

**CHILDREN'S SERVICES GOVERNMENT GENERAL AGREEMENT  
2004**

**Agreement No. 282 of 2004**

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This agreement shall be known as the Children's Services Government General Agreement 2004.

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### **3. DEFINITIONS**

3.1 For the purposes of the agreement the following definitions shall apply:

- (a) “Agency” means a respondent listed in Schedule 3.
- (b) “Agency specific agreement” means an industrial agreement developed in accordance with Clause 10, which will be read in conjunction with the agreement and award.
- (c) “Agreement” means the Children’s Services Government General Agreement 2004
- (d) “Award” means an award listed in Clause 7 of the agreement.
- (e) “Employees” means persons employed by the respondents listed in Schedule 3 under the Children’s Services (Government) Award 1989.
- (f) “Employer” means the respondents listed in Schedule 3.
- (g) “Agreement” means the Children’s Services Government General Agreement 2004.
- (h) “Partner” means a person who is a spouse or defacto partner.
- (i) “Union” means the Liquor, Hospitality and Miscellaneous Union, Western Australian Branch.
- (j) “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:

- (a) effect wage increases in accordance with the agreement for employees bound by the agreement;
- (b) in conjunction with the relevant award provide a core set of employment conditions for employees bound by the agreement; and
- (c) to allow the parties to negotiate agency specific agreements in accordance with Clause 10 – Agency Specific Agreements of the agreement.

### **5. APPLICATION AND PARTIES BOUND**

5.1 The parties bound by the agreement are the Liquor, Hospitality and Miscellaneous Workers’ Union, Western Australian Branch and the respondents listed in Schedule 3.

5.2 The agreement shall apply to all employees who are members of or eligible to be members of the union and covered by the awards. At the date of registration the approximate number of employees bound by the agreement is 74.

5.3 The agreement replaces the Children’s Services (Western Australian Government) General Agreement 2002.

## **6. TERM OF AGREEMENT**

- 6.1 The agreement shall operate from the first pay period commencing on or after the date of registration in accordance with Section 41 of the *Industrial Relations Act 1979* and will expire on 31 December 2006.
- 6.2 The parties to the agreement agree to re-open negotiations for a replacement agreement at least six (6) months prior to the expiry of the agreement with a view to implement a replacement agreement operative from 1 January 2007.

## **7. RELATIONSHIP TO PARENT AWARDS**

- 7.1 The agreement shall be read in conjunction with the Children's Services (Government) Award 1989, the Miscellaneous Government Allowances and Conditions Award 1992, and the Western Australian Government/ Liquor, Hospitality and Miscellaneous Union (LHMU) Redeployment, Retraining and Redundancy Agreement 2004.
- 7.2 Where the provisions of the relevant awards and the agreement are inconsistent, the provisions of the agreement shall prevail.

## **8. NO FURTHER CLAIMS**

- 8.1 The parties to the agreement undertake that for the term of the agreement there shall be no wage increases sought or granted other than those provided under the terms of the agreement. This includes wage adjustments arising out of State Wage Cases. Such increases are to be absorbed in the wages set out in the agreement in accordance with the provisions of subclauses 8.3, 17.2 and 17.3.
- 8.2 The parties to the agreement undertake that for the term of the agreement there will be no further claims on matters contained in the agreement except where specifically provided for.
- 8.3 The parties to the agreement agree that should a replacement agreement not be registered by 1 January 2007, wage adjustments arising out of State Wage Cases subsequent to this date will apply to the agreement wage rates as outlined at Schedule 2. The parties agree that any increases arising from State Wage Cases will be absorbed into the replacement agreement's wage increases in accordance with the provisions of this clause.

## **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 agreement and the following provisions contained in the award:

### *Children's Services (Government) Award 1989*

- (a) Clause 6 - Contract of Service;
- (b) Clause 7 – Hours, in respect to 37.5 or 38 hours per week only;
- (c) Clause 11 - Public Holidays; and
- (d) Clause 12 - Annual Leave, including leave loading.

### *Miscellaneous Government Allowances and Conditions Award 1992:*

- (e) Clause 11 – Time and Wages Record;
- (f) Clause 14 – Trade Union Training Leave;

- (g) Clause 15 – Leave to Attend Union Business; and
- (h) Clause 23 – Witness and Jury Service.

**10. AGENCY SPECIFIC AGREEMENTS**

- 10.1 The primary vehicle for regulating pay and conditions for employees shall be the relevant awards and the agreement.
- 10.2 Core conditions of employment referred to in Clause 9 of the 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 A person may be appointed full time or part time:

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

11.2 A person may be appointed on a casual basis.

11.3 Employees appointed either on an permanent 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 termination of the contract.

### **12. MODES OF EMPLOYMENT**

12.1 Except as otherwise provided by this clause employees will be employed on an permanent 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:
  - (i) parental leave;
  - (ii) long service leave;
  - (iii) personal leave;
  - (iv) workers' compensation;
  - (v) secondments;
  - (vi) leave without pay;
  - (vii) other forms of leave as prescribed in the agreement and relevant award; and
- (d) any other situations as agreed between the employer and the union.

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.

### **13. INDUCTION**

13.1 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.

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.

**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.



### **PART 3. WAGES AND ASSOCIATED ALLOWANCES**

#### **17. WAGES**

- 17.1 The wages provided for by the agreement shall be those contained in Schedule 2 and shall provide for the following wage increases:
- a) \$28.60 per week for employees subject to a 38 hour week or 3.4% whichever is the greater effective 1 January 2004;
  - b) 3.5% from 1 January 2005; and
  - c) 3.3% from 1 January 2006.
- 17.2 Where the wage increase payable under the agreement on 1 January 2005 and/or 1 January 2006 is less than any flat dollar increase awarded to employees on the minimum award wage in the WAIRC State Wage Case (SWC) decision in 2004 and 2005 respectively the wage increase payable will be adjusted to provide employees the same amount awarded under the relevant SWC decision as follows:
- (a) an adjustment to the agreement rate of pay required as a result of increases granted by the 2004 SWC shall be payable from 1 January 2005;
  - (b) an adjustment to the agreement rate of pay required as a result of increases granted by the 2005 SWC shall be payable from 1 January 2006.
- 17.3 Where the wage increase payable under the agreement on 1 January 2005 or 1 January 2006 is less than a percentage increase awarded to employees on the minimum award wage in the SWC decision in 2004 and 2005 respectively the wage increase payable will be adjusted to provide employees the same percentage increase awarded under the relevant SWC decision in the same terms set out in subclause 17.2. Provided that any adjustment will only be made where the weekly agreement rate of pay is equal to or less than the benchmark or tier rate set by the SWC decision or if no rate is set the equivalent of the C2(a) rate in the federal *Metal, Engineering and Associated Industries Award 1999* prior to the current National Wage Case Decision.
- 17.4 The provisions of subclauses 17.2 and 17.3 only apply in respect of the 2004 and 2005 SWC and have no application beyond the nominal expiry date of this agreement.
- 17.5 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.
- 17.6 The parties agree to implement the outcome of application 409 of 2004 and/or 1523B of 1990 as lodged in the Western Australian Industrial Relations Commission. In the event of any wage rate increase resulting from that application the parties agree that the increase will be applied as follows:
- a) the wage increase will be applied to the existing award rate(s) and will become the new award base rate(s); and
  - b) the relevant agreement rate(s) will then be applied to the award rate(s) on the same basis as increases were applied to other classifications covered by this agreement.
- 17.7 The new agreement rate(s) as calculated at 17.6(b) will then become the new base agreement wage rate(s).

#### **18. HIGHER DUTIES ALLOWANCE**

- 18.1 An employee who performs duties which carry a higher minimum wage rate than that which the employee usually performs shall be entitled to the higher rate while so employed.
- 18.2 Where such employee is engaged in the higher grade of work for more than two hours on any day or shift, the employee shall be paid the higher rate for the whole day or shift.
- 18.3 The allowance paid may be adjusted during the period of higher duties.
- 18.4 Where an employee who has qualified for payment of higher duties allowance under this clause is required to act in another position or other positions classified higher than the employee's own for periods less than 20 consecutive working days without any break in acting service, such employee shall be paid a higher duties allowance for such periods, provided that payment shall be made at the highest rate the employee has been paid during the term of continuous acting or at the rate applicable to the position in which the employee is currently acting - whichever is the lesser.
- 18.5 Where an employee is directed to act in a position which has an incremental range of wages such an employee shall be entitled to receive an increase in the higher duties allowance equivalent to the annual increment the employee would have received had the employee been permanently appointed to such position; provided that acting service with allowances for acting in positions for the same classification or higher than the position during the 18 months preceding the commencement of such acting shall aggregate as qualifying service towards such an increase in the allowance.
- 18.6 Where an employee who is in receipt of an allowance granted under this clause and has been so for a continuous period of 12 months or more, proceeds on a period of approved leave; of not more than four (4) weeks, the employee shall continue to receive the allowance for the period of leave: This subclause shall also apply to an employee who has been in receipt of an allowance for less than 12 months if during the employee's absence no other employee acts in the position in which the employee was acting immediately prior to proceeding on leave and the employee resumes in the position immediately on return from leave.

## **19. RECOGNITION OF PRIOR SERVICE**

- 19.1 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. SALARY PACKAGING**

- 20.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement in accordance with this clause and Australian Taxation Office requirements.
- 20.2 Salary packaging is an arrangement whereby the entitlements and benefits under this agreement contributing toward the Total Employment Cost (as defined in subclause 20.3) of an employee, can be reduced by and substituted with another or other benefits.
- 20.3 The TEC for salary packaging purposes is calculated by adding the following entitlements and benefits:
- (a) the base salary;
  - (b) other cash allowances;
  - (c) non cash benefits;
  - (d) any Fringe Benefit Tax liabilities currently paid; and
  - (e) any variable components.
- 20.4 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.

- 20.5 Notwithstanding any salary packaging arrangement, the wage rate as specified in the agreement is the basis for calculating salary related entitlements specified in the agreement or the relevant award.
- 20.6 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.
- 20.7 A salary packaging arrangement cannot increase the costs to the employer of employing an individual.
- 20.8 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.
- 20.9 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.

## **21. SUPPORTED WAGE**

### **21.1 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:

"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";

"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;

"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

"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.

### **21.2 Eligibility Criteria**

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 the relevant 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 relevant award relating to the rehabilitation of employees who are injured in the course of their current employment).

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.

### 21.3 Supported Wage Rates

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

Assessed Capacity (clause 20.4)	% of Agreement 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 \$60 per week).

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

### 21.4 Assessment of Capacity

For the purpose of establishing the percentage of the agreement 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 relevant award and the employee.

### 21.5 Lodgment of Assessment Instruments

All assessment instruments under the conditions of this clause, including the appropriate percentage of the agreement wage rate to be paid to the employee, shall be lodged by the employer with the Registrar of the Commission.

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.

### 21.6 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.

### 21.7 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 relevant award paid on a pro rata basis.

### 21.8 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 redesign of job duties, working time arrangements and work organisation in consultation with other employees in the area.

## 21.9 Trial Period

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 12 weeks, except that in some cases additional work adjustment time (not exceeding four (4) weeks) may be needed.

During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

The minimum amount payable to the employee during the trial period shall be no less than \$60 per week.

Work trials should include induction or training as appropriate to the job being trialled.

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 subclause 21.4.

## 22. TRAINEESHIPS

### 22.1 Definitions

"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.

"Traineeship" means a full time or part time structured employment based training arrangement approved by the Western Australian Department of Education and 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.

"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 Education and Training.

"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.

### 22.2 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 Education and 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 agreement and the relevant award, 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 22.2(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.

## **PART 4. LEAVE OF ABSENCE**

### **23. PARENTAL LEAVE**

#### 23.1 Definition

“Employee” includes full time, part time, permanent and fixed term contract employees.

“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.

“Replacement employee” is an employee specifically engaged to replace an employee proceeding on parental leave.

“Public sector” means an employing authority as defined in Section 5 of the *Public Sector Management Act 1994*.

#### 23.2 Entitlement to Parental and Partner 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 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 identified as the primary care giver of a child and who has completed twelve months’ continuous service in the Western Australian public sector shall be entitled to six (6) weeks’ paid parental leave. Paid parental leave will form part of the 52-week entitlement provided in 23.2(a).

The entitlement of 6 weeks’ paid parental leave provided for in 23.2(b) and (d) is increased to seven (7) weeks from 1 January 2005 and eight (8) weeks from 1 January 2006.

- (c) A pregnant employee can commence the period of paid parental leave any time up to six (6) weeks before the expected date of birth and no later than four (4) 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 (4) weeks after the birth or placement of the child.
- (d) Paid parental leave for primary care purposes for any one birth or adoption shall not exceed six (6) weeks.
- (e) 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.
- (f) Parental leave may not be taken concurrently by an employee and his or her partner except under special circumstances and with the approval of the employer.
- (g) 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.

- (h) 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.
- (i) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.

### 23.3 Partner Leave

An employee who is not a primary care giver shall be entitled to a period of unpaid partner leave of up to one (1) week at the time of the birth of a child/children to his or her partner. In the case of adoption of a child this period shall be increased to up to three (3) weeks' unpaid leave.

### 23.4 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 in the six (6) weeks immediately after the birth, the entitlement to paid parental leave remains intact.

### 23.5 Adoption of a child

- (a) An employee seeking to adopt a child shall be entitled to two (2) 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 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 in lieu of the terminated parental leave or return to work.

### 23.6 Other leave entitlements

- (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 for the whole or part of the period of unpaid parental leave.
- (b) 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 (2) years. The employer's approval is required for such an extension.
- (c) 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 will not exceed two (2) years.
- (d) An employee on parental leave is not entitled to paid personal leave and other paid absences other than as specified in 23.6(a) and (e).
- (e) 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 personal leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid personal leave cannot be taken concurrently with paid parental leave.
- (f) 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.



### 23.7 Notice and Variation

- (a) The employee shall give not less than four (4) 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 23.7(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 (4) weeks' written notice is provided.

### 23.8 Transfer to a Safe Job

Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the pregnant employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred to a safe position at the same classification level until the commencement of parental leave.

### 23.9 Replacement Employee

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.

### 23.10 Return to Work

- (a) An employee shall confirm the intention to return to work by notice in writing to the employer not less than four (4) weeks prior to the expiration of parental leave.
- (b) Where an employer has made a definite decision to introduce major changes that are likely to have a significant effect on the employee's position the employer shall notify the employee while they are on parental leave.
- (c) 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. Where the employee was transferred to a safe job the employee is entitled to return to the position occupied immediately prior to transfer.
- (d) 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 provisions of the relevant award and agreement.
- (e) Subject to the employer's approval an employee who has returned on a part time basis may revert to full time work at the same classification level within two (2) years of the recommencement of work.

### 23.11 Effect of Parental Leave 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. 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.

- (c) 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.
- (d) An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or absence on parental leave but otherwise the rights of the employer in respect of termination of employment are not affected.

**24. PERSONAL LEAVE**

**Introduction**

- 24.1 The provisions of this clause replace Clause 13 - Sick Leave of the award.
- 24.2 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 carers' leave. Personal leave is not to be used for circumstances normally met by other forms of leave.
- 24.3 This clause does not apply to casuals.

**Transitional Arrangement**

- 24.4 On commencement of the operation of this clause sick leave will cease to exist. All existing sick leave credits will be converted to cumulative personal leave and recorded in hours. Employees will receive 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.

**Entitlement**

- 24.5 The employer shall credit each permanent employee with the following personal leave credits:

	<b>Personal Leave Cumulative</b>	<b>Personal leave Non-cumulative</b>
On the day of initial appointment	49.4 hours	15.2 hours
On completion of 6 months' continuous service	49.4 hours	
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

- 24.6 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.
- 24.7 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.
- 24.8 Where employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.

- 24.9 In the year of accrual the 114 hours' personal leave entitlement may be accessed for illness or injury, carers' 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. Unused non-cumulative leave will be lost on completion of each anniversary year.
- 24.10 Notwithstanding the provisions of this clause in accordance with the *Minimum Conditions of Employment Act 1993* an employee must ensure a minimum of 76 hours per anniversary year is available to be utilised or accessed for the purpose of sick leave to cover absences from work for illness or injury. 38 hours of this entitlement may be utilised for the purposes of carers' leave. The provisions of this subclause shall apply to part time employees on a pro rata basis.
- 24.11 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 24.22 and 24.23.
- 24.12 Personal leave will not be debited for public holidays, which the employee would have observed.
- 24.13 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 rate of salary as at the date the leave was taken, but no refund is required in the event of the death of the employee.
- 24.14 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.
- 24.15 Personal leave may be taken on an hourly basis.

### **Application for Personal Leave**

- 24.16 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to subclause 24.5 - Entitlement of this agreement the employer may grant personal leave in the following circumstances:
- (a) where the employee is ill or injured;
  - (b) to care for members of his or her family or household who are ill or injured and in need of immediate care and attention;
  - (c) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention; and
  - (d) 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 out side of normal working hours or be accommodated by the utilisation of flexitime 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.
- 24.17 Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- 24.18 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.
- 24.19 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.

## **Evidence**

- 24.20 An application for personal leave exceeding two (2) consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- 24.21 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.
- 24.22 Where an employee is ill 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 the employee was confined to their place of residence or a hospital for a period of at least seven (7) 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.
- 24.23 Where an employee is ill 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 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.
- 24.24 Unused personal leave will not be cashed out or paid out when an employee ceases their employment.

## **Workers' Compensation**

- 24.25 Where an employee suffers a disability within the meaning of section 5 of the *Workers' Compensation and Rehabilitation 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 *Workers' Compensation and Rehabilitation Act, 1981* where the claim for workers' compensation is decided in favour of the employee, personal leave credit is to be reinstated.

## **25. BEREAVEMENT LEAVE**

- 25.1 Employees including casuals shall on the death of:

- (a) a partner of an employee;
- (b) a child or step-child of an employee;
- (c) a parent or step-parent of an employee;
- (d) a brother, sister, step-brother or step-sister; or
- (e) any other person who, immediately before that person's death, lived with an employee as a member of an employee's family;

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

- 25.2 The two (2) days need not be consecutive.
- 25.3 Bereavement leave is not to be taken during any other period of leave.
- 25.4 An employee shall not be entitled to claim payment for bereavement leave on a day when that employee is not ordinarily rostered to work.
- 25.5 Payment of such leave may be subject to an employee providing evidence of the death or relationship to the deceased, satisfactory to the employer.

25.6 Employees requiring more than two (2) days' bereavement leave in order to travel overseas or interstate in the event of the death overseas or interstate of a member of an 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 in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

## **26. CULTURAL/CEREMONIAL LEAVE**

26.1 Cultural/ceremonial leave shall be available to all employees.

26.2 Such leave shall include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.

26.3 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.

26.4 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.

26.5 The employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.

26.6 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) accrued days off or time in lieu.

26.7 Time off without pay may be granted by arrangement between the employer and the employee for cultural/ceremonial purposes.

## **27. PURCHASED LEAVE- 44/52 WAGE ARRANGEMENT**

27.1 The employer and an employee may agree to enter into an arrangement whereby the employee can purchase up to eight (8) weeks' additional leave.

27.2 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.

27.3 Where an employee is applying for purchased leave of between 5 and 8 weeks the employer will give priority access to those employees with carer responsibilities.

27.4 Access to this entitlement will be subject to the employee having satisfied the agency's accrued leave management policy.

27.5 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:

<b>Number of weeks' wages spread over 52 weeks</b>	<b>Number of weeks' purchased leave</b>
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

27.6 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, his/her wage will be adjusted on the last pay period in January to take account the fact that time worked during the year was not included in the wage.

27.7 Where an employee who is in receipt of a higher duties allowance provided for in the relevant awards 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.

27.8 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.

**28. PURCHASED LEAVE - DEFERRED WAGES ARRANGEMENT**

28.1 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 agreement.

28.2 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.

28.3 On completion of the fourth year, an employee will be entitled to 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.

28.4 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.

28.5 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.

28.6 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.

**29. BLOOD/PLASMA DONORS' LEAVE**

- 29.1 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 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.
- 29.2 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.
- 29.3 Employees shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.
- 29.4 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.

### **30. EMERGENCY SERVICES LEAVE**

- 30.1 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.
- 30.2 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.
- 30.3 The employee must complete a leave of absence form immediately upon return to work.
- 30.4 The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.
- 30.5 An employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with subclauses 30.2, 30.3 and 30.4.

### **31. LEAVE FOR TRAINING WITH DEFENCE FORCE RESERVES**

- 31.1 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.
- 31.2 Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- 31.3 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.
- 31.4 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 salary in advance when proceeding on such leave.

- d) Casual employees are not entitled to paid leave for the purpose of Defence service.
- e) 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.
- f) 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 salary. 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.

### 31.5 Unpaid leave

- a) Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in clause 31.4 shall be unpaid.
- b) Casual employees are entitled to unpaid leave for the purpose of Defence service.

### 31.6 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**

### **32. CONSULTATION**

32.1 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.

32.2 The parties agree that:

- (a) 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.
- (b) 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.
- (c) In the context of such discussion the union and employees are able to contribute to the decision making process.

## **PART 6. UNION REPRESENTATIVES & GENERAL MEETINGS**

### **33. UNION FACILITIES FOR UNION REPRESENTATIVES**

- 33.1 The employer recognises the rights of the union to organise and represent its members. Union representatives (“delegates”) in the agency 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 agency.
- 33.2 The employer will recognise union representatives in the agency and will allow them to carry out their role and functions.
- 33.3 The union will advise the employer in writing of the names of the union representatives in the agency.
- 33.4 The employer shall recognise the authorisation of each union representative in the agency 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 15 – Leave to attend Union Business, of the *Miscellaneous Government Conditions and Allowances Award 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 agency 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 14 – Trade Union Training Leave, of the *Miscellaneous Government Conditions and Allowances Award 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 32 – Consultation, of the agreement.
  - (j) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.
- 33.5 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.

33.6 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.

33.7 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, which exceeds one (1) hour.

To conduct these meeting the union shall be entitled to a private facility at the workplace wherever possible provided the union gives the management reasonable notice.

- (b) On an annual basis one of the meetings at 33.7(a) can be converted to a paid meeting of up to two (2) hours' duration with additional time allocated for travel.
- (c) Delegates will be able to attend paid quarterly delegate meetings of up to two (2) hours' duration with additional time allocated for travel.

33.8 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**

### **34. DISPUTE SETTLEMENT PROCEDURE**

- 34.1 Any questions, disputes or difficulties arising under the agreement or in the course of the employment of employees covered by the agreement shall be dealt with in accordance with this clause.
- 34.2 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.
- 34.3 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.
- 34.4 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.
- 34.5 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.
- 34.6 The period for resolving a dispute may be extended by agreement between the parties.
- 34.7 At all stages of the procedure the employee may be accompanied by a union representative.
- 34.8 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.

**PART 8. SCHEDULES TO THE AGREEMENT**

**SCHEDULE 1: SIGNATURES OF PARTIES**

Signed and sealed

10/12/04

\_\_\_\_\_

\_\_\_\_\_

David Kelly

Date

Secretary

The Liquor, Hospitality and Miscellaneous Union

Western Australian Branch.

Signed

7/12/04

\_\_\_\_\_

\_\_\_\_\_

Jeff Radisich

Date

Executive Director

Department of Consumer and Employment Protection

Acting as agent for and behalf of the respondents listed in Schedule 3



**SCHEDULE 2: GENERAL AGREEMENT WAGES**

	Current rate 31 December 2003	\$28.60 or 3.4% Increase whichever is greater	3.5% Increase	3.3% Increase
Operative Date		1 January 2004	1 January 2005	1 January 2006
		A	B	C
<b>Qualified Child Care Giver</b>				
<b>Column A</b>				
Step 1A	\$599.00	\$627.60	\$649.60	\$671.00
Step 1B	\$622.70	\$651.30	\$674.10	\$696.30
Step 2	\$641.60	\$670.20	\$693.70	\$716.60
Step 3	\$660.30	\$688.90	\$713.00	\$736.50
Step 4	\$679.30	\$707.90	\$732.70	\$756.90
<b>Qualified Child Care Giver</b>				
<b>Column B</b>				
Step 1A	\$571.20	\$599.80	\$620.80	\$641.30
Step 1B	\$593.70	\$622.30	\$644.10	\$665.30
Step 2	\$611.80	\$640.40	\$662.80	\$684.70
Step 3	\$629.30	\$657.90	\$680.90	\$703.40
Step 4	\$647.70	\$676.30	\$700.00	\$723.10
<b>Senior Child Care Giver</b>				
<b>Column A</b>	\$737.70	\$766.30	\$793.10	\$819.30
<b>Column B</b>	\$702.20	\$730.80	\$756.40	\$781.30
<b>Child Care Giver</b>				
<b>Column A</b>				
Step 1	\$515.80	\$544.40	\$563.50	\$582.10
Step 2	\$526.20	\$554.80	\$574.20	\$593.20
Step 3	\$536.10	\$564.70	\$584.50	\$603.80
Step 4	\$555.10	\$583.70	\$604.10	\$624.10

	Current rate 31 December 2003	\$28.60 or 3.4% Increase whichever is greater	3.5% Increase	3.3% Increase
<b>Child Care Giver</b>				
<b>Column B</b>				
Step 1	\$491.30	\$519.90	\$538.10	\$555.90
Step 2	\$501.70	\$530.30	\$548.90	\$567.00
Step 3	\$511.70	\$540.30	\$559.20	\$577.70
Step 4	\$524.20	\$552.80	\$572.20	\$591.00
<b>Child Care Support Employee</b>				
<b>Column A</b>				
Step 1	\$520.10	\$548.70	\$567.90	\$586.70
Step 2	\$530.40	\$559.00	\$578.60	\$597.70
Step 3	\$540.50	\$569.10	\$589.00	\$608.50
Step 4	\$553.90	\$582.50	\$602.90	\$622.80
<b>Child Care Support Employee</b>				
<b>Column B</b>				
Step 1	\$495.60	\$524.20	\$542.60	\$560.50
Step 2	\$505.40	\$534.00	\$552.70	\$570.90
Step 3	\$514.90	\$543.50	\$562.50	\$581.10
Step 4	\$527.70	\$556.30	\$575.80	\$594.80



**SCHEDULE 3: LIST OF RESPONDENTS**

**Attorney General**

Governing Council of Central TAFE

Governing Council of Central West College of TAFE

Governing Council of Challenger TAFE

Governing Council of CY O'Connor College of TAFE

Governing Council of Great Southern Regional College of TAFE

Governing Council of Kimberley College of TAFE

Governing Council of Pilbara TAFE

Governing Council of South West Regional College of TAFE

Governing Council of Swan TAFE

Governing Council of West Coast College of TAFE

The Director General, Department of Employment and Training

Minister for Health in his incorporated capacity under s7 of the *Hospitals and Health Services Act 1927* (WA) as:

- (i) the Hospitals formerly comprised in the Metropolitan Health Service Board;
- (ii) the Peel Health Service Board;
- (iii) the South West Health Board; and
- (iv) the WA Country Health Service.