 42 of the Award will apply as per the terms of the Award.

21. SIGNATURES OF PARTIES

[SIGNED]

Peter Mahler
Managing Director
CY O'Connor College of TAFE

10.12.02

Date: _____

[SIGNED]

13.12.02

Date:

Toni Walkington
General Secretary
The Civil Service Association of WA Inc