

## PUBLIC SERVICE GENERAL AGREEMENT 2008

## WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

<b>PARTIES</b>	THE CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA INCORPORATED, DEPARTMENT OF AGRICULTURE AND FOOD, CURRICULUM COUNCIL OF WESTERN AUSTRALIA	<b>APPLICANTS</b>
	-v-	
	(NOT APPLICABLE)	<b>RESPONDENT</b>
<b>CORAM</b>	PUBLIC SERVICE ARBITRATOR COMMISSIONER P E SCOTT	
<b>DATE</b>	TUESDAY, 2 SEPTEMBER 2008	
<b>FILE NO</b>	PSAAG 10 OF 2008	
<b>CITATION NO.</b>	2008 WAIRC 01315	

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**Result**                      Agreement Registered

**Representation**

**Applicants**                Ms S Thomas on behalf of the Civil Service Association of Western  
Australia Inc

Ms E McQueen on behalf of the employers parties to the Agreement

**Respondent**                N/A

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*Order*

HAVING heard Ms S Thomas on behalf of the Civil Service Association of Western Australia Incorporated and Ms E McQueen on behalf of the employers parties to the Agreement, and by consent, the Public Service Arbitrator, pursuant to the powers conferred under the Industrial Relations Act 1979, hereby orders:

THAT the *Public Service General Agreement 2008* in the terms of the following schedule be registered on the 2<sup>nd</sup> day of September 2008 and shall replace the *Public Service General Agreement 2006*.

**PUBLIC SERVICE GENERAL AGREEMENT 2008**

**NO PSAAG 10 of 2008**

**PART 1: APPLICATION OF THE AGREEMENT**

**1. TITLE**

This General Agreement shall be known as the Public Service General Agreement 2008 and replaces the Public Service General Agreement 2006.

**2. ARRANGEMENT**

PART 1: APPLICATION OF THE AGREEMENT

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**3. DEFINITIONS**

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

- 3.1 “Agency” means department, or SES organisation, or non SES organisation, as defined in the *Public Sector Management Act 1994*.
- 3.2 “Agency Specific Agreement” (ASA) means an industrial agreement developed in accordance with clause 9, which will be read in conjunction with this General Agreement and Award.
- 3.3 “Award” means the Public Service Award 1992.
- 3.4 “Child” and “grandchild” shall be read as including children of a multiple birth or adoption.
- 3.5 “DPC” means the Department of the Premier and Cabinet.
- 3.6 “DOCEP” means the Department of Consumer and Employment Protection.
- 3.7 “Employees” means public service officers and executive employees employed in the public service under Part 3 or Part 8, Section 100 of the *Public Sector Management Act 1994*.
- 3.8 “Employers” means employing authorities.
- 3.9 “Employing Authority” means employing authorities as defined by section 5 of the *Public Sector Management Act 1994*.
- 3.10 “General Agreement” means the Public Service General Agreement 2008.
- 3.11 “Partner” means a person who is a spouse or a de facto partner.

- 3.12 “Public sector” means all agencies, ministerial offices and non-SES organisations as defined in section 3 of the *Public Sector Management Act 1994*.
- 3.13 “Regional employee” means any employee other than one whose assigned headquarters are within the metropolitan area as defined by the Award.
- 3.14 “Replaced General Agreement” means the Public Service General Agreement 2006.
- 3.15 “Replacement employee” means an employee specifically engaged to replace an employee proceeding on parental or grandparental leave.
- 3.16 “Union” means the Civil Service Association of Western Australia Incorporated.
- 3.17 “WAIRC” means the Western Australian Industrial Relations Commission.

#### **4. PURPOSE OF GENERAL AGREEMENT**

- 4.1 The parties agree that the purpose of this General Agreement is to:
- (a) provide salary increases in accordance with this General Agreement, for employees bound by this General Agreement;
  - (b) in conjunction with the Award provide a core set of employment conditions for employees bound by this General Agreement; and
  - (c) allow the parties to negotiate ASAs in accordance with clause 9 – Agency Specific Agreements of this General Agreement.

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

- 5.1 The parties bound by this General Agreement are listed in Schedule 5.
- 5.2 This General Agreement shall apply to all employees, other than those listed in subclause 5.3 of this clause, employed under Part 3 or Part 8, Section 100 of the *Public Sector Management Act 1994* or continuing as such by virtue of clause 4 (c) of Schedule 5 of that *Act*, who are members of or eligible to be members of the union and covered by the Award. As at the date of registration the approximate number of employees bound by this agreement is 24,365.
- 5.3 This General Agreement shall not apply to:
- (a) a chief executive officer as defined in section 3 (1) of the *Public Sector Management Act*

1994;

- (b) employees whose remuneration payable is determined or recommended pursuant to the *Salaries and Allowances Act 1975*; or
- (c) employees whose remuneration is determined by an act to be at a fixed rate, or is determined or to be determined by the Governor pursuant to the provisions of any act.

5.4 This General Agreement shall be read in conjunction with the Award. Where the provisions of the Award and this General Agreement are inconsistent, the provisions of this General Agreement shall prevail.

5.5 The ASAs listed at Schedule 4 shall continue in force unless replaced by a subsequent agreement or a party withdraws from the agreement.

5.6 The parties agree that when the Government Employees Superannuation Board (GESB) mutualises, GESB will cease to be a party to this General Agreement and cease to be respondent to the Award.

## **6. TERM OF GENERAL AGREEMENT**

6.1 This General Agreement shall operate from the beginning of the first pay period on or after the date of registration and, in accordance with Section 41 of the *Industrial Relations Act 1979*, will expire on 1 April 2011.

6.2 The parties to this General Agreement agree to re-open negotiations for a replacement General Agreement at least six months prior to the expiry of this General Agreement with a view to implement a replacement General Agreement operative from the beginning of the first pay period on or after 2 April 2011.

## **7. NO FURTHER CLAIMS**

7.1 The parties to this General Agreement undertake that for the term of this General Agreement there will be no salary increases sought or granted other than those provided under the terms of this General Agreement. This includes salary adjustments arising out of State Wage Cases. Such increases are to be absorbed in the salaries set out in this General Agreement.

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

## **8. CORE CONDITIONS**

8.1 The core conditions of employment for employees covered by this General Agreement shall be the

terms and conditions of this General Agreement, with the exception of clause 16 – Hours provided an average of no more than 37.5 hours per week is worked as ordinary hours, and the following provisions contained in the Award:

- (a) Clause 8 - Contract of Service
- (b) Clause 14 - Purchased Leave – Deferred Salary Arrangement
- (c) Clause 15 - Salary Packaging Arrangement
- (d) Clause 16 - Supported Wage
- (e) Clause 17 - Traineeships
- (f) Clause 18 - Annual Increments
- (g) Clause 19 - Higher Duties Allowance
- (h) Clause 23 - Annual Leave, including Leave Loading
- (i) Clause 24 - Public Holidays
- (j) Clause 25 - Long Service Leave
- (k) Clause 32 - Bereavement Leave
- (l) Clause 33 - Cultural/Ceremonial Leave
- (m) Clause 34 - Blood / Plasma Donors Leave
- (n) Clause 35 - Emergency Service Leave
- (o) Clause 36 - Union Facilities For Union Representatives
- (p) Clause 37 - Leave to Attend Association Business
- (q) Clause 38 - Trade Union Training Leave



- (r) Clause 39 - Defence Force Reserves Leave
- (s) Clause 41 - Witness and Jury Service
- (t) Clause 57 - Keeping of and Access to Employment Records
- (u) Clause 59 - Right of Entry and Inspection by Authorised Representatives
- (v) Clause 60 - Copies of Award.

## **9. AGENCY SPECIFIC AGREEMENTS**

- 9.1 The primary industrial instruments for regulating pay and conditions for employees shall be the Award and this General Agreement. An ASA shall be read in conjunction with the Award and this General Agreement and except where this General Agreement identifies conditions as core, the ASA will prevail over this General Agreement and the Award to the extent of any inconsistencies.
- 9.2 Core conditions of employment referred to in clause 8 – Core Conditions of this General Agreement cannot be the subject of an ASA.
- 9.3 The parties accept that ASAs will only be made in the following circumstances:
- (a) where an existing ASA is due to expire and the parties seek to register a replacement ASA;  
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.
- 9.4 Should the parties be unable to reach agreement the matter may be referred by either party to the WAIRC.

## **PART 2: SALARY RELATED MATTERS**

### **10. SALARIES**

- 10.1 The annual salaries provided for by this General Agreement shall be those contained in Schedule 2 – General Division Salaries and Schedule 3 - Specified Callings Salaries of this General Agreement.
- 10.2 Translation to the new salary structure for Level 1 and 2 general division employees is detailed in

Schedule 2 - General Division Salaries.

- 10.3 An employee who is employed by the employer on the date of registration of this agreement will, on registration of the agreement, receive a payment equivalent to the additional salary that would have been paid had the salaries in Schedule 2 or Schedule 3 been paid from the first pay period on or after 26 February 2008.
- 10.4 An employee who resigns or retires or whose employment is otherwise terminated prior to the registration of this agreement is not entitled to the retrospective payment provided in clause 10.3.
- 10.5 A Level 2.5 general division employee who is employed by the employer on the date of registration of this General Agreement will, on registration of this agreement, receive a payment of \$1,000 gross. This payment:
- (a) will not form part of base salary;
  - (b) will not be included in the final salary for an employee on a defined benefit superannuation scheme;
  - (c) will attract employer superannuation contributions;
  - (d) will be paid to eligible part time employees on a pro rata basis;
  - (e) will be paid to a general division employee who is in receipt of higher duties allowance for performing work at level 2.5 on the date of registration of this General Agreement, and
  - (f) will be paid to a substantive level 2.5 general division employee who is acting in a higher office on the date of registration of this General Agreement.
- 10.6 The second salary increase shall operate from the beginning of the first pay period commencing on or after 26 February 2009, and the third salary increase shall operate from the beginning of the first pay period commencing on or after 1 April 2010.
- 10.7 An employee covered by clause 16 – Supported Wage of the Award shall be paid the applicable percentage of the minimum rate of pay prescribed by this General Agreement for the class of work the person is performing.
- 10.8 An employee's fortnightly salary shall be:
- (a) determined according to the annual salaries contained in Schedules 2 and 3;
  - (b) calculated to four decimal points; and
  - (c) rounded to the nearest one cent.

- 10.9 Subject to clause 10.4, the employer will pay the retrospective payment provided in clause 10.3 to an employee who, prior to the registration of this agreement:
- (a) was employed in the WA public sector under a different industrial agreement to which the union is respondent; or was employed by another employer named in this General Agreement; and
  - (b) commenced employment with their current employer within one calendar week of ceasing employment with their previous WA public sector employer.

## 11. SALARY PACKAGING

Salaries as prescribed by Schedules 2 or 3 of this General Agreement are to be applied for the purposes of clause 15 (3) of the Award, regarding Total Employment Cost, and clause 15 (6) of the Award, regarding Compulsory Employer Superannuation Guarantee contributions.

## 12. RECOVERY OF UNDERPAYMENTS

12.1 Where an employee is underpaid in any manner:

- (a) the employer will, once the employer is aware of the underpayment, rectify the error as soon as practicable;
- (b) where possible the underpayment shall be rectified no later than in the pay period immediately following the date on which the employer is aware that an underpayment has occurred; and
- (c) where an employee can demonstrate that an underpayment has created serious financial hardship, the employee shall be paid by way of a special payment as soon as practicable.

12.2 An employer shall compensate an employee for costs resulting directly from an underpayment, where it is proven that the costs resulted directly from the underpayment. This includes compensation for overdraft fees, dishonoured cheque costs, and dishonour fees related to routine deductions from the bank account into which an employee's salary is paid.

12.3 Nothing in this clause shall be taken as precluding the employee's legal right to pursue recovery of underpayments.

## 13. RECOVERY OF OVERPAYMENTS

13.1 The employer has an obligation under the *Financial Management Act 2006* to account for public monies. This requires the employer to recover overpayments made to an employee.

13.2 Any overpayment will be repaid to the employer within a reasonable period of time.

13.3 Where an overpayment is identified and proven, the employer will provide the employee with the written details of the overpayment and notify the employee of their intent to recover the overpayment.

13.4 Where the employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the employer and employee.

13.5 If agreement on a repayment schedule cannot be reached within a reasonable period of time, the employer may deduct the amount of the overpayment over the same period of time that the overpayment occurred provided:

- (a) the employer may not deduct or require an employee to repay an amount exceeding 10% of the employee's net pay in any one pay period without the employee's agreement; and
  - (b) where necessary, an employer may deduct money over a period of time greater than the period of time over which the overpayment occurred.
- 13.6 If the employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with clause 43 - Dispute Settlement Procedure. No deductions relating to the overpayment shall be made from the employee's pay while the matter is being dealt with in accordance with the Dispute Settlement Procedure.
- 13.7 Nothing in this clause shall be taken as precluding the employer's legal right to pursue recovery of overpayments.
- 13.8 Where an employer alters the pay cycle or pay day, any consequential variations to an employee's fortnightly salary and/or payments to compensate shall not be considered an overpayment for the purposes of this clause.

### **PART 3: CONTRACT OF EMPLOYMENT**

#### **14. PART TIME EMPLOYMENT**

- 14.1 The provisions of this clause:
- (a) are to be read in conjunction with clause 9 – Part Time Employment of the Award, with the exception of clause 9 (6) of the Award; and
  - (b) do not prevent an employee from accessing provisions contained in the clause 22 - Parental Leave of this General Agreement concerning return to work on a modified basis.
- 14.2 An employee may request the employer to permit the employee to work on a modified basis in their current position or in a position equivalent in pay, conditions and status to their current position and commensurate with the employee's skills and abilities.
- 14.3 An employee may seek to work on a modified basis that involves the employee working on different days or at different times or both; or on fewer days or for fewer hours or both, than the employee currently works.
- 14.4 An employer:
- (a) must give reasonable consideration to an employee's request to work on a modified basis, particularly where the request relates to an employee's caring responsibilities or phasing into retirement;
  - (b) may only refuse an employee's request to work on a modified basis if there are grounds to refuse relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the employer and those grounds would satisfy a reasonable person; and
  - (c) has the onus for demonstrating that there are grounds to refuse the employee's request that would satisfy a reasonable person.
- 14.5 An employer is to give the employee written notice of the employer's decision on a request to work on a modified basis. If the request is refused, the notice must set out the reasons for the refusal.
- 14.6 Right of reversion of employees

- (a) Where a full time employee is permitted to work part time for a period of no greater than twelve months, the employee has a right, upon four week's written notice, to revert to full time hours in the position previously occupied before becoming part time or a position of equal classification as soon as deemed practicable by the employer, but no later than the expiry of the agreed period.
- (b) Where a full time employee is permitted to work part time for period greater than twelve months, the employee may apply to revert to full time hours in the position previously occupied before becoming part time or a position of equal classification, but only as soon as is deemed practicable by the employer. This should not prevent the transfer of the officer to another full time position at a salary commensurable to their previous full time position.

14.7 Variation to a part time employee's working hours

Where agreement is reached to vary a part time employee's ordinary working hours pursuant to clause 9 (3) (c) – Part Time Employment of the Award; and the employee works additional hours, up to 7.5 hours on any day, or additional days, up to a total of five days per week, without receiving overtime payments; the additional hours and/or days worked shall be considered part of the employee's ordinary working hours. These hours are therefore included in calculations for leave entitlements.

**15. WORKING WITH CHILDREN CHECKS**

15.1 Where an employee is obliged to obtain a working with children check in accordance with the *Working With Children (Criminal Record Checking) Act 2004*, payment for the check shall be as follows.

- (a) An employer must pay the cost for an employee obliged to obtain a working with children check after their employment has already commenced.
- (b) A new employee must pay for their initial working with children check. An employer has the discretion to reimburse a new employee who commenced employment after 1 January 2006 and has paid for their initial working with children check.
- (c) An employer must pay the cost for an employee's working with children check renewals.

15.2 The provisions of this clause apply to all employees, including fixed term contract and casual employees.

**PART 4: HOURS OF WORK**

**16. HOURS**

16.1 The provisions of this clause shall replace the provisions of clause 20 - Hours of the Award.

**Prescribed Hours**

16.2 The prescribed hours of duty shall be 150 hours per four week settlement period, to be worked between 7.00am and 6.00pm, Monday to Friday, as determined by the employer, with a lunch interval of not less than 30 minutes.

16.3 Subject to the lunch interval, prescribed hours are to be worked as one continuous period. However, employees shall not be required to work more than five hours continuously without a break.

16.4 This does not preclude employers requiring or agreeing to the working of standard hours of 7.5

hours per day with a lunch interval to be taken between 12.00 noon and 2.00pm. Where working of standard hours is required by the employer, the requirement must be consistent with operational needs and customer service requirements.

- 16.5 (a) The employer may vary the prescribed hours of duty observed in the agency or any branch or section thereof, consistent with a 150 hour four week settlement period, so as to make provisions for:
- (i) the attendance of employees for duty on a Saturday, Sunday or public holiday;
  - (ii) the performance of shift work including work on Saturdays, Sundays or public holidays; and
  - (iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office;

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break.

- (b) Employers wishing to vary the prescribed hours of duty to be observed shall be required to give one month's notice in writing to the department, branch, section or employees to be affected by the change.

#### Ordinary Hours

- (c) Employees working during their prescribed hours of duty on a Saturday, Sunday or public holiday will attract the following payment for all ordinary hours worked:
- (i) Saturdays - time and a half.
  - (ii) Sundays - time and three quarters.
  - (iii) Public holidays - double time and a half.

Provided that subject to agreement between the employer and the employee, work performed during ordinary rostered hours on a public holiday shall be paid for at the rate of time and one-half and the employee may, in addition, be allowed a day's leave with pay to be added to annual leave or to be taken at some other time within a period of one year.

#### Overtime

- (d) An employee required to work overtime on any day shall be paid the appropriate rates as set out in clause 22 – Overtime Allowance of the Award for all time so worked.

### **Flexible Working Arrangements**

16.6 Flexible working arrangements provide for employees to be compensated for additional hours required to be worked to meet operational and customer service requirements. It is not intended that flexible working arrangements be used to accrue periods of leave. Subject to the prior approval of the employer, an employee may, however, take flexi leave in conjunction with periods of paid leave.

#### 16.7 Application

- (a) Within the parameters of clause 16.2, flexible working arrangements shall apply unless the employer otherwise specifies.
- (b) The employer may limit access to and the operation of flexible working arrangements to ensure operational needs and customer service requirements of the agency are met. The employer shall not unreasonably limit access to flexible working arrangements, including the banking of credit hours.
- (c) Employers wishing to vary the flexible working arrangement to be observed shall be required to give one month's notice in writing to the agency, branch, section or employees to be affected by the change.
- (d) Flexible working arrangements are available to part time, full time and fixed term contract employees. Flexible working arrangements are available to part time employees on a pro rata basis.
- (e) In accordance with clause 9 – Agency Specific Agreements of this General Agreement, the employer may approve alternative flexible working arrangements, provided that an average of no more than 37.5 hours per week is worked as ordinary hours.

#### 16.8 Hours of Duty

- (a) The prescribed hours of duty may be worked with flexible commencement and finishing times in accordance with the provisions of this clause.
- (b) For the purpose of leave, public holidays and days in lieu of the repealed Public Service Holidays, a day shall be credited as 7.5 hours.

#### 16.9 Flexitime Roster

- (a) Where a flexitime roster is required, the authorisation of the roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexi leave.
- (b) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.
- (c) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the agency.
- (d) Subject to four week's notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

#### 16.10 Settlement Period

- (a) For recording time worked, there shall be a settlement period of four weeks.
- (b) The settlement period shall commence at the beginning of a pay period.

#### 16.11 Credit and Banked Hours

- (a) Credit hours in excess of the prescribed hours of 150 hours per settlement period to a maximum of 15 hours can be carried forward to the next settlement period.
- (b) During a settlement period, the maximum number of credit hours cannot exceed 37.5 hours.
- (c) An additional maximum of 37.5 hours can be banked in any calendar year. Banked hours can be carried over into a new calendar year but cannot exceed 37.5 hours at any time. At the end of each settlement period hours worked in excess of the maximum 52.5 hours credit and banked hours, will be lost.
- (d) On termination, resignation or transfer to another agency, unused credit or banked hours will not be paid out and will be lost. However, the employer will provide the opportunity for credit and banked hours to be cleared.

#### 16.12 Debit Hours

- (a) Debit hours below the prescribed hours of 150 hours per settlement period to a maximum



of four hours are permitted at the end of each settlement period. Such debit hours shall be carried forward to the next settlement period.

- (b) For debit hours in excess of four hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in clause 16.12 (a).
- (c) Employees having excessive debit hours may be placed on standard working hours in addition to being required to take leave without pay.

#### 16.13 Maximum Daily Working Hours

A maximum of ten ordinary hours may be worked in any one day, between the hours of 7.00am and 6.00pm, except where an employee and employer have agreed to a different span of hours under clause 16.17, in which case a maximum of ten ordinary hours may be worked in any one day between the agreed span of hours.

#### 16.14 Flexi Leave

- (a) Flexi leave, including both credit and banked hours, must be taken consistent with the prepared roster, where it exists, and/or subject to the prior approval of the employer.
- (b) In any settlement period an employee may be allowed a maximum of two days leave taken from credit hours.
- (c) In exceptional circumstances and with the approval of the employer, flexi leave may be taken before accrual of sufficient credit hours subject to such conditions as the employer may impose. Banked hours may not be taken in advance of accrual.
- (d) In any settlement period a maximum of three days flexi leave may be taken from a combination of credit and banked hours. Subject to operational need and customer service requirements, the employer may approve alternative arrangements to enable employees to clear banked and/or credit hours up to the maximum of 52.5 hours.
- (e) Flexi leave may be taken in any combination of half days and full days.

#### 16.15 Study Leave

Where study leave has been approved by the employer pursuant to the provisions of clause 30 - Study Assistance of the Award, credits will be given for education commitments falling within the prescribed hours of duty and for which "time off" is necessary to allow for attendance at formal classes.

## 16.16 Overtime

- (a) Where employees are directed by the employer to work more than 7.5 hours in any one day, overtime applies. The parties acknowledge that the flexible working arrangement provides for the working of hours in excess of 7.5 hours per day as normal hours if the employer and employee agree.
- (b) For the purpose of clause 22 – Overtime Allowance of the Award, employees receiving at least one day's prior notice to work overtime, the prescribed hours of duty on the day that overtime is performed shall be 7.5 hours.
- (c) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and
  - (i) where the employee has at the commencement of that day two hours or more flexi leave credits, the employee shall be paid overtime after five hours work on that day, or for time worked after 3.30pm, whichever is the later, or
  - (ii) where that employee has commenced duty prior to 8.30am and has, at the commencement of that day, less than two hours flexi leave credits, the employee shall be paid overtime, for time worked after the completion of 7.5 hours on that day, or
  - (iii) where that employee has commenced work after 8.30am and has, at the commencement of that day, less than two hours flexi leave credits, the employee shall be paid overtime for time worked after 5.30pm or after working 7.5 hours on that day, whichever is the earlier.
- (d) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for prescribed hours of duty determined by the employer under clause 16.2, or prior to the commencement time agreed between the employee and the employer under clause 16.17.

**Employee Initiated Span of Working Hours**

- 16.17 Notwithstanding clause 16.2, where the employee requests and the employer approves, an employee may work their ordinary hours outside the span of 7.00am to 6.00pm. The working of ordinary hours outside the span of 7.00am to 6.00pm may only be implemented at an employee's request.
- 16.18 Agreements under clause 16.17 are to be in writing and must specify the duration of the agreement, and the times during which ordinary hours may be worked.
- 16.19 On receipt of a written request from the union, the employer will provide the union with details of agreements made under clause 16.17 including the work location, the duration of the agreement/s, and the times during which ordinary hours may be worked.

- 16.20 Where written agreement is reached between an employer and an employee for the employee to work their ordinary hours outside the span of 7.00am to 6.00pm, no overtime or shift work penalties shall be applied to those hours.
- 16.21 An employer shall not require an employee to work outside the span of 7.00am to 6.00pm without the payment of overtime as per clause 22 – Overtime Allowance of the Award, or the payment of shift penalties as per clause 21 – Shift Work Allowance of the Award, whichever may apply.

### **Nine Day Fortnight**

- 16.22 Notwithstanding clause 16.2, from the date of registration of this General Agreement, access to nine day fortnight arrangements as prescribed by this subclause is not available unless currently in operation in work or occupational groups, in which case those arrangements may continue. New employees joining these groups may also work a nine day fortnight.

#### **(a) Hours of Duty**

- (i) Prescribed hours of duty of 75 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 20 minutes.
- (ii) The employer shall determine employees' commencing and finishing times between the spread of 7.00am and 6.00pm, in order to ensure that agency requirements are met on each day.

#### **(b) Lunch Break**

- (i) Employees shall be allowed forty-five minutes for a meal break between 12.00 noon and 2.00pm to meet agency requirements.
- (ii) Such meal breaks shall be arranged so that adequate staff is on duty between 12.00 noon and 2.00pm to meet agency requirements.

#### **(c) Special Rostered Day Off**

- (i) Each employee who works a nine-day fortnight is entitled to one special rostered day off per fortnight. This special rostered day off shall be taken by the employee in accordance with a roster prepared by the employer showing days and hours of duty and special rostered days off for each employee.
- (ii) Where an employee regularly takes their special rostered day off on a particular day of the week, the employer shall give the employee one month's written notice of any variation to the day of the week on which an employee is to take that special rostered day off.
- (iii) Before making the decision to vary the day on which an employee regularly takes their special rostered day off, the employer shall give reasonable consideration to an employee's family circumstances and caring responsibilities.

(d) Leave

For the purposes of paid leave, a day shall be credited as 8 hours 20 minutes notwithstanding the following:

- (i) When a public holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.
- (ii) For a public holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or a special rostered day off.
- (iii) A four week annual leave entitlement is equivalent to 150 hours, the equivalent to eighteen rostered working days of 8 hours 20 minutes, and two special rostered days off.
- (iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of clause 22 - Overtime Allowance of the Award shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with clause 16.22 (a) (ii), and on an employee's special rostered day off.

(f) Study Leave

Credits for study leave will be given for educational commitments falling due between an employee's nominated starting and finishing times.

**17. OUT OF HOURS CONTACT**

17.1 The provisions of this clause replace clause 22 (1) (k) and 22 (6) – Overtime Allowance, and Schedule H – Part I – Out of Hours Contact of the Award.

17.2 The following terms shall have the following meanings.

"Out of hours contact" shall include the following:

- (a) (i) 'Standby' shall mean a written instruction or other authorised direction by the employer or a duly authorised officer to an employee to remain at the employee's place of employment during any period outside the employee's normal hours of duty, and to perform certain designated tasks periodically or on an impromptu

basis. Such employee shall be provided with appropriate facilities for sleeping if attendance is overnight, and other personal needs, where practicable.

- (ii) Other than in extraordinary circumstances, employees shall not be required to perform more than two periods of standby in any rostered week.
  - (iii) This provision shall not replace normal overtime or shift work requirements.
- (b) ‘On call’ shall mean a written instruction or other authorised direction by the employer or a duly authorised officer to an employee rostered to remain at the employee’s residence or to otherwise be immediately contactable by telephone or other means outside the employee’s normal hours of duty in case of a call out requiring an immediate return to duty. The nature of the duties to be performed requires an employee to be in a state of readiness for immediate return to duty.
- (c) (i) ‘Availability’ shall mean a written instruction or other authorised direction by the employer or a duly authorised officer to an employee to remain contactable, but not necessarily immediately contactable by telephone or other means, outside the employee’s normal hours of duty and be available and in a fit state at all such times for recall to duty.
- (ii) ‘Availability’ will not include situations in which employees carry telephones or other means or make their telephone numbers or other contact details available only in the event that they may be needed for casual contact or recall to work. Subject to clause 19 - Overtime of this General Agreement, recall to work under such circumstances would constitute emergency duty in accordance with clause 22 (7) – Emergency Duty of the Award.
- (d) ‘Return to duty’ shall also include, but is not limited to, situations where an employee, if recalled to duty, can perform such duty outside the usual headquarters where the employee performs ordinary rostered hours.

17.3 Where out of hours contact is a usual feature of the duties for which employees are regularly rostered, the issue of a roster is deemed to be a written instruction.

17.4 (a) Except as otherwise agreed between the employer and the union, an employee who is required by the employer or a duly authorised officer to be on out of hours contact during periods off duty shall be paid an allowance in accordance with the following formulae for each hour or part thereof the employee is on out of hours contact.

Standby	Current Level 3.1 weekly rate	x	$\frac{1}{37.5}$	x	$\frac{37.5}{100}$		
On Call	Current Level 3.1 weekly rate	x	$\frac{1}{37.5}$	x	$\frac{18.75}{100}$		
Availability	Current Level 3.1 weekly rate	x	$\frac{1}{37.5}$	x	$\frac{18.75}{100}$	x	$\frac{50}{100}$

Provided that:

- (i) 'current level 3.1 weekly salary' refers to the weekly salary of a level 3.1 general division employee as per Schedule 2 – General Division Salaries of the General Agreement; and
  - (ii) payment in accordance with this clause shall not be made with respect to any period for which payment is made in accordance with the provisions of clause 22 (3) – Overtime of the Award when the employee is recalled to work.
- (b) When an employee is required to be on call or available the employer shall provide the employee with the means of contact free of charge for the purposes of work related activity.
- (c) Where the means of contact is to be by land line or satellite telephone fixed at the employee's residence the employer shall:
- (i) Where the telephone is not already installed, pay the cost of such installation.
  - (ii) Where an employee pays or contributes towards the payment of the rental of such telephone, pay the employee 1/52nd of the annual rental paid by the employee for each seven days or part thereof on which an employee is rostered to be on call or available.
  - (iii) Provided that where as a usual feature of the duties an employee is regularly rostered to be on on call or available, pay the full amount of the telephone rental.
- (d) An employee shall be reimbursed the cost of all telephone calls made on behalf of the employer as a result of being on out of hours contact.
- (e) Where an employee rostered for on call or availability is recalled to duty during the period for which the employee is on out of hours contact then the employee shall receive payment for hours worked in accordance with clause 22 (3) - Overtime of the Award.
- (f) Where an employee rostered for on call or availability is recalled to duty, the time spent travelling to and from the place at which duty is to be performed, shall be included with actual duty for the purposes of overtime payment.
- (g) Minimum payment provisions do not apply to an employee rostered for out of hours contact duty.
- (h) An employee in receipt of an out of hours contact allowance and who is recalled to duty shall not be regarded as having performed emergency duty in accordance with clause 22 (7) – Emergency Duty of the Award.
- (i) Employees subject to this clause shall, where practicable, be periodically relieved from any requirement to hold themselves on standby, on call or availability.
- (j) No employee shall be on out of hours contact after the last working day preceding a period of annual leave or long service leave.

**18. SHIFT WORK**

18.1 This clause is to be read in conjunction with clause 21 – Shift Work Allowance of the Award.

18.2 Definitions

The following terms shall have the following meaning and shall replace the definitions for day shift and night shift contained in clause 21 (1) of the Award.

- (a) "Day shift" means a shift commencing at or after 6.00am and before 12.00 noon.
- (b) "Night shift" means a shift commencing at or after 6.00pm and at or before 5.59am.

18.3 An employee required to work a weekday night shift will, in addition to the ordinary rate of salary, be paid an allowance in accordance with the following formula for each shift so worked.

$$\text{Annual salary} \quad \times \quad \frac{12}{313} \quad \times \quad \frac{1}{10} \quad \times \quad \frac{20}{100}$$

18.4 Notwithstanding clause 18.3, the minimum amount payable per shift to an employee required to work night shift will be the allowance payable to an employee with an annual salary of level 1.7 general division employee using the formula provided in clause 18.3.

18.5 For the purposes of this subclause "annual salary" is the ordinary rate of salary payable for the position as prescribed in Schedule 2 – General Division Salaries or Schedule 3 – Specified Calling Salaries of this General Agreement.

18.6 This night shift allowance will be paid in lieu of the night shift allowance prescribed in clause 21 (2) (a) of the Award.

**19. OVERTIME**

**Cases Where Overtime Provisions do not Apply**

19.1 This clause replaces the provisions of clause 22 (4) - Overtime Allowance of the Award. It is to be read in conjunction with the remainder of clause 22 – Overtime Allowance.

19.2 Payment for overtime, the granting of time off in lieu of overtime or travelling time shall not be approved in the following cases:

- (a) Employees whose maximum salary, or maximum salary and allowance in the nature of salary exceeds that determined in Schedule 2 – General Division Salaries for level 6 employees or that determined in Schedule 3 – Specified Callings for level 3 employees of this General Agreement.
- (b) Employees whose work is not subject to close supervision.

19.3 Notwithstanding clause 19.2:

- (a) Where it appears just and reasonable, the employer may approve the payment of overtime or grant time off in lieu to any employee referred to in clause 19.2 (a).
- (b) When an employee who is not subject to close supervision is directed by the employer to carry out specific duties involving the working of overtime, and provided such overtime can be reasonably determined by the employee’s supervisor, then such employee shall be entitled to the payment of overtime or time off in lieu of overtime in accordance with subclauses 22 (3) (b) or (d) – Overtime Allowance of the Award.

**PART 5: LEAVE**

**20. PERSONAL LEAVE**

### Introduction

- 20.1 The provisions of this clause replace clause 31 – Short Leave, clause 27 – Carer’s Leave, and clause 26 - Sick Leave, with the exception of subclause 26 (11) – War caused illnesses, of the Award.
- 20.2 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, paid carer's leave and short leave.
- 20.3 This clause commenced on 30 July 2004. An employee’s pre-existing sick leave anniversary date is maintained for the purposes of the personal leave entitlement.
- 20.4 Personal leave is not for circumstances normally met by other forms of leave.
- 20.5 This clause does not apply to casual employees.
- 20.6 An employee employed on a fixed term contract for a period of twelve months or more shall be credited with the same entitlement as a permanent employee. An employee on a fixed term contract for a period less than twelve months shall be credited on a pro rata basis for the period of the contract.
- 20.7 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.

### Entitlement

- 20.8 The employer shall credit each permanent, full time employee with 112.5 personal leave credits for each year of continuous service of which 97.5 are cumulative and 15 hours are non-cumulative as follows.

	Personal Leave: Cumulative	Personal Leave: Non- cumulative
On the day of initial appointment	48.75 hours	15 hours
On completion of 6 months continuous service	48.75 hours	0 hours
On the completion of 12 months continuous service	97.5 hours	15 hours
On the completion of each further period of 12 months continuous service	97.5 hours	15 hours

- 20.9 Where employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.
- 20.10 In the year of accrual the 112.5 hours personal leave entitlement may be accessed for illness or injury, carer's leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each year of accrual, unused personal leave from that year up to a maximum of 97.5 hours will be cumulative and added to personal leave accumulated from previous years. Unused non-cumulative leave will be lost on completion of each anniversary year.
- 20.11 Whilst employees are able to access personal leave in accordance with clause 20.23 of this clause, to ensure compliance with the *Minimum Conditions of Employment Act 1993* a minimum of 75 hours must be available to employees for the purposes of an employee’s entitlement to paid leave for illness or injury; or carer’s leave.



- 20.12 Personal leave will not be debited for public holidays that the employee would have observed.
- 20.13 Personal leave may be taken on an hourly basis.

#### **Variation of Ordinary Working Hours**

- 20.14 When an employee's ordinary working hours change during an anniversary year, personal leave credits are adjusted to reflect the pro rata portion for that anniversary year.
- 20.15 At the time ordinary working hours change, personal leave credits are adjusted to reflect ordinary working hours up to that point in time as a proportion of the total ordinary working hours for the anniversary year.
- 20.16 Personal leave is credited pro rata on a weekly basis from the time ordinary working hours change until the next anniversary date such that total hours credited for that anniversary year is on a pro rata basis according to the number of ordinary working hours for the period.

#### **Reconciliation**

- 20.17 At the completion of an anniversary year, where an employee has taken personal leave in excess of their current and accrued entitlement the unearned leave must be debited at the commencement of the following anniversary year/s.
- 20.18 The requirements of the *Minimum Conditions of Employment Act 1993* must be met at the commencement of the following anniversary year. The remaining portion of debited personal leave that exceeds the leave credited is to be debited at the commencement of the subsequent and where necessary following anniversary year/s.
- 20.19 Where an employee ceases duty and has taken personal leave that exceeds the leave credited for that anniversary year, the employee must refund the value of the unearned leave, calculated at the rate of salary as at the date the leave was taken. No refund is required in the event of the death of the employee.

#### **Access**

- 20.20 An employee is unable to access personal leave while on any period of leave without pay; annual or long service leave, except as provided for in clauses 20.33 and 20.34 (re-crediting leave); or parental leave.
- 20.21 If an employee has exhausted all accrued personal leave the employer may allow the employee who has at least twelve months service to anticipate up to 37.5 hours personal leave from next year's credit. If the employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the employer, calculated at the wage rate as at the date the leave was taken, but no refund is required in the event of the death of the employee.
- 20.22 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.

#### **Application for Personal Leave**

- 20.23 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to clause 20.8 the employer may grant personal leave in the following circumstances:
- (a) where the employee is ill or injured;

- (b) to provide care or support to a member of the employee's family or household who requires care or support because of an illness or injury to the member; or an unexpected emergency affecting the member
- (c) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention;
- (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 outside of normal working hours or be accommodated by the utilisation of flexi time credits by employees working according to approved flexible working hours arrangements or other leave. Planned personal leave will not be approved for regular ongoing situations.

- 20.24 An employer may grant two days unpaid personal leave per occasion to an employee to provide care and support to a member of the employee's family or household due to the birth of a child to the member. This entitlement does not of itself limit an employee's access to paid personal leave as provided by clause 20.23 or partner leave as provided for by clause 23 – Partner Leave of this General Agreement. This leave may also be substituted with accrued annual leave, long service leave, time off in lieu of overtime, flexi leave and/or banked hours to which the employee is entitled.
- 20.25 Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- 20.26 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.
- 20.27 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**

- 20.28 An application for personal leave exceeding two consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- 20.29 In general, supporting evidence is not required for single or two consecutive day absences. Where the employer has good reason to believe that the absence may not be reasonable or legitimate, the employer may request evidence be provided. The employer must provide the employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.
- 20.30 Personal leave will not be granted where an employee is absent from duty because of personal illness attributable to the employee's serious and wilful misconduct in the course of the employee's employment.
- 20.31 Where there is doubt about the cause of an employee's illness, the employer may require the employee to submit to a medical examination by a medical practitioner of the employer's choice, which the employee must attend. Where it is reported that the absence is because of illness caused by the employee's serious and wilful misconduct in the course of the employee's employment, or the employee fails without reasonable cause to attend the medical examination, the fee for the examination must be deducted from the employee's salary and personal leave will not be granted.
- 20.32 If the employer has reason to believe that an employee is in such a state of health as to render a danger to themselves, fellow employees or the public, the employee may be required to obtain and furnish a report as to the employee's condition from a registered medical practitioner nominated by the employer. The employer shall pay the fee for any such examination.

### **Re-crediting Annual Leave**

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

#### **Re-crediting Long Service Leave**

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

#### **Personal Leave Without Pay Whilst Ill or Injured**

- 20.35 Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The employer shall not unreasonably withhold this leave.
- 20.36 Personal leave without pay not exceeding a period of three months in a continuous absence does not affect wages increment dates, anniversary date of sick leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in a continuous absence, the period in excess of three months is excised from qualifying service.
- 20.37 Personal leave without pay is not available to employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in clauses 20.23 (b), (c) and (d) or 20.24. However, other forms of leave including unpaid carer's leave and leave without pay may be available.

#### **Other Conditions**

- 20.38 Where an employee who has been retired from the public service on medical grounds resumes duty therein, personal leave credits at the date of retirement shall be reinstated. This provision does not apply to an employee who has resigned from the public service and is subsequently reappointed.
- 20.39 Unused personal leave will not be cashed out or paid out when an employee ceases their employment.

#### **Worker's Compensation**

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

#### **Portability**

- 20.41 The employer shall credit an employee additional personal leave credits up to those held at the date that employee ceased previous employment provided:
- (a) immediately prior to commencing employment in the Public Service of Western Australia, the employee was employed in the service of:
    - (i) the Commonwealth Government of Australia, or

- (ii) any other State of Australia, or
  - (iii) in a State body or statutory authority prescribed by *Administrative Instruction 611*;  
and
- (b) the employee's employment with the public service of Western Australia commenced no later than one week after ceasing previous employment, and
- (c) the personal leave credited shall be no greater than that which would have applied had the entitlement accumulated whilst employed in a State body or statutory authority prescribed by *Administrative Instruction 611*.

20.42 The maximum break in employment permitted by paragraph 20.41 (b) of this clause, may be varied by the approval of the employer provided that where employment with the public service of Western Australia commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata annual leave paid out at the date the employee ceased with the previous employer.

#### **Travelling time for Regional Employees**

- 20.43 Subject to the evidence requirements set out in clauses 20.28 to 20.32, a regional employee who requires medical attention at a medical facility in Western Australia located 240 kilometres or more from their workplace will be granted paid travel time undertaken during the employee's ordinary working hours up to a maximum of 37.5 hours per annum.
- 20.44 The employer may approve additional paid travel time to a medical facility in Western Australia where the employee can demonstrate to the satisfaction of the employer that more travel time is warranted.
- 20.45 The provisions of clauses 20.43 and 20.44 are not available to employees whilst on leave without pay or sick leave without pay.
- 20.46 The provisions of clauses 20.43 and 20.44 apply as follows.
- (a) An employee employed on a fixed term contract for a period greater than twelve months, shall be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
  - (b) An employee employed on a fixed term contract for a period less than twelve months shall be credited with the same entitlement on a pro-rata basis for the period of employment.
  - (c) A part time employee shall be entitled to the same entitlement as a full time employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.
  - (d) The provisions do not apply to casual employees.

### **21. PURCHASED LEAVE – 42/52 ARRANGEMENT**

- 21.1 The employer and the employee may agree to enter into an arrangement whereby the employee can purchase up to ten weeks additional leave.

- 21.2 The employer will assess each application for a 42/52 salary arrangement on its merits and give consideration to the personal circumstances of the employee seeking the arrangement.
- 21.3 Where an employee is applying for purchased leave of between five and ten weeks, the employer will give priority access to those employees with caring responsibilities.
- 21.4 Access to this entitlement shall be subject to:
- (a) the employee having satisfied the agency's accrued leave management policy; and
  - (b) the requirement for an employee who has purchased nine or ten week's leave to take one or two week's annual leave, whichever applies, before accessing their purchased leave.
- 21.5 Notwithstanding clause 21.4 (b), the employer may allow an employee to access purchased leave before they have accessed one or two week's annual leave, whichever applies, where the employee requests it. Any such request may only be refused by the employer if there are reasonable grounds to do so.
- 21.6 The provisions of clause 21.4 (b) do not apply to an employee who purchases less than nine weeks leave.
- 21.7 An agreement to take a reduced salary spread over the 52 weeks of the year will yield the following amounts of purchased leave.

Number of weeks salary spread over 52 weeks	Number of weeks purchased leave
42	10
43	9
44	8
45	7
46	6
47	5
48	4
49	3
50	2
51	1

- 21.8 Purchased leave is not able to be accrued. The employee is entitled to pay in lieu of any purchased leave not taken. In the event that the employee is unable to take such purchased leave, their salary will be adjusted on the last pay period in January to take account of the fact that time worked during the year was not included in their salary.
- 21.9
- (a) Where an employee who is in receipt of an allowance provided for in clause 19 – Higher Duties Allowance of the Award or clause 31 – Higher Duties Allowance of the General Agreement proceeds on any period of purchased leave, the employee shall not be entitled to receive payment of the allowance for any period of purchased leave.
  - (b) Other than when an employee is on a period of purchased leave, the higher duties allowance component of an employee's salary shall not be affected by an agreement to reduce the employee's salary for purchased leave purposes.
- 21.10 In the event that a part time employee's ordinary working hours are varied during the year, the salary paid for such leave will be adjusted on the last pay in January to take account of any variations to the employee's ordinary working hours during the previous year.

## 22. PARENTAL LEAVE

22.1 This clause replaces the provisions of clause 28 – Parental Leave of the Award.

22.2 For the purposes of this clause, the following terms shall have the following meaning.

- (a) “Primary care giver” means the employee who will assume the principal role for the care and attention of a newly born or newly adopted child as defined by this clause.
- (b) “Eligible casual employee”: a casual employee is eligible if the employee:
- (i) has been engaged by a public sector employer on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve months; and
  - (ii) but for an expected birth of a child to the employee or the employee’s spouse or de facto partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement by the public sector employer on a regular and systematic basis.
  - (iii) Without limiting clause 22.2 (a) and (b), a casual employee is also eligible if the employee:
    - was engaged by a public sector employer on a regular and systematic basis for a sequence of periods during a period (the first period of employment) of less than twelve months; and
    - at the end of the first period of employment, the employee ceased, on the employer’s initiative, to be so engaged by the public sector employer; and
    - the public sector employer later again engaged the employee on a regular and systematic basis for a further sequence of periods during a period (the second period of employment) that started not more than three months after the end of the first period of employment; and
    - the combined length of the first period of employment and the second period of employment is at least twelve months; and
    - the employee, but for an expected birth of a child to the employee or the employee’s spouse or de facto partner or an expected placement of a child with the employee with a view to adoption of the child by the employee, would have a reasonable expectation of continuing engagement with the public sector employer on a regular and systematic basis.

**22.3 Entitlement to Parental Leave**

- (a) Unpaid parental leave

An employee is entitled to a period of up to 52 weeks unpaid parental leave in respect of the:

- (i) birth of a child to the employee or the employee’s partner; or

- (ii) adoption of a child who is not the natural child or the stepchild of the employee or the employee's partner; is under the age of five; and has not lived continuously with the employee for six months or longer.

(b) Paid parental leave

Subject to clause 22.3 (c), an employee is entitled to 14 weeks continuous paid parental leave, which shall form part of the 52 week unpaid parental leave entitlement. This entitlement can be accessed by a pregnant employee or by an employee who is the primary care giver of a newly born or newly adopted child, and:

- (i) can only be accessed by an employee who has completed twelve months continuous service in the Western Australian public sector;
- (ii) is provided only in respect to:
  - a pregnant employee;
  - the birth of a child to the employee or the employee's partner; or
  - the adoption of a child who is not the natural child or the stepchild of the employee or the employee's partner; is under the age of five; and has not lived continuously with the employee for six months or longer; and
- (iii) cannot be accessed by eligible casual employees.

(c) Commencement of paid parental leave

- (i) A pregnant employee may commence paid parental leave any time up to six weeks before the expected date of birth.
- (ii) Provided that the period of paid parental leave is concluded within twelve months of the birth or placement of the child, an employee identified as the primary care giver of a newly born or newly adopted child may commence the period of paid parental leave from:
  - the child's birth date; or
  - for the purposes of adoption, the date of placement of the child; or
  - a later date nominated by the primary care giver.
- (iii) Notwithstanding clause 22.3 (c) (ii), an employer may, in exceptional circumstances, allow an employee to take a period of paid parental leave that will result in the employee being on paid parental leave more than twelve months after the birth or placement of the employee's child.
- (iv) An employer may require evidence that would satisfy a reasonable person that the circumstances warrant allowing the employee to take their period of paid parental leave such that it will result in the employee being on paid parental leave more than twelve months after the birth or placement of the employee's child.

- (d) The period of paid parental leave taken by the primary care giver of a newly born or newly adopted child shall not exceed the period specified in clause 22.3 (b) or its half pay equivalent.
- (e) Shared parental leave
- (i) Subject to clause 22.3 (e) (ii), the paid parental leave entitlement may be shared between partners assuming the role of primary care giver of a newly born or newly adopted child.
  - (ii) Where both partners work in the public sector, the total paid parental leave entitlement provided to the employees shall not exceed the paid parental leave quantum for a single employee or its half pay equivalent.
  - (iii) The unpaid parental leave entitlement may be shared between partners.
  - (iv) An employee and their partner may only take paid and/or unpaid parental leave concurrently in exceptional circumstances with the approval of the employer or in accordance with clause 22.3 (k). This does not prevent an employee from taking paid or unpaid partner leave as prescribed by clause 23 – Partner Leave of this General Agreement.
- (f) (i) An employee must take parental leave in one continuous period. 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.
- (ii) Notwithstanding clause 22.3 (f) (i):
- paid parental leave may be taken in more than one period by an employee who meets the requirements of clause 22.3 (k); and
  - unpaid parental leave may be taken in more than one continuous period where the employee undertakes special temporary employment in accordance with clause 22.9 – Employment During Unpaid Parental Leave. In these circumstances, the provisions of clause 22.9 – Employment During Unpaid Parental Leave apply.
- (g) Payment for paid parental leave
- (i) Subject to clause 22.3 (g) (iv), an employee proceeding on paid parental leave is to be paid according to their ordinary working hours at the time of commencement of parental leave. Shift and weekend penalty payments and higher duties allowances are not payable during paid parental leave.
  - (ii) An employee may take the paid parental leave at half pay for a period equal to twice the period to which the employee would otherwise be entitled.
  - (iii) Where an employee, including a fixed term contract employee, is on a period of half pay parental leave and their employment is terminated through no fault of the employee, the employee shall be paid out any period of unused paid parental leave equivalent to the period of leave the employee would have accessed had they been on full pay parental leave when their termination occurred.



- (iv) Payment for a part time employee proceeding on paid parental leave is to be determined according to an average of the hours worked by the employee over the preceding twelve months; or their ordinary working hours at the time of commencement of paid parental leave, whichever is the greater.
- (v) 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.
- (h)
  - (i) An employee is eligible, without concluding their parental leave and resuming duty, for subsequent periods of parental leave, including paid parental leave, in accordance with the provisions of this clause.
  - (ii) Where an employee has not concluded their period of parental leave and resumed duty, and the employee is entitled to a subsequent period of paid parental leave, the employee's paid parental leave is:
    - to be paid according to the employee's status, classification and ordinary working hours at the time of commencing the original period of parental leave; and
    - not affected by any period of special temporary employment undertaken in accordance with clause 22.9 – Employment During Unpaid Parental Leave.
  - (iii) An employee who is on a period of leave without pay that is unrelated to parental leave is not entitled to paid parental leave without first resuming duty and meeting the requirements of clause 22.3 (b).
- (i) Medical certificates
  - (i) An employee who has given their employer notice of their intention to take paid or unpaid parental leave 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.
  - (ii) A pregnant employee who continues to work during the period of six weeks before the expected date of birth is not required to provide their employer with a medical certificate stating that the employee is fit to work and whether it is advisable for the employee to continue in her present position for a stated period.
  - (iii) Notwithstanding clause 22.3 (i) (ii), if the employer has reason to believe that the continued performance of duties by a pregnant employee renders a danger to themselves, fellow employees or the public, the employee may be required to obtain and provide a medical certificate stating that the employee is fit to work in her present position for a stated period. The employer shall pay the fee for any such examination. Where an employee is deemed to be unfit to work in her present position, the provisions of clause 22.6 - Modification of Duties and Transfer to a Safe Job may apply.
- (j) If the pregnancy results in other than a live child or the child dies during the period of paid parental leave, the entitlement to paid parental leave remains intact. Such paid parental leave cannot be taken concurrently with paid personal leave taken in accordance with clause 22.4 of this General Agreement.

- (k) (i) An employee who commenced paid parental leave prior to her child's birth and:
- who is incapacitated following the birth of her child and is therefore incapable of being its primary care giver; or
  - whose child requires hospitalisation such that the employee and her partner are not their child's primary care giver;
- is entitled to remain on paid parental leave, notwithstanding that she is not the child's primary care giver.
- (ii) An employee is not entitled to access paid parental leave when they are not their child's primary care giver other than in the circumstances identified in clause 22.3 (k) (i).
- (iii) If both parents work in the public sector and the mother is able to remain on paid parental leave despite her incapacity to be her child's primary care giver, the employees may choose which parent will access paid parental leave.
- If the mother chooses to remain on paid parental leave, her partner may access unpaid parental leave for the period they are their child's primary care giver.
  - If the mother's partner is their child's primary care giver and chooses to access paid parental leave, the mother may access unpaid parental leave for the period her partner is their child's primary care giver.
  - Where the mother's partner accesses paid parental leave in accordance with this subclause, the mother is entitled to resume paid parental leave if/when she becomes her child's primary care giver, subject to the provisions of clause 22.3 (e) – Shared parental leave.
  - If the mother resumes paid parental leave in accordance with this subclause, her partner must cease paid parental leave.
- (iv) The provisions of clause 22.3 (k) (iii) do not apply where an employee commenced paid parental leave prior to her child's birth but, due to her child's hospitalisation, neither the employee or her partner are able to be their child's primary care giver. The employee may, however, remain on paid parental leave in accordance with the provisions of clause 22.3 (k) (i).
- (l) Adoption of a child
- (i) An employee seeking to adopt a child shall be entitled to two days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The employee may take any paid leave entitlement to which the employee is entitled in lieu of this leave.
- (ii) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may take any other paid leave entitlement to which they are entitled in lieu of the terminated parental leave or return to work.

- (m) Confirmation of primary care giver status
- (i) For the purposes of paid parental leave, an employer may require an employee to provide confirmation of their primary care giver status.
  - (ii) Where an employer requires an employee to confirm their status as the primary care giver of a newly born or newly adopted child, the employee is to provide the employer with evidence that would satisfy a reasonable person of their entitlement to paid parental leave.

#### 22.4 Other Leave Entitlements

- (a) Annual and long service leave

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

- (b) Time off in lieu of overtime, flexi leave and banked hours

- (i) An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued time off in lieu of overtime, flexi leave and/or banked hours to which the employee is entitled.
- (ii) The taking of accrued time off in lieu of overtime, flexi leave and/or banked hours in substitution for unpaid parental leave shall be subject to the provisions of clause 22 – Overtime Allowance of the Award, and clause 16 – Hours of the General Agreement, where applicable.

- (c) Extended unpaid parental leave

- (i) Subject to all other leave entitlements being exhausted, an employee shall be entitled to apply for leave without pay following parental leave ('extended unpaid parental leave') to extend their leave by up to two years. The employer is to agree to a request for extended unpaid parental leave unless:
  - having considered the employee's circumstances, the employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or
  - there are grounds to refuse the request relating to its adverse effect on the employer's business and those grounds would satisfy a reasonable person. These grounds might include, but are not limited to, cost; lack of adequate replacement staff; loss of efficiency; impact on the production or delivery of products or services by the employer.
- (ii) The employer is to give the employee written notice of the employer's decision on a request for extended unpaid parental leave under clause 22.4 (c). If the request is refused, the notice is to set out the reasons for the refusal.
- (iii) An employee who believes their request for extended unpaid parental leave under clause 22.4 (c) has been unreasonably refused may seek to enforce it as a minimum

condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.

- (iv) Any period of extended unpaid parental leave 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 extended unpaid parental leave shall not exceed two years.

(d) Personal leave

- (i) An employee on paid or unpaid parental leave is not entitled to paid personal leave other than as specified in clause 22.4 (d) (ii).
- (ii) 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 to which the employee is entitled or unpaid leave for a period certified as necessary by a registered medical practitioner. Paid personal leave cannot be taken concurrently with paid parental leave.
- (iii) 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 personal leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.

(e) Public holidays

Any public holidays that fall during paid or unpaid parental leave shall be counted as part of the parental leave and do not extend the period of parental leave.

**22.5 Notice and Variation**

- (a) An employee shall give not less than four weeks notice in writing to the employer of the date the employee proposes to commence paid or unpaid parental leave, stating the period of leave to be taken.
- (b) An employee seeking to adopt a child shall not be in breach of clause 22.5 (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 to that provided by this clause and may at any time during that period elect to reduce or extend the period stated in the original application, provided four weeks written notice is provided.

**22.6 Modification of Duties or Transfer to a Safe Job**

- (a) Part time employment during pregnancy
  - (i) A pregnant employee may work part time in one or more periods whilst she is pregnant where she provides her employer with a medical certificate from a medical practitioner advising that part time employment is, because of her pregnancy, necessary or preferable.

- (ii) The terms of part time employment undertaken in accordance with 22.6 (a) (i) shall be in writing.
  - (iii) Such employment shall be in accordance with clause 9 - Part Time Employment of the Award, and clause 14 – Part Time Employment of this General Agreement.
  - (iv) In the absence of an alternative requirement, and unless otherwise agreed between an employer and employee, an employee shall provide their employer with four weeks written notice of an intention to:
    - vary part time work arrangements made under clause 22.6 (b) (ii); or
    - revert to full time employment during the employee’s pregnancy.
  - (v) An employee reverting to full time employment in accordance with clause 22.6 (a) (iv) 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 undertaking part time employment.
- (b) If an employee gives her employer a medical certificate from a medical practitioner, or some other form of evidence that would satisfy a reasonable person, and it contains a statement to the effect that the employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
- (i) illness, or risks, arising out of her pregnancy; or
  - (ii) hazards connected with that position;
- then the employer must modify the duties of the position or alternatively transfer the employee to a safe job at the same classification level for the period during which she is unable to continue in her present position.
- (c) If an employee’s employer does not think it to be reasonably practicable to modify the duties of the position or transfer the employee to a safe job, the employee is entitled to be absent from the workplace on full pay for the period during which she is unable to continue in her present position.
- (d) An entitlement to be absent from the workplace on full pay is in addition to any leave entitlement the employee has and the employee is to be paid the amount she would reasonably have expected to be paid if she had worked during that period. This entitlement also applies to eligible casual employees.
- (e) An entitlement to be absent from the workplace on full pay ends at the earliest of whichever of the following times is applicable:
- (i) the end of the period stated in the medical certificate;
  - (ii) if the employee’s pregnancy results in the birth of a living child – the end of the day before the date of birth; or
  - (iii) if the employee’s pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

**22.7 Communication During Parental Leave**

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) An employee shall take reasonable steps to inform their employer about any significant matter that will affect the employer's decision regarding
  - (i) the duration of parental leave to be taken;
  - (ii) whether the employee intends to return to work; and
  - (iii) whether the employee intends to return to work on a part time or modified basis.
- (c) An employee shall also notify their employer of changes of address or other contact details that might affect the employer's capacity to comply with clause 22.7 (a).

**22.8 Replacement Employee**

- (a) Prior to engaging a replacement employee, the employer shall inform the replacement person of:
  - (i) the temporary nature of the employment;
  - (ii) the entitlements relating to the return to work of the employee on parental leave or that employee's capacity to undertake special temporary or casual employment during their period of unpaid parental leave; and
  - (iii) any consequences for the replacement employee should the employee on parental leave return early from leave or seek an extension to their period of parental leave.
- (b) A replacement employee may be employed part time. Such employment shall be in accordance with the part time employment provisions of the Award and this General Agreement.

**22.9 Employment During Parental Leave**

- (a) (i) The provisions of clause 22.9 only apply to employment during unpaid parental leave, and extended unpaid parental leave taken in conjunction with parental leave as provided for in clause 22.3 (c) – Extended unpaid parental leave.
- (ii) An employer cannot employ an employee in special temporary employment whilst the employee is on a period of paid parental leave, annual leave, or long service leave taken concurrently with a period of unpaid parental leave.

- (b) Special temporary employment
- (i) For the purposes of clause 22.9, “temporary” means employment of an intermittent nature; for a limited, specified period; and undertaken during unpaid parental leave or extended unpaid parental leave.
  - (ii) Notwithstanding any other provision of the parental leave clause, an employee may be employed by their employer on a temporary basis provided that:
    - both parties agree in writing to the special temporary employment;
    - public service officers are only employed on a temporary basis in connection with their substantive office, post or position;
    - in the case of a fixed term contract employees, the period of temporary employment is within the period of the current fixed term contract;
    - any such period of service shall not change the employee’s employment status in regard to their substantive employment; and
    - any period of special temporary employment shall count as qualifying service for all purposes under the Award and the General Agreement.
- (c) For every period of special temporary employment, the following records must be kept:
- (i) the agreement made between the parties for periods of special temporary employment;
  - (ii) the dates of commencement and conclusion of each period of special temporary employment;
  - (iii) the hours worked by the employee during such periods; and
  - (iv) the classification level at which the employee is employed during such periods.
- (d) Effect of special temporary employment on unpaid parental leave
- (i) Subject to clause 22.9 (d) (ii), a period of special temporary employment shall be deemed to be part of the employee’s period of unpaid parental leave or extended unpaid parental leave as originally agreed to by the parties.
  - (ii) An employee who immediately resumes unpaid parental leave or extended unpaid parental leave following the conclusion of a period of special temporary employment:
    - is entitled, on written notice, to extend their period of unpaid parental leave or extended unpaid parental leave by the period of time in which they were engaged in special temporary employment; and
    - shall give not less than four weeks notice in writing to their employer of the new date they intend to return to work and so conclude their period of parental leave or extended unpaid parental leave.

- (iii) An employee who does not immediately resume their period of unpaid parental leave or extended unpaid parental leave at the conclusion of a period of special temporary employment cannot preserve the unused portion of leave for use at a later date.

#### 22.10 Return to Work on Conclusion of Parental Leave

- (a)
  - (i) An employee shall confirm their intention to conclude their parental leave or extended unpaid parental leave and return to work by notice in writing to their employer not less than four weeks prior to the expiration of parental leave or extended unpaid parental leave.
  - (ii) An employee who intends to return to work on a modified basis in accordance with clause 22.10 (d) shall advise their employer of this intention by notice in writing not less than four weeks prior to the expiration of parental leave or extended unpaid parental leave.
- (b) An employee on return to work following the conclusion of parental leave or extended unpaid parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave.
- (c) Where an employee was transferred to a safe job or was absent from the workplace on full pay as provided for in clause 22.6 – Modification of Duties or Transfer to a Safe Job, the employee is entitled to return to the position occupied immediately prior to the transfer or their absence from the workplace on full pay.
- (d) Right to return to work on a modified basis
  - (i) An employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with the part time employment provisions of the Award and General Agreement.
  - (ii) An employee may return on a modified basis that involves the employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the employee worked immediately before starting parental leave.
- (e) Right to revert
  - (i) An employee who has returned on a part time or modified basis in accordance with clause 22.10 (d) may subsequently request the employer to permit the employee to resume working on the same basis as the employee worked immediately before starting parental leave or full time work at the same classification level.
  - (ii) A request made under clause 22.10 (e) (i) must be in writing and must be made at least four weeks before the day on which the employee wishes to resume working on the same basis as the employee worked immediately before starting parental leave or full time work at the same classification level.
  - (iii) An employer is to agree to a request to revert made under clause 22.10 (e) (i) unless there are grounds to refuse the request relating to the adverse effect that agreeing to



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

- (iv) An employer is to give the employee written notice of the employer's decision on a request to revert under clause 22.10 (e) (i). If the request is refused, the notice is to set out the reasons for the refusal.
- (vi) An employee who believes their request to revert under clause 22.9 (e) (i) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.

#### 22.11 **Effect of Parental Leave on the Contract of Employment**

- (a) (i) Paid parental leave will count as qualifying service for all purposes under the Award and this General Agreement.
- (ii) Qualifying service for any purpose under the Award or General Agreement is to be calculated according to the number of weeks of paid parental leave that were taken at full pay or would have been had the employee not taken paid parental leave at half pay. Employees who take paid parental leave on half pay do not accrue Award, agreement or other entitlements beyond those that would have accrued had they taken the leave at full pay.
- (b) 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.
- (c) (i) Absence on unpaid parental leave or extended unpaid parental leave shall not break the continuity of service of employees.
- (ii) Where an employee takes a period of unpaid parental leave or extended unpaid parental leave exceeding 14 calendar days in one continuous period, the entire period of such leave shall not be taken into account in calculating the period of service for any purpose under any relevant Award, agreement or industrial instrument. Periods of unpaid leave of 14 days or less shall, however, count for service.
- (d) An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with clause 8 – Contract of Service of the Award.
- (e) 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.

#### 22.12 **Casual Employees**

- (a) An eligible casual employee has no entitlement to paid leave under this clause with the exception of the entitlement to be absent from the workplace on full pay as provided under clause 22.6 – Modification of Duties or Transfer to a Safe Job.
- (b) Nothing in this clause confers a change in the employment status of a casual employee.

- (c) Service performed by an eligible casual employee for a public sector employer shall count as service for the purposes of determining twelve months continuous service as per clause 22.3 (b) (i) where:
  - (i) the eligible casual employee has become a permanent or fixed term contract employee with the same employer; and
  - (ii) the break between the period of eligible casual employment and permanent or fixed term contract employment is no more than three months.

**23. PARTNER LEAVE**

23.1 An employee who is not taking parental leave is entitled to one week's partner leave as prescribed by this clause in respect of the:

- (a) birth of a child to the employee's partner; or
- (b) adoption of a child who is not the natural child or the stepchild of the employee and/or the employee's partner; is under the age of five; and has not lived continuously with the employee for six months or longer.

23.2 The entitlement to one week's partner leave shall be taken as paid personal leave, subject to clause 23.8. In the absence of an entitlement to paid personal leave, partner leave may be taken as:

- (a) paid annual and/or long service leave;
- (b) paid accrued time off in lieu of overtime, flexi leave and/or banked hours; and/or
- (c) unpaid partner leave.

23.3 Partner leave must be taken immediately following the birth or, in the case of adoption, the placement of the child.

23.4 (a) Subject to clause 23.4 (b), the taking of partner leave by an employee shall have no effect on their or their partner's entitlement, where applicable, to access paid parental leave as provided by clause 22 – Parental Leave of the General Agreement.

(b) Where applicable, unpaid partner leave taken by an employee shall be counted as part of the employee's unpaid parental leave entitlement.

23.5 Any public holidays that fall during partner leave shall be counted as part of the partner leave and do not extend the period of partner leave.

23.6 The taking of accrued time off in lieu of overtime, flexi leave and/or banked hours for partner leave purposes shall be subject to the provisions of clause 22 – Overtime Allowance of the Award, and clause 16 – Hours of the General Agreement, where applicable.

**Personal Leave**

23.7 An employee may access their accrued personal leave entitlements for partner leave purposes, subject to the requirements of the *Minimum Conditions of Employment Act 1993* being met. That is, a minimum of 75 hours personal leave must be kept available for an employee to access for the purposes of an employee's entitlement to paid leave for illness or injury; or carer's leave.

- 23.8 The right to access personal leave credits for partner leave purposes does not affect an employee's right to take more than five days personal leave for the purposes provided for in clause 20 – Personal Leave of the General Agreement.

**Right to Request Additional Unpaid Partner Leave**

- 23.9 An employee is entitled to request an extension to the period of unpaid partner leave up to a maximum of eight weeks.
- 23.10 The employer is to agree to an employee's request to extend their unpaid partner leave made under clause 23.9 unless:
- (a) having considered the employee's circumstances, the employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or
  - (b) there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the employer and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:
    - (i) cost;
    - (ii) lack of adequate replacement staff;
    - (iii) loss of efficiency; and
    - (iv) impact on the production or delivery of products or services by the employer.
- 23.11 The employer is to give the employee written notice of the employer's decision on a request to extend their unpaid partner leave. If the employee's request is refused, the notice is to set out the reasons for the refusal.
- 23.12 An employee who believes their request to extend unpaid partner leave has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.
- 23.13 Where an employer agrees to an employee's request to extend their period of unpaid partner leave under clause 23.9, the employer must allow an employee to elect to substitute any part of that period of unpaid partner leave with accrued annual leave, long service leave, time off in lieu of overtime, flexi leave and/or banked hours.
- 23.14 An employee on unpaid partner leave is not entitled to paid personal leave.
- 23.15 The total period of partner leave provided by this clause shall not exceed eight weeks.

**Notice**

- 23.16 (a) The employee shall give not less than four week's notice in writing to the employer of the date the employee proposed to commence partner leave, stating the period of leave to be taken.
- (b) An employee who has given their employer notice of their intention to take partner leave 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.

### **Effect of Partner Leave on the Contract of Employment**

- 23.17 The provisions of clause 22.11 of the Parental Leave clause of this General Agreement concerning the effect of partner leave on the contract of employment shall apply to employees accessing partner leave, with such amendment as necessary.

### **Eligible Casual Employees**

- 23.18 An eligible casual employee, as defined in clause 22.2 – Parental Leave of this General Agreement, is only entitled to unpaid partner leave.

## **24. UNPAID GRANDPARENTAL LEAVE**

- 24.1 For the purposes of this clause “primary care giver” means the employee who will assume the principal role for the care and attention of a grandchild.

- 24.2 An employee is entitled to a period of up to 52 weeks continuous unpaid grandparental leave in respect of the:

- (a) birth of a grandchild of the employee; or
- (b) adoption of a grandchild of the employee, being a child who is not the natural grandchild or grand-stepchild of the employee, is under the age of five and has not lived continuously with its adoptive parents for six months or longer.

### **Primary Care Giver Status**

- 24.3 (a) An employee is only entitled to grandparental leave if they are or will be the primary care giver of a grandchild.
- (b) Determination of primary care giver status shall be made by reference to the provision of care during what would be the employee's ordinary hours of work had the employee not been providing care to their grandchild.
- (c) An employer may require an employee to provide confirmation of their primary care giver status. Where an employer requires an employee to confirm their status as the primary care giver of a grandchild, the employee is to provide the employer with evidence that would satisfy a reasonable person of the entitlement to unpaid grandparental leave.

### **Commencement, Notice and Variation of Leave**

- 24.4 Commencement of unpaid grandparental leave may occur any time within 24 months following the birth or placement of the employee's grandchild.

- 24.5 (a) The employee shall give not less than four week's notice in writing to the employer of the date the employee proposes to commence unpaid grandparental leave, stating the period of leave to be taken.
- (b) The notice period in clause 24.5 (a) may be waived by the employer in exceptional circumstances.

- 24.6 An employee may request and an employer may agree to an employee taking grandparental leave on a part time basis provided:

- (a) the employee is their grandchild's primary care giver on those days for which care is provided by the employee; and

- (b) the employee's leave concludes no later than 52 weeks after the commencement of the period of grandparental leave.

**Other Entitlements**

- 24.7 The following provisions contained in clause 22 – Parental Leave of this General Agreement shall be read in conjunction with this clause, with such amendment as is necessary.
- (a) Clause 22.7 (a), and clause 22.7 (b) (i) and (ii) – Communication During Parental Leave.
  - (b) Clause 22.8 – Replacement Employee.
  - (c) Clauses 22.10 (a) (ii) and 22.10 (b) – Return to Work on Conclusion of Parental Leave.
  - (d) Clause 22.11 – Effect of Parental Leave on the Contract of Employment.
- 24.8 The entitlement to grandparental leave is as prescribed in this clause. Other than as specified in clause 24.7, an employee has no entitlement to the provisions contained in clause 22 – Parental Leave in the General Agreement with respect to the birth or adoptive placement of their grandchild.

**25. EARLY ACCESS TO PRO RATA LONG SERVICE LEAVE**

- 25.1 This clause is to be read in conjunction with clause 25 – Long Service Leave of the Award.
- 25.2 For the purposes of this clause, 'employee' includes full time, part time, permanent and fixed term contract employees.
- 25.3 Subject to clause 25.5, employees within seven years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with their employer, choose early access to their long service leave at the rate of 9.28 days per completed twelve month period of continuous service for full time employees.
- 25.4 Part time employees have the same entitlement as full time employees, with their entitlement calculated on a pro rata basis according to any variations to their ordinary working hours during the accrual period.
- 25.5 Early access to pro rata long service leave does not include access to long service leave to which the employee has become entitled, or accumulated prior to being within seven years of their preservation age.
- 25.6 Under this clause, long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.
- 25.7 Employees may, by agreement with their employer, clear long service leave in minimum periods of one day.
- 25.8 Where employees access pro rata long service leave early, any period of leave taken will be excised for the purpose of continuous service in accordance with clause 25 (5) of the Award.

**26. PRO RATA ADDITIONAL ANNUAL LEAVE FOR SHIFT WORKERS**

- 26.1 The provisions of this clause replace the provisions of clause 21 (2) (d) – Shift Work Allowance of the Award, and shall be read in conjunction with all other provisions of clause 21 – Shift Work Allowance.
- 26.2 An employee engaged on shift work who is rostered to work regularly on Sundays and/or public holidays shall be entitled to five day's leave in addition to the employee's normal entitlement to annual leave.
- 26.3 For the purposes of this clause, 'regularly rostered' means the employee is rostered to and works on at least eleven Sundays and/or public holidays in a period of up to twelve months' continuous service.

- 26.4 This entitlement accrues according to the following table, provided that the maximum accrual will not exceed five days (37.5 hours) for each completed twelve month period of continuous service.

Number of Sundays and/or public holidays rostered and worked within a 12 month period	Additional leave entitlement (accrual portion)
3	1 day
5	2 days
7	3 days
9	4 days
11	5 days

- 26.5 Where an employee is no longer rostered to work regularly on Sundays and/or public holidays they shall cease to accrue the additional leave provided by this clause.
- 26.6 The additional leave provided by this clause may be carried from one twelve month period of continuous service to another twelve month period.
- 26.7 The twelve month period of continuous service shall not include any period of leave without pay exceeding 14 continuous calendar days.
- 26.8 A part time employee is entitled to pro rata additional leave, to be calculated according to the hours the employee worked on the Sundays and/or public holidays required for each accrual portion. Where these hours varied, the entitlement shall be determined according to an average of the hours worked on the Sundays and/or public holidays required for each accrual portion.
- 26.9 Where an entitlement that is superior to the provisions of this clause exists in an Award or an industrial agreement, the superior entitlement shall be provided to the employee.

## **27. PRO RATA ADDITIONAL ANNUAL LEAVE FOR NORTH WEST EMPLOYEES**

- 27.1 The provisions of this clause replace the provisions of clause 23 (6) – Annual Leave of the Award, and shall be read in conjunction with all other provisions of clause 23 –Annual Leave.
- 27.2 An employee whose headquarters are located north of 26 degrees South latitude shall be entitled to 37.5 hours leave in addition to the employee’s normal entitlement to annual leave.
- 27.3 The intention of this clause is to provide the additional leave for North West employees on a pro rata basis without the requirement for an employee to first complete twelve months continuous service in the North West. An employee shall therefore accrue 0.10274 hours of paid additional annual leave at the end of each calendar day of the year, provided that the maximum accrual will not exceed 37.5 hours for each completed twelve month period of continuous service.
- 27.4 An employee may proceed on leave by accessing the pro rata entitlement provided in clause 27.3.
- 27.5 Where an employee is no longer located north of 26 degrees South latitude they shall cease to accrue the additional leave provided by this clause.
- 27.6 The additional leave provided by this clause may be carried from one twelve month period of continuous service to another twelve month period.
- 27.7 Employees shall not accrue additional leave for any period of leave without pay exceeding 14 continuous calendar days. The twelve month period of continuous service shall not include any period of leave without pay exceeding 14 continuous calendar days.

27.8 The provisions of this clause do not apply to an employee who is in receipt of additional leave as provided by clause 55 – Weekend Absence from Residence of the Award.

**28. DAYS IN LIEU OF THE REPEALED PUBLIC SERVICE HOLIDAYS**

28.1 The two days in lieu of the repealed public service holidays as provided for in the Premier’s Circular 2003/01 apply to employees covered by this General Agreement where they would normally be expected to work these days.

28.2 Days in lieu of the repealed public service holidays accrue on the date of the relevant repealed public service holiday. They may be taken subsequent to the date of accrual of the repealed public service holiday. The days in lieu do not accumulate and have to be taken in the calendar year that they accrue. Days in lieu that have accrued but have not been taken are not paid out on termination of employment.

28.3 By prior agreement with the employer the day may be taken on the date of the relevant repealed public service holiday.

**PART 6: ALLOWANCES**

**29. UPDATING OF TRAVEL AND RELIEVING ALLOWANCE AWARD CLAUSES**

29.1 The parties will review the travelling and relieving allowance clauses in the Award, including the definition of accommodation, and the circumstances where an employee is responsible for paying some but not all of their travel and relieving expenses. This review will not consider the inclusion into the Award of a requirement to use corporate credit cards for travel and relieving purposes. The review will be concluded within six months of this General Agreement being registered.

29.2 Outcomes of the review that are agreed between the parties will be implemented by award amendment or a separate registered industrial agreement. These agreed provisions may be implemented administratively prior to award amendment or agreement registration.

29.3 Where agreement is not reached, the provisions of clause 43 – Dispute Settlement Procedure of this General Agreement will apply.

**30. PUBLIC SECTOR FIRST AID ALLOWANCE**

30.1 For the purposes of this clause the following expressions shall have the following meanings:

- (a) ‘Appointed’ means the employer has formally assigned an employee, who is suitably qualified in first aid, to the position of first aid officer; and the employee has agreed to take on the responsibilities of providing first aid in the workplace, as determined by the employer;
- (b) ‘Deputy first aid officer’ means an employee who has been appointed by the employer to take on first aid responsibilities in a workplace when the first aid officer is unable to do so;
- (c) ‘Suitably qualified in first aid’ means holding a current statement of attainment that satisfies the national training requirement HLTF301B – Apply First Aid. This includes, but is not limited to, the successful completion of the two Day Senior First Aid - St John Ambulance Association; or the Senior First Aid (Workplace Level 2) – Australian Red Cross Society training courses.

(d) 'Workplace' means the direct area in which the employee has been employed to work in the ordinary course of their employment.

30.2 An employee who has been appointed by the employer to be the first aid officer in a workplace shall be paid a public sector first aid allowance of 1% of the gross hourly salary of a level 1.8 general division employee.

30.3 An eligible part time employee is entitled to this allowance on a pro rata basis.

30.4 The public sector first aid allowance shall be paid to either the appointed first aid officer or the deputy first aid officer in a workplace. The deputy first aid officer shall not be paid the first aid allowance for any period in which the allowance is paid to the appointed first aid officer.

30.4 A deputy first aid officer is to be paid the public sector first aid allowance where the employer has agreed to them taking on the first aid responsibilities in a workplace due to the inability of the appointed first aid officer to do so. For example, where the appointed first aid officer is on annual or long service leave, or extended personal leave.

## **31. HIGHER DUTIES ALLOWANCE**

### **Higher Duties Allowance and Leave**

31.1 This clause replaces clauses 19 (6), (7) and (8) – Higher Duties Allowance of the Award.

31.2 Where an employee who is in receipt of an allowance granted under clause 19 – Higher Duties Allowance of the Award and has been doing so for a continuous period of twelve months or more, proceeds on any period of paid leave and:

(a) resumes in the office immediately on return from leave, the employee shall continue to receive the allowance for the period of leave; or

(a) does not resume in the office immediately on return from leave, the employee shall continue to receive the allowance for the period of leave accrued during the period of higher duties.

31.3 Where an employee who is in receipt of an allowance granted under clause 19 – Higher Duties Allowance of the Award for less than twelve months proceeds on a period of paid leave, whether in excess of the normal entitlement or not, the employee shall continue to receive the allowance for the period of normal leave provided that:

(a) during the employee's absence, no other employee acts in the office in which the employee was acting immediately prior to proceeding on leave; and

(b) the employee resumes in the office immediately on return from leave.

31.4 For the purpose of clause 31.3, 'normal leave' means the period of paid leave an employee would accrue in twelve months. It shall also include any public holidays and leave in lieu accrued during the preceding twelve months taken in conjunction with such paid leave.

### **Part Time Higher Duties Allowance Arrangements**

31.5 This clause shall be read in conjunction with clause 19 – Higher Duties Allowance of the Award.

31.6 Where a part time employee acts in a higher office, the allowance shall be payable after the completion of 37.5 hours service in that position. The 37.5 hours service in the higher position must be worked consecutively according to the hours the part time employee normally works.



- 31.7 Where the higher office is a part time position, the allowance shall be payable after the completion of 37.5 hours service in that position. The 37.5 hours service in the higher position must be worked consecutively according to the normal working hours of the part time position for which the allowance is being paid.

## **32. COMMUTED ALLOWANCES**

The introduction of any commuted allowance in lieu of overtime, on call or shift allowances shall be negotiated between the Union and the employer. On the request of either party the other party is obliged to enter into negotiations for such arrangements.

## **33. DISTRICT ALLOWANCE**

The parties agree that any increase to district allowance rates resulting from negotiations between the Government and public sector unions, including the Civil Service Association Inc, for a replacement for the District Allowance (Government Officers) General Agreement 2005 will be payable from 1 July 2008.

## **PART 7: REGIONAL PROVISIONS**

## **34. REMOTE AND ISOLATED LOCATIONS**

- 34.1 For the purpose of this clause remote and isolated locations shall include those facilities established as a result of the Government's response and action plan associated with the Gordon inquiry and located at: Kintore, Warburton, Balgo, Kalumburu, Warakuna/Docker River, Bidyandanga, Dampier Peninsula, Warmun and Jigalong.
- 34.2 Where employees are posted to work in the above mentioned remote and isolated locations as their headquarters they will receive, in addition to any other benefits they may be entitled to:
- (a) remote community allowance of \$3,500 per annum, paid fortnightly;
  - (b) free housing, electricity & water;
  - (c) four weeks of remote-community leave for each completed year of service. Remote community leave will accrue per year and be taken at the end of the employees posting to the location, unless otherwise agreed by the employee and employer. Absence on remote community leave will count for service for all purposes; and
  - (d) upon completion of tenure at remote and isolated locations, employees will be given preference to return to a location of their choice, subject to operational requirements.
- 34.3 An employee, posted to any of the locations listed in clause 34.1 and who is in receipt of an attraction and retention benefit (ARB) pursuant to Approved Procedure 7 – Determining Remuneration – Attraction and Retention Benefits, as a result of that posting, remains entitled to the benefits pursuant to this clause that exceed the entitlements provided for by the ARB.

- 34.4 Where an employee is posted to work in any of the above mentioned remote and isolated locations as their headquarters and, due to the actions of the employer, they do not complete a full term of their posting at the location, they will be entitled to receive the remote community leave set out in paragraphs 34.2 (c) and 34.2 (d) of this General Agreement on a pro-rata basis.

### **35. REGIONAL TRAINING AND DEVELOPMENT**

- 35.1 The parties are committed to providing effective workforce management practices and opportunities to staff employed in regional areas.

For the purposes of this clause:

- (a) “Training” includes, but is not limited to the provision of approved, formal instruction by an agency representative or an external provider to one or more employees in order to assist them to undertake a particular role or function, or to enhance their personal skills, knowledge and/or abilities.
- (b) “Development” is the opportunity for an employee to gain on-the-job experience and skills by working in a position other than the employee’s substantive position. Development opportunities include, but are not limited to:
  - (i) performance of duties at a higher classification level (acting);
  - (ii) secondment to another agency at the employee’s substantive classification level or at a higher classification level; or
  - (iii) temporary deployment within the same agency at the employee’s substantive classification level but where the duties differ from those of the employee’s substantive position.

- 35.2 Employers shall:

- (a) Ensure that regional employees are, as far as reasonably practicable, provided with access to training and development opportunities having regard to that agency’s operational requirements and opportunities provided to metropolitan based staff.
- (b) Ensure that regional employees are offered job related training opportunities within their local area or by agreement, in another location. The employer will cover all costs associated with the training activity.
- (c) Where employer initiated development opportunities are provided away from the employee’s home base, cover costs to the extent of the provisions of clause 50 - Relieving Allowance and clause 55 - Weekend Absence from Residence, of the Award.

- (d) Ensure that registered redeployees located in regional areas are provided career transitional support, including ongoing professional development opportunities.

35.3 Each agency that employs people in regional areas in Western Australia will conduct a review into the accessibility to personal development opportunities including training and acting opportunities within twelve months of the registration of this agreement. The findings of these reviews will be provided to the agency's Joint Consultative Committee.

## **PART 8: WORKFORCE MANAGEMENT**

### **36. WORKING FROM HOME**

36.1 Subject to this clause, employers may consider the introduction of working from home arrangements. The introduction of working from home arrangements does not provide for the employees primary place of work to be moved from the employee's headquarters/work base to the employee's home.

36.2 Statutory requirements apply to employee's working from home as they do to employees working at an employer's workplace. Employers must ensure understanding and compliance of all affected parties with all statutory responsibilities prior to any arrangements being sanctioned.

36.3 Employers are required to undertake a risk assessment of the work activities carried out by employees to identify and manage hazards. In carrying out any assessment, employers must look at who and what may be affected by, and the possible effects of the work being done from home.

36.4 The introduction of working from home arrangements is subject to:

- (a) the employees duties are those they would normally undertake at their headquarters/work base;
- (b) the nature of employees' work being such that it is suited to working from home arrangements;
- (c) approval of any arrangement being at the discretion of the employer;
- (d) employees agreeing to enter into the working from home arrangements;
- (e) the introduction of working from home arrangements being in accordance with the provisions of the employer's policy; and
- (f) the employer's policy and procedures addressing:

- (i) general obligations of both the employer and employees, including such things as insurance, separation of overheads billed to the homeowner and the employee's ordinary hours of work while working from home;
- (ii) duty of care responsibilities owed by the employer and employee under the *Occupational Safety and Health Act 1984*; and
- (iii) all additional statutory obligations affecting the employer/employee relationship.

### **37. WORKLOAD MANAGEMENT**

- 37.1 Employers are committed to providing a safe and healthy work environment and will not require employees to undertake an unreasonable workload in the ordinary discharge of their duties.
- 37.2 The objective of this principle is to ensure workload allocation is fair, manageable and without risk to health and safety.
- 37.3 Employers shall take reasonable steps to ensure that employees:
- (a) do not work excessive or unreasonable hours;
  - (b) are able to clear annual leave; and
  - (c) are paid or otherwise recompensed for work as provided for under the Award and this General Agreement.
- 37.4 Employees are required to perform, attain or sustain a standard of work that may be reasonably expected of them.
- 37.5 All relevant indicators of workload should be monitored. Indicators may include:
- (a) nature of work;
  - (b) work patterns;
  - (c) environment in which work is performed;
  - (d) volume of work;

- (e) level of performance;
- (f) turnover;
- (g) accident rate;
- (h) incidence of workers compensation;
- (i) sickness absence;
- (j) early retirement records;
- (k) referral rates and general feedback from counsellors; and
- (l) exit information.

37.6 Where employee performance issues are identified these will be managed in accordance with an agency's performance management policy and should take into account:

- (a) training and development;
- (b) application of skill and competencies;
- (c) capacity to perform at a required level;
- (d) individual accountability; and
- (e) communication and feedback.

37.7 Workload issues may be dealt with as a function of the agency joint consultative committee.

37.8 With the exception of employee performance related issues, where workload issues are identified a review team agreed by the parties will be convened within 21 days of a written request from either party. Broader consultation of the findings of the review team can be undertaken through the joint consultative committee.

## **38. PROCEDURE FOR CLASSIFYING AN OFFICE**

- 38.1 DPC will continue to review the procedure for classification of an office as provided for in Approved Procedure 1 - Approved Classification System and Procedures established under the *Public Sector Management Act 1994*.
- 38.2 The process is to be overseen by the Peak Consultative Forum established under clause 41 of this General Agreement.

### **39. UNION FACILITIES**

In addition to the provisions contained in clause 36 (5) (e) – Union Facilities for Union Representatives of the Award, the employer shall provide the union with time to discuss the benefits of union membership with new employees as part of the employee's formal induction program.

### **PART 9: CONSULTATIVE MECHANISMS**

#### **40. JOINT CONSULTATIVE COMMITTEE**

- 40.1 The parties recognise the need for effective communication to improve the business/operational performance and working environment in agencies.
- 40.2 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.
- 40.3 The parties agree that:
- (a) where the employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of employees, the union and employees affected shall be notified by the employer as early as possible;
  - (b) for the purposes of discussion the employer shall provide to the employees concerned relevant information about the changes, including the effect of the changes on employees, provided the employer shall not be required to disclose any information that is confidential;
  - (c) in the context of discussions the union and employees are able to contribute to the decision making process; and
  - (d) the Joint Consultative Committee (JCC) parties are to provide all reasonable and relevant information except confidential commercial, business or personal information, the release of which may seriously harm a party or individual.
- 40.4 Each agency will have a JCC comprising of the employer or their nominee, employer nominated representatives and union nominated representatives.

- 40.5 The JCC will convene within 28 days of a written request being received from either party.
- 40.6 The JCC will determine its own operating procedures.
- 40.7 JCCs will be a forum for consultation on issues such as:
- (a) development of workload management tools within the agency;
  - (b) industrial issues;
  - (c) fixed term and casual employment usage;
  - (d) changes to work organisation and/or work practices occurring in the workplace;
  - (e) agency implementation of recommendations from the 'Functional Review of Government';  
and
  - (f) agency implementation of other aspects of this General Agreement.
- 40.8 Matters not resolved through the JCC can be referred to the provisions of clause 43 - Dispute Settlement Procedure.

#### **41. PEAK CONSULTATIVE FORUM**

- 41.1 The Peak Consultative Forum established under the 2004 Public Service General Agreement shall continue to operate and consist of senior representatives from the union and Directors General or their nominated representatives from DOCEP, DPC and as required, other agencies.
- 41.2 The function of the Peak Consultative Forum will be to consult on cross sector matters including the implementation of this General Agreement.
- 41.3 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.

#### **42. CONTRACT FOR SERVICE – LABOUR HIRE**

- 42.1 The *Public Sector Management Act 1994* requires employers to comply with Approved Procedures established under the Act.
- 42.2 DPC will conduct a compliance review of Approved Procedure 5 - Approved Contracts for Services

Procedures.

- 42.3 The findings of the review will be provided to the Peak Consultative Forum. Employers found to be non compliant with Approved Procedure 5 as a result of the review will be directed to comply with the Procedure.
- 42.4 The parties agree to consult through the Peak Consultative Forum on any changes proposed to Approved Procedure 5 - Approved Contracts for Services Procedures.

## **PART 10: DISPUTE SETTLEMENT PROCEDURES**

### **43. DISPUTE SETTLEMENT PROCEDURES**

#### **Employee/Employer Disputes**

- 43.1 Any questions, difficulties or disputes arising in the course of the employment of employees covered by this General Agreement shall be dealt with in accordance with this clause.
- 43.2 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.
- 43.3 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.
- 43.4 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.
- 43.5 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.
- 43.6 The period for resolving a dispute may be extended by agreement between the parties.
- 43.7 At all stages of the procedure the employee may be accompanied by a union representative.

#### **Parties to General Agreement or Joint Consultative Committee Disputes**

- 43.8 Any questions, difficulties or disputes arising under this General Agreement between the parties, including but not limited to matters not resolved between the parties to this General Agreement pursuant to clause 29 – Updating Travel and Relieving Allowance Award Clauses may be referred by either party to the WAIRC for conciliation and where appropriate arbitration.



43.9 The provisions of subclause 43.8 will not be construed in a manner that cancels the effect of clause 7 – No Further Claims of this General Agreement.

**PART 11: SCHEDULES TO THE AGREEMENT**

**SCHEDULE 1: SIGNATURES OF PARTIES**

Signed:

.....

**Signature**

**Date**

**Toni Walkington  
General Secretary  
The Civil Service Association of Western Australia (Inc)**

Signed:

.....

**Signature**

**Date**

**Bob Horstman  
Acting Executive Director  
Labour Relations  
Department of Consumer and Employment Protection  
Acting as agent for each Employing Authority listed in Schedule 5**

## SCHEDULE 2: GENERAL DIVISION SALARIES

Levels	2007 salary rates	New levels at date of registration 2008	From the beginning of the first pay period commencing on or after 26 Feb 2008	From the beginning of the first pay period commencing on or after 26 Feb 2009	From the beginning of the first pay period commencing on or after 1 April 2010
	\$		\$	\$	\$
<b>LEVEL 1</b>		<b>LEVEL 1</b>			
Under 17 yrs	\$16,694	Under 17 yrs	\$18,262	\$18,993	\$19,657
17 yrs	\$19,510	17 yrs	\$21,809	\$22,681	\$23,475
18 yrs	\$22,757	18 yrs	\$25,355	\$26,368	\$27,291
19 yrs	\$26,342	19 yrs	\$28,901	\$30,056	\$31,109
20 yrs	\$29,582	20 yrs	\$32,447	\$33,744	\$34,925
1.1	\$32,497	1.1	\$35,461	\$36,879	\$38,170
1.2	\$33,496	1.1	\$35,461	\$36,879	\$38,170
1.3	\$34,496	1.2	\$37,436	\$38,933	\$40,296
1.4	\$35,489	1.3	\$38,495	\$40,034	\$41,435
1.5	\$36,489	1.4	\$39,587	\$41,170	\$42,611
1.6	\$37,489	1.5	\$40,653	\$42,278	\$43,758
1.7	\$38,638	1.6	\$41,848	\$43,521	\$45,045
1.8	\$39,434	1.7	\$42,676	\$44,382	\$45,936
1.9	\$40,609	1.8	\$43,898	\$45,653	\$47,250
<b>LEVEL 2.1</b>	\$42,017	<b>LEVEL 2.1</b>	\$45,271	\$47,082	\$48,730
2.2	\$43,097	2.2	\$46,504	\$48,363	\$50,056
2.3	\$44,231	2.3	\$47,802	\$49,713	\$51,454
2.4	\$45,431	2.4	\$49,160	\$51,126	\$52,916
2.5*	\$46,686	2.4*	\$49,160*	\$51,126	\$52,916
<b>LEVEL 3.1</b>	\$48,409	<b>LEVEL 3.1</b>	\$50,792	\$53,291	\$55,913
3.2	\$49,754	3.2	\$52,202	\$54,771	\$57,466
3.3	\$51,138	3.3	\$53,655	\$56,295	\$59,065
3.4	\$52,560	3.4	\$55,146	\$57,860	\$60,707
<b>LEVEL 4.1</b>	\$54,510	<b>LEVEL 4.1</b>	\$57,192	\$60,006	\$62,959
4.2	\$56,037	4.2	\$58,795	\$61,688	\$64,723
4.3	\$57,609	4.3	\$60,444	\$63,418	\$66,538

Levels	2007 salary rates	New levels at date of registration 2008	From the beginning of the first pay period commencing on or after 26 Feb 2008	From the beginning of the first pay period commencing on or after 26 Feb 2009	From the beginning of the first pay period commencing on or after 1 April 2010
			\$	\$	\$
<b>LEVEL 5.1</b>	\$60,638	<b>LEVEL 5.1</b>	\$63,621	\$66,752	\$70,037
<b>5.2</b>	\$62,683	<b>5.2</b>	\$65,768	\$69,004	\$72,399
<b>5.3</b>	\$64,809	<b>5.3</b>	\$67,998	\$71,344	\$74,854
<b>5.4</b>	\$67,017	<b>5.4</b>	\$70,315	\$73,775	\$77,405
<b>LEVEL 6.1</b>	\$70,564	<b>LEVEL 6.1</b>	\$74,036	\$77,679	\$81,501
<b>6.2</b>	\$72,977	<b>6.2</b>	\$76,568	\$80,335	\$84,288
<b>6.3</b>	\$75,473	<b>6.3</b>	\$79,187	\$83,083	\$87,171
<b>6.4</b>	\$78,138	<b>6.4</b>	\$81,983	\$86,017	\$90,249
<b>LEVEL 7.1</b>	\$82,227	<b>LEVEL 7.1</b>	\$86,373	\$90,727	\$95,301
<b>7.2</b>	\$85,053	<b>7.2</b>	\$89,341	\$93,845	\$98,576
<b>7.3</b>	\$88,131	<b>7.3</b>	\$92,574	\$97,241	\$102,144
<b>LEVEL 8.1</b>	\$93,131	<b>LEVEL 8.1</b>	\$97,882	\$102,876	\$108,125
<b>8.2</b>	\$96,714	<b>8.2</b>	\$101,648	\$106,834	\$112,285
<b>8.3</b>	\$101,155	<b>8.3</b>	\$106,316	\$111,740	\$117,441
<b>LEVEL 9.1</b>	\$106,702	<b>LEVEL 9.1</b>	\$112,211	\$118,003	\$124,094
<b>9.2</b>	\$110,449	<b>9.2</b>	\$116,151	\$122,147	\$128,452
<b>9.3</b>	\$114,723	<b>9.3</b>	\$120,645	\$126,873	\$133,423
<b>CLASS 1</b>	\$121,188	<b>CLASS 1</b>	\$127,517	\$134,177	\$141,184
<b>CLASS 2</b>	\$127,654	<b>CLASS 2</b>	\$134,321	\$141,336	\$148,717
<b>CLASS 3</b>	\$134,113	<b>CLASS 3</b>	\$141,117	\$148,487	\$156,242
<b>CLASS 4</b>	\$140,578	<b>CLASS 4</b>	\$147,920	\$155,645	\$163,773

\*\* Level 2.5 receives a \$1000 up-front sign-on bonus in the first year

**TRANSLATION TO THE NEW SALARY STRUCTURE FOR LEVEL 1 AND 2 GENERAL DIVISION EMPLOYEES**

The following table details the translation of Level 1 and level 2 general division employees to the new salary structure. Junior level 1 employees are unaffected by these structural changes.

<b>2007 Level</b>	<b>New Level at Date of Registration</b>
1.1	1.1
1.2	1.1
1.3	1.2
1.4	1.3
1.5	1.4
1.6	1.5
1.7	1.6
1.8	1.7
1.9	1.8
2.1	2.1
2.2	2.2
2.3	2.3
2.4	2.4
2.5	2.4

## SCHEDULE 3: SPECIFIED CALLING SALARIES

Specified calling level	2007 salary rates	From the beginning of the first pay period commencing on or after 26 Feb 2008	From the beginning of the first pay period commencing on or after 26 Feb 2009	From the beginning of the first pay period commencing on or after 1 April 2010
		4.5%	4%	4%
<b>LEVEL 1</b>				
1 <sup>st</sup> year	\$47,479	\$49,616	\$51,601	\$53,665
2nd year	\$49,981	\$52,230	\$54,319	\$56,492
3rd year	\$52,755	\$55,129	\$57,334	\$59,627
4th year	\$56,222	\$58,752	\$61,102	\$63,546
5th year	\$61,596	\$64,368	\$66,943	\$69,621
6th year	\$65,098	\$68,027	\$70,748	\$73,578
<b>LEVEL 2.1</b>	\$66,702	\$69,704	\$72,492	\$75,392
2.2	\$68,951	\$72,054	\$74,936	\$77,933
2.3	\$71,290	\$74,498	\$77,478	\$80,577
2.4	\$73,719	\$77,036	\$80,117	\$83,322
<b>LEVEL 3.1</b>	\$77,620	\$81,113	\$84,358	\$87,732
3.2	\$80,275	\$83,887	\$87,242	\$90,732
3.3	\$83,020	\$86,756	\$90,226	\$93,835
3.4	\$85,952	\$89,820	\$93,413	\$97,150
<b>LEVEL 4.1</b>	\$88,805	\$92,801	\$96,513	\$100,374
4.2	\$91,857	\$95,991	\$99,831	\$103,824
4.3	\$95,181	\$99,464	\$103,443	\$107,581
<b>LEVEL 5.1</b>	\$100,581	\$105,107	\$109,311	\$113,683
5.2	\$104,451	\$109,151	\$113,517	\$118,058
5.3	\$109,247	\$114,163	\$118,730	\$123,479
<b>LEVEL 6.1</b>	\$115,238	\$120,424	\$125,241	\$130,251
6.2	\$119,285	\$124,653	\$129,639	\$134,825
6.3	\$123,901	\$129,477	\$134,656	\$140,042
<b>LEVEL 7</b>	\$130,883	\$136,773	\$142,244	\$147,934
<b>LEVEL 8</b>	\$137,866	\$144,070	\$149,833	\$155,826
<b>LEVEL 9</b>	\$144,842	\$151,360	\$157,414	\$163,711
<b>LEVEL 10</b>	\$151,824	\$158,656	\$165,002	\$171,602

**TRANSLATION TO THE NEW SPECIFIED CALLING CLASSIFICATION STRUCTURE**

The following table details the translation of specified calling employees to the new classification structure.

<b>Previous Level</b>	<b>New Level</b>
Level 2/4.1	Level 1.1
Level 2/4.2	Level 1.2
Level 2/4.3	Level 1.3
Level 2/4.4	Level 1.4
Level 2/4.5	Level 1.5
Level 2/4.6	Level 1.6
Level 5.1	Level 2.1
Level 5.2	Level 2.2
Level 5.3	Level 2.3
Level 5.4	Level 2.4
Level 6.1	Level 3.1
Level 6.2	Level 3.2
Level 6.3	Level 3.3
Level 6.4	Level 3.4
Level 7.1	Level 4.1
Level 7.2	Level 4.2
Level 7.3	Level 4.3
Level 8.1	Level 5.1
Level 8.2	Level 5.2
Level 8.3	Level 5.3
Level 9.1	Level 6.1
Level 9.2	Level 6.2
Level 9.3	Level 6.3
Class 1	Level 7
Class 2	Level 8
Class 3	Level 9
Class 4	Level 10

**SCHEDULE 4: AGENCY SPECIFIC AGREEMENTS**

<b>DEPARTMENT</b>	<b>TITLE OF AGREEMENT</b>	<b>ASA NUMBER</b>
Agriculture	Department of Agriculture Agency Specific Agreement 2007	PSAAG 3 of 2007
Auditor General	Office of the Auditor General Agency Specific Agreement 2007	PSAAG 13 of 2007
Child Protection	Department for Community Development Agency Specific Agreement 2006	PSAAG 4 of 2006
Communities	Department for Community Development Agency Specific Agreement 2006	PSAAG 4 of 2006
Corrective Services	Department of Corrective Services Killara Youth Support (Juvenile Justice Officers) Agency Specific Agreement 2006	PSAAG 2 of 2006
Corrective Services	Department of Corrective Services – Community Work Officers – Agency Specific Agreement 2008	PSAAG 3 of 2008
Disability Services Commission	Disability Services Commission (Public Servants) Agency Specific Agreement 2006	PSAAG 18 of 2006
Environment and Conservation	Department of Environment and Conservation Agency Specific Agreement 2007	PSAAG 15 of 2007
Fisheries	Department of Fisheries Agency Specific Agreement 2006	PSAAG 17 of 2006
Goldfields/Esperance Development Commission	Goldfield / Esperance Development Commission Agency Specific Agreement 2007	PSAAG 14 of 2007
Government Employees Superannuation Board	Government Employees Superannuation Board (GESB) Agency Specific Agreement 2005	PSAAG 6 of 2005
Health Review	Office of Health Review Agency Specific Agreement 2007	PSAAG 5 of 2007
Industry and Resources	Department of Industry and Resources Agency Specific Agreement 2005	PSAAG 16 of 2005
Land Information	Department of Land Administration Agency Specific Agreement 2006	PSAAG 5 of 2006
Planning and Infrastructure	Department for Planning and Infrastructure Agency Specific Agreement 2007	PSAAG 18 of 2007
Police	Western Australia Police Service Agency Specific Agreement 2007	PSAAG 1 of 2008
Racing, Gaming and Liquor	Department of Racing, Gaming and Liquor Agency Specific Agreement 2005	PSAAG 17 of 2005
Rottnest Island Authority	Rottnest Island Authority Agency Specific Agreement 2007	PSAAG 6 of 2007
TAFE C Y O'Connor	C Y O'Connor College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 58 of 2002



DEPARTMENT	TITLE OF AGREEMENT	ASA NUMBER
TAFE Central	Central TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 53 of 2002
TAFE Central West	Central West College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 56 of 2002
TAFE Challenger	Challenger TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 61 of 2002
TAFE Eastern Pilbara	Eastern Pilbara College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 57 of 2002
TAFE Great Southern	Great Southern TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 55 of 2002
TAFE Kimberley	Kimberley College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 60 of 2002
TAFE Midland	Midland College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 52 of 2002
TAFE South East Metropolitan	South East Metropolitan College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 54 of 2002
TAFE South West Regional	South West Regional College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 51 of 2002
TAFE West Coast	West Coast College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 59 of 2002
TAFE West Pilbara	West Pilbara College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 50 of 2002
Treasury and Finance	Department of Treasury and Finance Agency Specific Agreement 2005	PSAAG 12 of 2005

## SCHEDULE 5: PARTIES TO THIS GENERAL AGREEMENT

- The Civil Service Association of Western Australia Incorporated
- The employing authority, as defined by the *Public Sector Management Act 1994*, of each of the following public authorities:

Curriculum Council of Western Australia  
 Department of Agriculture and Food  
 Department of the Attorney General (*includes part of the former Department of Justice*)  
 Department for Child Protection (*formerly part of the Department of Community Development*)  
 Department for Communities (*formerly part of the Department of Community Development*)  
 Department of Consumer and Employment Protection  
 Department of Corrective Services (*formerly part of the Department of Justice*)  
 Department of Culture and the Arts  
 Department of Education and Training  
 Department of Education Services  
 Department of Environment and Conservation (*includes part of the former Department of Environment*)  
 Department of Fisheries  
 Department of Health  
 Department of Housing and Works  
 Department of Indigenous Affairs  
 Department of Industry and Resources  
 Department of Local Government and Regional Development  
 Department of Racing, Gaming and Liquor  
 Department of Sport & Recreation Western Australia  
 Department for Planning and Infrastructure  
 Department of the Premier and Cabinet  
 Department of Treasury and Finance  
 Department of Water (*formerly Water and Rivers Commission*)  
 Disability Services Commission  
 Economic Regulation Authority  
 Equal Opportunity Commission  
 Gascoyne Development Commission  
 Goldfields-Esperance Development Commission  
 Government Employees Superannuation Board  
 Great Southern Development Commission  
 Kimberley Development Commission  
 Law Reform Commission of Western Australia  
 Mid West Development Commission  
 Office of Energy  
 Office of Health Review  
 Office of the Auditor General  
 Office of the Director for Public Prosecutions for Western Australia  
 Office of the Information Commissioner  
 Office of the Inspector of Custodial Services  
 Office of the Public Sector Standards Commissioner  
 Peel Development Commission  
 Pilbara Development Commission  
 Rottnest Island Authority  
 South West Development Commission  
 State Supply Commission  
 Western Australian Electoral Commission  
 Western Australian Industrial Relations Commission  
 Western Australian Meat Industry Authority

Western Australian Police Service  
Wheatbelt Development Commission  
WorkCover Western Australia