

**GOVERNMENT SCHOOLS (AGRICULTURAL COLLEGES AND  
SCHOOLS) RESIDENTIAL SUPERVISORS' AGREEMENT 2009**

**PSAAG 3 of 2009**

**1. TITLE**

1.1 This Agreement is known as the Government Schools (Agricultural Colleges and Schools) Residential Supervisors’ Agreement 2009.

**2. ARRANGEMENT**

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**3 DEFINITIONS**

3.1 For the purposes of this Agreement the following definitions shall apply.

- a) “Active Night Shift” means a shift where an employee is expected to be actively working.
- b) “Agreement “ means this agreement.
- c) “Award” means the Government Officers Salaries Allowances and Conditions Award 1989 (PSA A3 of 1989).
- d) “Department” means the Department of Education and Training.

- e) “Employee” means a Residential Supervisor employed pursuant to the *School Education Act 1999*.
- f) “Employer” means the Director General of the Department of Education and Training.
- g) “Essential Nature” means situations urgent in nature, which may include but are not restricted to situations requiring immediate attention by Residential Supervisors, such as attendance to ill residents, disturbance or intrusion, in any facility wherein students are accommodated.
- h) “General Agreement” means the Government Officers Salaries Allowances and Conditions General Agreement 2008 (PSA AG 10 of 2008).
- i) “Ordinary hours of duty” means the employees normal working hours as prescribed in Clause 8 - Hours of Duty.
- j) “School year” means the period gazetted as such by the Minister.
- k) “Sleep-shift” means - a period of time overnight when students should generally be asleep and when an employee is required to reside in accommodation adjacent to or attached to student accommodation and is required to be immediately contactable by students or the Principal and to deal with situations particularly of an essential nature which but for an interruption, the employee is permitted to sleep.
- l) “Term” means the period between commencement and finishing dates of the school term as gazetted.
- m) “Union” means The Civil Service Association of Western Australia Incorporated.
- n) “WAIRC” means the Western Australian Industrial Relations Commission.
- o) “Year” means a calendar year, 1 January to 31 December.

#### **4. APPLICATION AND PARTIES BOUND**

- 4.1 The parties bound by this Agreement are the Director General of the Department of Education and Training and The Civil Service Association of Western Australia Incorporated.
- 4.2 This Agreement shall apply to all employees who are employed in accordance with section 235(1)(c) of the *School Education Act 1999* in the position of Residential Supervisor, at a Government School or College of Agriculture within the state of Western Australia and who are members, or are eligible to be members, of The Civil Service Association of Western Australia Incorporated.
- 4.3 As at the date of registration approximate number of employees bound by this Agreement is approximately 36.

- 4.4 This Agreement shall be read in conjunction with the Award and the General Agreement. Where the provisions of the Award or General Agreement are inconsistent with the provisions of this Agreement the terms of this Agreement shall prevail.
- 4.5 This Agreement replaces, in entirety, the Government Schools (Agricultural Colleges and Schools) Residential Supervisors' Agreement 2005 (No PSA AG 22 of 2005).

**5. TERM OF AGREEMENT**

- 5.1 This Agreement operates from the date of registration and in accordance with Section 41 of the *Industrial Relations Act 1979* will expire on 31 December 2011.
- 5.2 The parties to this Agreement agree to re-open negotiations for a replacement Agreement at least six (6) months prior to the expiry of this Agreement with a view to implement a replacement Agreement operative from 1 January 2012.

**6. NO FURTHER CLAIMS**

- 6.1 The parties to this Agreement undertake that for the term of this Agreement there will be no salary increases sought or granted other than as provided under the terms of this Agreement. This includes salary adjustments arising out of State Wage Cases. Such increases are to be absorbed in the salaries set out in this Agreement.
- 6.2 The parties to this Agreement undertake that for the term of this Agreement there will be no further claims on matters contained in this Agreement or otherwise except where specifically provided for by this Agreement.

**7. COMMUTATION OF SHIFT ALLOWANCE AND WEEKEND PENALTY.**

- 7.1 The annual salaries payable under this Agreement shall be as provided by Schedule 2. Salaries of the General Agreement and as may be replaced from time to time.
- 7.2 Employees covered by this Agreement, except for casual employees, are not entitled to the payment of a shift allowance or weekend penalty as prescribed by the Award.
- 7.3 (a) Employees covered by this Agreement, except for casual employees, shall receive a 40% commuted allowance per annum to compensate for the circumstances of the work and the hours of duty (i.e. weekend shift penalties, afternoon and night shift allowances including on call allowances for rostered sleep-shifts). The loading shall be calculated on the base salary of the employee's classification and increment step.
- (b) For the purposes of this clause, "casual employee" means an officer engaged by the hour for a period not exceeding one calendar month in any period of engagement, in accordance with Clause 6 of the Award.
- (c) Casual employees covered by this Agreement shall, in addition to the 20% casual loading as provided by the Award, receive a shift allowance or weekend penalty as applicable for each shift worked, and the on-call allowance for each sleep shift worked, as provided by the Award.

## 8. HOURS OF DUTY

### ORDINARY HOURS

- 8.1 The Principal shall determine the roster hours of duty for employees so as to meet College requirements. In determining the needs of the school or college over the year, a principal may incorporate into the roster the utilisation of active night shifts in conjunction with or to the exclusion of a sleep-shift, and attendance between terms. In doing so the principal shall ensure that:
- (a) The total roster hours of duty for those employees not working regular Sundays and Public Holidays as per clause 8.21 shall not exceed 1710 hours in any one (1) year, which excludes:
    - (i) Four (4) weeks annual leave entitlement in any one (1) year;
    - (ii) Ten (10) days public holidays;
    - (iii) Two (2) days in lieu of repealed Public Service Holidays.
  - (b) The total roster hours of duty, for those employees working regular Sundays and Public Holidays as per clause 8.21 shall not exceed 1672.5 hours in any one (1) year, which excludes:
    - (i) Five (5) weeks annual leave entitlement in any one (1) year;
    - (ii) Ten (10) days public holidays;
    - (iii) Two (2) days in lieu of repealed Public Service Holidays.

### Annualised hours and overtime

- 8.2 All hours are annualised, however the maximum hours to be worked in any one (1) fortnightly roster shall not exceed ninety (90) hours.
- 8.3 An employee shall only be entitled to the payment of overtime where the roster hours exceed those hours as referred to in sub-clause 8.1 in any one year. However, with the exception of a sleep-shift, all hours worked, up to the maximum referred to in sub-clause 8.1 in any one year, as required by the roster or at the direction of the employer, shall aggregate as ordinary hours;
- (a) Where the employee's ordinary hours for the year are exceeded, payment of the additional hours worked as required at the direction of the employer, shall be at the rate of time and one half for the first 3 hours and double time for all hours thereafter on any one day.

**Shifts**

- 8.4 An employee may be rostered to work on any of the seven (7) days of the week provided that no employee shall be rostered for more than six (6) consecutive days subject to subclauses 8.9 and 8.14.
- 8.5 An employee shall not be rostered to work less than for four (4) hours or more than twelve (12) hours in any one (1) shift.
- 8.6 All roster hours shall be worked as a continuous shift and where appropriate, shall include a paid meal break, which shall be taken with and at the same time as the students.
- 8.7 An employee shall not be rostered for duty until at least ten (10) hours have elapsed from the time the officer's previous rostered shift ended. The ten (10) hour break may be reduced to accommodate special shift arrangements, except that under no circumstances shall such an agreement provide for a break of less than seven (7) hours
- 8.8 Subject to sub clause 8.9 and 8.10 below, the number of active night shifts shall be limited to a maximum of six (6) consecutive shifts in any one roster period. The number of sleep shifts shall be limited to three (3) sleep shifts per week or six (6) per fortnight.
- 8.9 Employees shall be entitled to two (2) full consecutive days or forty eight (48) consecutive hours off duty per seven (7) consecutive roster days. In determining the roster, a principal may allow up to four (4) consecutive days off within a fourteen (14) day roster period.
- 8.10 Employees shall be entitled to at least forty eight (48) consecutive hours off duty after an active night duty prior to being rostered on a different shift. This does not prevent an employee being rostered to work consecutive active night duty shifts.
- 8.11 Where an employee is required to work prior to the commencement of or immediately following a 12 hour shift, the maximum period of ordinary hours shall not exceed 14 hours in total for that shift.
- 8.12 The roster period shall commence at the beginning of a pay period and continue for fourteen (14) consecutive days. Rosters shall be available to employees at least five (5) clear days prior to the commencement of the roster
- 8.13 Consideration is given to the student population gender such that staff is not, so far as is practicable, exposed to undue risk of allegations of impropriety or inappropriate conduct and behaviour.
- 8.14 The pattern of rostered shifts is to be shared as equitably as possible between all employees.
- 8.15 Notwithstanding the provisions of subclauses 8.5 to 8.13 inclusive, an employee may request in writing, and with the written agreement of the principal, to be retained on a particular shift or shift pattern. The full allowance as provided at clause 7.3(a) of this

Agreement shall continue to be paid provided that the agreed roster pattern incorporates work on weekdays, weekends and/or public holidays.

### **Rosters and Overtime**

- 8.16 A roster may only be altered on account of a contingency which the employer could not have been reasonably expected to foresee. When a roster is altered the employee concerned shall be notified of the changed shift not less than twenty four (24) hours before the changed shift commences.
- 8.17 Provided that where such notice is not given or, as a result of a recall to duty, the hours to be worked within the applicable roster period will not exceed ninety hours (90):
- (a) the hours required to be worked due to the alteration or recall shall be aggregated to the employee's ordinary hours in accordance with the rates as prescribed in clause 22 – Overtime of the Award;
  - (b) Sub-clause 8.17(a) shall not apply to an employee who was absent from duty on the employee's last rostered shift.
- 8.18 Employees shall be allowed to exchange shifts or days off with other employees provided the approval of the employer has been obtained and provided further that the excess hours worked shall not involve the payment of overtime.
- 8.19 An employee who has been rostered off duty, exclusive of the between term breaks, in accordance with sub clause 8.9 above and is directed to return to work, shall be paid at the prescribed rate of overtime, as contained in Clause 22 – Overtime of the Award, until such time as the rostered time off is resumed or the next rostered time on starts.

### **Public Holidays**

- 8.20 An employee rostered to work on a public holiday shall, in addition to the payment of the commuted allowance, be credited to their aggregate hours, 1.5 times the amount of hours worked.
- 8.21 An employee who is rostered to work regularly on Sundays and/or public holidays shall be allowed one (1) week's leave in addition to the employee's normal entitlement to annual leave of absence for recreation leave. For the purposes of this sub clause regular shall be defined as meaning eleven (11) or more Sundays and/or public holidays in a twelve (12) month period.



**Between Term Breaks**

- 8.22 During between term breaks, the principal may roster employees on or off duty in determining the operational needs of the School or College during that period. Where an employee is rostered off the employee shall be entitled to receive their normal salary including the commuted allowance.
- 8.23 In determining the operational needs of the School or College between term breaks the principal shall so far as is practicable, seek expressions of interest from the employees for work assignment during the period.
- (a) In the absence of any nomination the principal may roster the required number of staff on duty between term breaks.
  - (b) Notwithstanding the above, any required rostering of an employee for work between term breaks shall be distributed as equitably as possible.
  - (c) Albeit that an employee may not be required to work between term breaks, and therefore may be rostered off duty, the principal reserves the right to recall an employee to duty with 24 hours notice on account of unforeseen circumstances, unless that employee is on approved annual leave. All hours work due to a recall shall aggregate to the employee's ordinary hours.

**Excursions**

- 8.24 Where an employee is rostered to participate in an excursion .all provisions of the Agreement will continue to apply.
- 8.25 Where an employee is required to provide first aid to a student who is unable to participate in the day's events or to provide security to the campsite, the required hours will be aggregated towards the employee's ordinary hours.
- 8.26 For the purposes of subclause 8.25 above, provided that the safety and welfare of the employee or students is not compromised, the provision of sub clause 8.11 shall not apply.

**SLEEP-SHIFT**

- 8.27 An employee may, as part of the roster, be required to perform sleep-shifts as a regular part of their duties. The following conditions shall apply to each sleep-shift performed by an employee:
- (a) All hours covered by a sleep-shift roster period are in addition to the ordinary hours of duty. However, where the employee is required to attend to situations of an Essential Nature, the details of which are fully recorded by the employee in the shift log book and the time to deal with the issue exceeds thirty (30) minutes, the employee will be granted the full period of the disturbance to aggregate towards the employee's ordinary hours.
  - (b) In circumstances where the employee is disturbed for a reason other than a situation of an Essential Nature and the Principal believes that in the circumstances it is fair and reasonable to do so, the employee may be granted all or part of the time for the disturbance to aggregate towards the employee's ordinary hours.
  - (c) Employees shall be provided with separate accommodation for sleep-shifts which should at least contain a bed, tea and coffee making facilities and private ablution facilities.
  - (d) Employees rostered on a sleep shift must be rostered off duty for a minimum seven (7) hours during that shift, however employees are required to attend to situations of an Essential Nature as per subclause 8.27(a).

**9. ADDITIONAL LEAVE FLEXIBILITIES****Long service leave**

- 9.1 An employee shall be entitled to receive the allowances as provided by clause 7 – Commuted Allowance of this agreement during any period of long service leave as provided by Clause 25 - Long Service Leave of the Award.

**Annual Leave**

- 9.2 An employee covered by this agreement shall take all their annual leave entitlement as provided by Clause 23 - Annual Leave of the Award in the year it is accrued. Employees may take annual leave, with the approval of the employer at any time during the year provided it is within between term breaks.
- 9.3 Notwithstanding subclause 9.2 above, the employer may on sufficient cause being demonstrated grant access to accrued or pro rata annual leave entitlement during a school term.

## **10. EXCLUDED ALLOWANCES**

10.1 Employees covered by this agreement, other than casual employees, shall not be entitled to the following allowances or conditions as provided by the following clause of the Award:

21 Shift work allowance

10.2 Employees covered by this agreement shall not be entitled to the following allowances or conditions as provided by the following clauses of the Award:

45 Flying allowance;

49 Relieving allowance;

51 Seagoing allowance;

54. Annual interstate allowance;

56 Weekend absence from residence.

## **11. DISPUTE SETTLEMENT PROCEDURES**

### **Employee/Employer Disputes**

11.1 Any questions, difficulties or disputes arising in the course of the employment of employees covered by this Agreement shall be dealt with in accordance with this clause.

11.2 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 working days. An employee may be accompanied by a union representative.

11.3 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 working days. An employee may be accompanied by a union representative.

11.4 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.

11.5 Where the dispute cannot be resolved within five 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.

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

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

**Parties to this Agreement Disputes**

11.8 Any questions, difficulties or disputes arising under this Agreement between the parties, may be referred by either party to the WAIRC for conciliation and where appropriate arbitration.

11.9 The provisions of subclause 11.8 will not be construed in a manner that cancels the effect of clause 6 – No Further Claims of this General Agreement.

**12. SIGNATURES OF PARTIES**

Signed and sealed

Date 9 June 2009

**Toni Walkington**

**General Secretary**

**The Civil Service Association of Western Australia Incorporated**

Signed

Date 2 June 2009

**Sharyn O'Neill**

**Director General**

**Department of Education and Training**

**GOVERNMENT SCHOOLS (AGRICULTURAL COLLEGES AND SCHOOLS)  
RESIDENTIAL SUPERVISORS' AGREEMENT 2009**

**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

<b>PARTIES</b>	THE CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA INCORPORATED	<b>APPLICANT</b>
	-v-	
	DIRECTOR GENERAL, DEPARTMENT OF EDUCATION AND TRAINING	<b>RESPONDENT</b>
<b>CORAM</b>	PUBLIC SERVICE ARBITRATOR COMMISSIONER S J KENNER	
<b>DATE</b>	MONDAY, 6 JULY 2009	
<b>FILE NO</b>	PSAAG 3 OF 2009	
<b>CITATION NO.</b>	2009 WAIRC 00441	

**Result**                      Agreement registered

**Representation**

**Applicant**                      Mr S Farrell

**Respondent**                      Ms A Young

*Order*

HAVING heard Mr S Farrell on behalf of the applicant and Ms A Young on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders –

- (1) THAT the Government Schools (Agricultural Colleges and Schools) Residential Supervisors' Agreement 2009 as filed in the Commission on 9 June and as amended in terms of the following schedule be and is hereby registered as an industrial agreement.

(2) THAT the Government Schools (Agricultural Colleges and Schools) Residential Supervisors' Agreement 2005 be and is hereby cancelled.

COMMISSIONER S J KENNER  
PUBLIC SERVICE ARBITRATOR