



CIRCULAR TO DEPARTMENTS AND AUTHORITIES NO. 5 OF 2011

PUBLIC SERVICE AND GOVERNMENT OFFICERS GENERAL AGREEMENT 2011 – PSA AG 7 OF 2011

On 27 June 2011, the WA Industrial Relations Commission (WAIRC) registered the Public Service and Government Officers General Agreement 2011. This General Agreement replaces the Public Service General Agreement 2008, and the Government Officers Salaries, Allowances and Conditions General Agreement 2008.

The WAIRC order, the General Agreement and the salary schedules are attached.

Consequential amendments to the Public Service Award 1992, and the Government Officers Salaries, Allowances and Conditions Award 1989 have also been made and apply from 27 June 2011. Award Circulars will be issued providing details of these amendments.

Departments and authorities should now implement the General Agreement in accordance with its terms and conditions. The following effective dates apply to the General Agreement:

- (a) the agreement commences from 27 June 2011 and expires on 1 April 2014;
- (b) salary increases apply from the following dates:
 - i) 3.75% effective from 15 April 2011;
 - ii) 4% effective from 13 April 2012; and
 - iii) 4.25% effective from 12 April 2013.
- (c) Employees whose employment ceased prior to 27 June 2011 are not entitled to retrospectivity of salaries or conditions under this General Agreement.

Copies of the General Agreement will be available on the WAIRC website – www.wairc.wa.gov.au – and implementation guidelines and explanatory notes will be issued shortly.

Please contact your Labour Relations Adviser if you have any queries concerning the General Agreement.

BOB HORSTMAN
EXECUTIVE DIRECTOR
LABOUR RELATIONS

28 June 2011

A2344703

**PUBLIC SERVICE AND GOVERNMENT OFFICERS GENERAL
AGREEMENT 2011**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES THE CIVIL SERVICE ASSOCIATION OF WESTERN
AUSTRALIA INCORPORATED AND ANOTHER
APPLICANTS

-v-

(NOT APPLICABLE)

RESPONDENT

CORAM PUBLIC SERVICE ARBITRATOR
COMMISSIONER S J KENNER

DATE TUESDAY, 28 JUNE 2011

FILE NO PSAAG 7 OF 2011

CITATION NO. 2011 WAIRC 00448

Result Agreement registered

Representation

Civil Service Association of Western Australia Ms J O’Keefe and with her Ms J Gaines

Employer Parties Mr M Hammond as agent


Order

HAVING heard Ms J O’Keefe and with her Ms J Gaines on behalf of The Civil Service Association of Western Australia Incorporated and Mr M Hammond as agent of the employer parties and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders –

- (1) THAT the Public Service and Government Officers General Agreement 2011 as filed in the Commission on 10 June 2011 and as amended in the

terms of the following schedule be and is hereby registered as an industrial agreement.

- (2) THAT the Public Service General Agreement 2008 and the Government Officers Salaries, Allowances and Conditions General Agreement 2008 be and are hereby cancelled.

 (Sgd.) S.J. KENNER

COMMISSIONER S J KENNER
PUBLIC SERVICE ARBITRATOR

SCHEDULE

PUBLIC SERVICE AND GOVERNMENT OFFICERS GENERAL AGREEMENT 2011

PSAAG 7 of 2011

PART 1: APPLICATION OF THIS GENERAL AGREEMENT

1. TITLE

This General Agreement shall be known as the Public Service and Government Officers General Agreement 2011, which cancels and replaces the Public Service General Agreement 2008 and the Government Officers Salaries, Allowances and Conditions General Agreement 2008.

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3. DEFINITIONS

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

- 3.1 “Agency” means:
- (a) a department, SES organisation, or non SES organisation, as defined in the *Public Sector Management Act 1994*, in relation to employees employed under the *Public Service Award 1992*; or
 - (b) a public authority listed in Item (3) of Schedule 5 of this General Agreement, in relation to employees employed under the *Government Officers Salaries, Allowances and Conditions Award 1989*.
- 3.2 “Agency Specific Agreement” (ASA) means an industrial agreement developed in accordance with clause 9 – Agency Specific Agreements, which will be read in conjunction with this General Agreement and the applicable Award.
- 3.3 “Applicable Award” is determined by the scope and responsency of the *Public Service Award 1992* or the *Government Officers Salaries, Allowances and Conditions Award 1989*.
- 3.4 “Child” and “grandchild” shall be read as including children of a multiple birth or adoption.
- 3.5 “Employee” means an employee to whom this Agreement applies as prescribed in clause 5.2 of this General Agreement.
- 3.6 “Employer” means:
- (a) an employing authority as defined by section 5 of the *Public Sector Management Act 1994*, in relation to employees employed under the *Public Service Award 1992*; or
 - (b) the employing authority of an employer party listed in Item (3) of Schedule 5 of this General Agreement.
- 3.7 “General Agreement” and “Agreement” means the Public Service and Government Officers General Agreement 2011.
- 3.8 “Ordinary rate of salary” means rate of salary as provided for within Schedule 2 – General Division Salaries or Schedule 3 – Specified Callings salaries of this General Agreement.
- 3.9 “Partner” means a person who is a spouse or a de facto partner.
- 3.10 “PSC” means Public Sector Commission.
- 3.11 “Public sector” means:
- (a) all agencies, ministerial offices and non-SES organisations as defined in section 3 of the *Public Sector Management Act 1994*; and
 - (b) employing authorities as defined in section 5 of the *Public Sector Management Act 1994*.

- 3.12 “Regional employee” means any employee other than one whose assigned headquarters are within the metropolitan area as defined by the applicable Award.
- 3.13 “Replacement employee” means an employee specifically engaged to replace an employee proceeding on maternity leave, adoption leave, other parent leave or grandparental leave.
- 3.14 “Union” means the Civil Service Association of Western Australia Incorporated.
- 3.15 “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 applicable 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 (a) Subject to clause 5.2 (b), this General Agreement shall apply to:

- (i) all public service officers and executive employees, 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*, and covered by the *Public Service Award 1992*; and
- (ii) all government officers, within the meaning of the *Industrial Relations Act 1979*, employed by an employer party listed in Item (3) of Schedule 5 and covered by the *Government Officers Salaries, Allowances and Conditions Award 1989*

who are members of or eligible to be members of the union.

(b) This General Agreement shall not apply to:

- (i) a chief executive officer as defined in section 3 (1) of the *Public Sector Management Act 1994*;
- (ii) those government officers listed in Schedule B of the *Government Officers Salaries, Allowances and Conditions Award 1989*;
- (iii) employees whose remuneration payable is determined or recommended pursuant to the *Salaries and Allowances Act 1975*; or

- (iv) 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.
- 5.3 As at the date of registration the approximate number of employees bound by this General Agreement is 33,975.
- 5.4 It is the intent of the parties to preserve the applicable Award as it applies to employees covered by this General Agreement at the time of registration, only for the life of this General Agreement.
- 5.5 This General Agreement shall be read in conjunction with the applicable Award.
- 5.6 Provisions in the applicable Award that deal with subject matters not otherwise dealt with by this General Agreement are preserved at the date of registration. For the purposes of this clause, these provisions will be referred to as the "preserved provisions".
- 5.7 Subsequent to the registration of this General Agreement, any variations to provisions of the applicable Award issued through orders of the Western Australian Industrial Relations Commission will prevail over the preserved provisions to the extent of any inconsistency.
- 5.8 Subject to clause 5.7, where the provisions of the applicable Award and this General Agreement are inconsistent, this General Agreement will prevail.
- 5.9 The ASAs listed at Schedule 4 shall continue in force unless replaced by a subsequent agreement or a party withdraws from the agreement.

6. TERM OF GENERAL AGREEMENT

- 6.1 This General Agreement shall operate from the date of registration and, in accordance with Section 41 of the *Industrial Relations Act 1979*, will expire on 1 April 2014.
- 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 on 2 April 2014.

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 provided for in this General Agreement, with the exception of clause 17 – 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 applicable Award.

	Core condition	Employees employed under the <i>Public Service Award 1992</i>	Employees employed under the <i>Government Service Officers Salaries, Allowances and Conditions Award 1989</i>
(a)	Contract of Service	Clause 8	Clause 8
(b)	Purchased Leave – Deferred Salary Arrangement	Clause 14	Clause 14
(c)	Salary Packaging Arrangement	Clause 15	Clause 15
(d)	Supported Wage	Clause 16	Clause 16
(e)	Traineeships	Clause 17	Clause 17
(f)	Annual Increments	Clause 18	Clause 18
(g)	Higher Duties Allowance	Clause 19	Clause 19
(h)	Annual Leave	Clause 23	Clause 23
(i)	Public Holidays	Clause 24	Clause 24
(j)	Long Service Leave	Clause 25	Clause 25
(k)	Bereavement Leave	Clause 32	Clause 32
(l)	Cultural/Ceremonial Leave	Clause 33	Clause 33
(m)	Blood/Plasma Donors Leave	Clause 34	Clause 34
(n)	Emergency Service Leave	Clause 35	Clause 35
(o)	Union Facilities For Union Representatives	Clause 36	Clause 36
(p)	Leave to Attend Association Business	Clause 37	Clause 37
(q)	Trade Union Training Leave	Clause 38	Clause 38
(r)	Defence Force Reserves Leave	Clause 39	Clause 39

(s)	Witness and Jury Service	Clause 41	Clause 40
(l)	Keeping of and Access to Employment Records	Clause 57	Clause 58
(u)	Right of Entry and Inspection by Authorised Representatives	Clause 59	Clause 60
(v)	Copies of Award.	Clause 60	Clause 61

9. AGENCY SPECIFIC AGREEMENTS

- 9.1 The primary industrial instruments for regulating pay and conditions for employees shall be the applicable Award and this General Agreement. An ASA shall be read in conjunction with the applicable 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 applicable 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 An employee who is employed by the employer on the date of registration of this General Agreement will, on registration of the agreement, receive a payment equivalent to the 3.75% additional salary that would have been paid had the salaries in Schedule 2 or Schedule 3 been paid on and from 15 April 2011.
- 10.3 An employee who resigns or retires or whose employment is otherwise terminated prior to the registration of this General Agreement is not entitled to the payment provided in clause 10.2.

- 10.4 The second salary increase of 4.00% shall operate on and from 13 April 2012.
- 10.5 The third salary increase of 4.25% shall operate on and from 12 April 2013.
- 10.6 The salary increases provided in this General Agreement are in full and final settlement of productivity improvements up to the date of commencement of the Agreement.
- 10.7 An employee covered by clause 16 – Supported Wage of the applicable 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 10.3, the employer will pay the payment provided in clause 10.2 to an employee who, prior to the registration of this General 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

- 11.1 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 applicable Award, regarding Total Employment Cost, and clause 15 (6) of the applicable 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 48 - 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) arc to be read in conjunction with clause 9 – Part-Time Employment of the applicable Award, with the exception of:
 - (i) clause 9 (6) *Public Service Award 1992*; and
 - (ii) clause 9 (12) of the *Government Officers Salaries, Allowances and Conditions Award 1989*; and
- (b) do not prevent an employee from accessing provisions contained in clause 23 – Maternity Leave, clause 24 – Adoption Leave and clause 25 – Other Parent 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 the following clauses of the applicable Award:

- (a) clause 9 (3) (c) of the *Public Service Award 1992*; or
- (b) clause 9 (1) (c) of the *Government Officers Salaries, Allowances and Conditions Award 1989*; 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. FIXED TERM CONTRACT EMPLOYMENT

15.1 Subject to this clause and in accordance with clause 8 – Contract of Service of the applicable Award, employees may be employed on contracts having fixed terms.

15.2 In exercising their employing authority, employers may only employ a person as a fixed term contract employee in the following circumstances:

- (a) Covering one-off periods of relief;
- (b) Work on a project with a finite life;

Where a project is substantially externally funded including multiple external funding, the employer must present a business case supporting the use of fixed term contract employees in such positions to the Peak Consultative Forum. Where external funding has been consistent on an historical basis and it can be reasonably expected to continue the employer shall assess the percentage of positions for which permanent appointment can be made;

- (c) Work that is seasonal in nature;
- (d) Where an employee with specific skills is not readily available in the public sector is required for a finite period; or
- (e) In any other situation as is agreed between the parties to this General Agreement.

15.3 Employees appointed for a fixed term shall be advised in writing of the terms of the appointment and such advice shall specify the dates of commencement and termination of employment.

16. WORKING WITH CHILDREN CHECKS

- 16.1 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.
- 16.2 The provisions of this clause apply to all employees, including fixed term contract and casual employees.

PART 4: HOURS OF WORK

17. HOURS

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

Prescribed Hours

- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 (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 applicable Award for all time so worked.

Flexible Working Arrangements

17.6 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.

17.7 Application

- (a) Within the parameters of clause 17.2, 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.

17.8 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.

17.9 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.

17.10 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.

17.11 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.

17.12 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 17.12 (a).
- (c) Employees having excessive debit hours may be placed on standard working hours in addition to being required to take leave without pay.

17.13 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 17.17, in which case a maximum of ten ordinary hours may be worked in any one day between the agreed span of hours.

17.14 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.

17.15 Study Leave

Where study leave has been approved by the employer pursuant to the provisions of clause 30 - Study Assistance of the applicable 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.

17.16 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 applicable 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 17.2, or prior to the commencement time agreed between the employee and the employer under clause 17.17.

Employee Initiated Span of Working Hours

- 17.17 Notwithstanding clause 17.2, 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.
- 17.18 Agreements under clause 17.17 are to be in writing and must specify the duration of the agreement, and the times during which ordinary hours may be worked.
- 17.19 On receipt of a written request from the union, the employer will provide the union with details of agreements made under clause 17.17 including the work location, the duration of the agreement/s, and the times during which ordinary hours may be worked.
- 17.20 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.
- 17.21 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 applicable Award, or the payment of shift penalties as per clause 21 – Shift Work Allowance of the applicable Award, whichever may apply.

Nine Day Fortnight

17.22 Notwithstanding clause 17.2, 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 applicable 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 17.22 (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.

18. OUT OF HOURS CONTACT

18.1 The provisions of this clause replace the following clauses of the applicable Award:

- (a) clause 22 (1) (k), clause 22 (6) and Schedule H – Part I – Out of Hours Contact of the *Public Service Award 1992*; or
- (b) clause 22 (5), and Schedule I – Part I – Out of Hours Contact of the *Government Officers Salaries, Allowances and Conditions Award 1989*.

18.2 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 20 - Overtime of this General Agreement, recall to work under such circumstances would constitute emergency duty in accordance with the following clauses of the applicable Award:
- clause 22 (7) – Emergency Duty of the *Public Service Award 1992*; or
 - clause 22 (6) of the *Government Officers, Salaries, Allowances and Conditions Award 1989*.
- (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.

18.3 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.

18.4 (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 this 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 following clauses of the applicable Award:

- clause 22 (3) – Overtime of the *Public Service Award 1992*; or
- clause 22 (4) of the *Government Officers, Salaries, Allowances and Conditions Award 1989*

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 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 the following clauses of the applicable Award:
- (i) clause 22 (3) – Overtime of the *Public Service Award 1992*; or
 - (ii) clause 22 (4) of the *Government Officers, Salaries, Allowances and Conditions Award 1989*.
- (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 the following clauses of the applicable Award:
- (i) clause 22 (7) – Emergency Duty of the *Public Service Award 1992*; or
 - (ii) clause 22 (6) of the *Government Officers, Salaries, Allowances and Conditions Award 1989*.
- (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.

19. SHIFT WORK

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

19.2 Definitions

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

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

19.3 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.

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

19.4 Notwithstanding clause 19.3, 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 19.3.

19.5 For the purposes of this clause “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.

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

20. OVERTIME

Cases Where Overtime Provisions Do Not Apply

20.1 This clause is to be read in conjunction with clause 22 – Overtime Allowance of the applicable Award, with the exception of:

- (a) clause 22 (4) – Cases where overtime provisions do not apply of the *Public Service Award 1992*; and
- (b) clause 22 (4) (i) and (j) of the *Government Officers Salaries, Allowances and Conditions Award 1989*.

- 20.2 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.
- 20.3 Notwithstanding clause 20.2:
- (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 20.2 (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 the following clauses of the applicable Award:
 - (i) clauses 22 (3) (b) or (d) -- Overtime of the *Public Service Award 1992*; or
 - (ii) clauses 22 (4) (b) or (c) of the *Government Officers Salaries, Allowances and Conditions Award 1989*.

PART 5: LEAVE

21. PERSONAL LEAVE

Introduction

- 21.1 The provisions of this clause replace clause 31 – Short Leave, clause 27 – Carer's Leave, and clause 26 - Sick Leave of the applicable Award.
- 21.2 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.
- 21.3 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.
- 21.4 Personal leave is not for circumstances normally met by other forms of leave.
- 21.5 This clause does not apply to casual employees.
- 21.6 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.

- 21.7 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

- 21.8 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

- 21.9 Where employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.
- 21.10 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.
- 21.11 Whilst employees are able to access personal leave in accordance with clause 21.24 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.
- 21.12 Personal leave will not be debited for public holidays that the employee would have observed.
- 21.13 Personal leave may be taken on an hourly basis.
- 21.14 War caused illnesses
- (a) An officer who produces a certificate from the Department of Veterans' Affairs stating that the officer suffers from war caused illness may be granted special personal leave credits of 112 hours 30 minutes (15 standard hour days) per annum on full pay in respect of that war caused illness. These credits shall accumulate up to a maximum credit of 337 hours and 30

minutes (45 standard hour days), and shall be recorded separately to the officer's normal personal leave credit.

- (b) Every application for personal leave for war caused illness shall be supported by a certificate from a registered medical practitioner as to the nature of the illness.

Variation of Ordinary Working Hours

- 21.15 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.
- 21.16 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.
- 21.17 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

- 21.18 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.
- 21.19 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.
- 21.20 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

- 21.21 An employee is unable to access personal leave while on any period of leave without pay; Maternity Leave, Adoption Leave or Other Parent Leave; or annual or long service leave, except as provided for in clauses 21.34 (recrediting annual leave) and 21.35 (recrediting long service leave).
- 21.22 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.
- 21.23 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

- 21.24 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to clause 21.8 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.
- 21.25 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 21.24 or partner leave as provided for by clause 26 – 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.
- 21.26 Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- 21.27 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.
- 21.28 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

- 21.29 An application for personal leave exceeding two consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- 21.30 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.

- 21.31 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.
- 21.32 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.
- 21.33 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

- 21.34 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

- 21.35 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

- 21.36 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.
- 21.37 Personal leave without pay not exceeding a period of three months in a continuous absence does not affect salary increment dates, anniversary date of personal 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.
- 21.38 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 21.24 (b), (c) and (d) or 21.25. However, other forms of leave including unpaid carer's leave and leave without pay may be available.

Other Conditions

- 21.39 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.
- 21.40 Unused personal leave will not be cashed out or paid out when an employee ceases their employment.

Worker's Compensation

- 21.41 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 personal leave without pay.

Portability

- 21.42 Clause 21.44 shall apply to employees who are employed under the *Public Service Award 1992*.
- (a) The employer shall credit an employee additional personal leave credits up to those held at the date that employee ceased previous employment provided:
- (i) immediately prior to commencing employment in the Public Service of Western Australia, the employee was employed in the service of:
- the Commonwealth Government of Australia, or
 - any other State of Australia, or
 - in a State body or statutory authority prescribed by Administrative Instruction 611; and
- (ii) the employee's employment with the public service of Western Australia commenced no later than one week after ceasing previous employment, and
- (iii) 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*.
- (b) The maximum break in employment permitted by paragraph 21.42 (a) (ii) 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.

21.43 Clause 21.45 shall apply to employees who are employed under the *Government Officers Salaries, Allowances and Conditions Award 1989*.

- (a) The employer shall credit an employee additional personal leave credits up to those held at the date that employee ceased previous employment provided:
- i) immediately prior to commencing employment in the public authority, the employee was employed in the service of:
 - the Public Service of Western Australia, or
 - any other State body of Western Australia, and
 - (ii) the employee's employment with the public authority of Western Australia commenced no later than one week after ceasing previous employment, and
 - (iii) 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*.
- (b) The maximum break in employment permitted by paragraph 21.43 (a) (ii) of this clause, may be varied by the approval of the employer provided that where employment with the public authority 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

- 21.44 Subject to the evidence requirements set out in clauses 21.29 to 21.33, 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.
- 21.45 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.
- 21.46 The provisions of clauses 21.44 and 21.45 are not available to employees whilst on leave without pay or personal leave without pay.
- 21.47 The provisions of clauses 21.44 and 21.45 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.

22. PURCHASED LEAVE – 42/52 ARRANGEMENT

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

22.2 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.

22.3 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.

22.4 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.

22.5 Notwithstanding clause 22.4 (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.

22.6 The provisions of clause 22.4 (b) do not apply to an employee who purchases less than nine weeks leave.

22.7 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

- 22.8 (a) 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 in the last pay period in February to take account of the fact that time worked during the previous year was not included in their salary.
- (b) Untaken purchased leave will be paid out at the rate at which it was purchased.
- 22.9 (a) Where an employee who is in receipt of an allowance provided for in clause 19 – Higher Duties Allowance of the applicable Award or clause 36 – Higher Duties Allowance of this 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.
- 22.10 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 in the last pay in February to take account of any variations to the employee’s ordinary working hours during the previous year.

23. MATERNITY LEAVE

- 23.1 This clause replaces the Parental Leave provisions contained in clause 28 – Parental Leave of the applicable Award.
- 23.2 **Eligibility**
- (a) (i) A pregnant permanent, fixed term contract or eligible casual employee is entitled to unpaid Maternity Leave on the birth of a child.
- (ii) The period of leave for a fixed term contract employee shall not extend beyond the term of that contract.
- (iii) An employee is eligible, without concluding their Maternity Leave and resuming duty, for subsequent periods of Maternity Leave, including Paid Maternity Leave, in accordance with the provisions of this clause.
- (b) A pregnant permanent or fixed term employee must have completed twelve months continuous service in the Western Australian public sector as defined under the *Public Sector Management Act 1994* immediately preceding the Maternity Leave in order to receive the forms of paid leave as provided for by this clause.
- (c) An employee on a period of leave without pay unrelated to Maternity Leave, Adoption Leave or Other Parent Leave must resume duties prior to being entitled to Paid Maternity Leave in accordance with the eligibility requirements.
- 23.3 (a) A pregnant eligible casual employee is entitled to unpaid Maternity Leave only.
- (b) For the purposes of this clause an “eligible casual employee” means a casual employee employed by the employer:

- (i) on a regular and systematic basis for several periods of employment with a break of no more than three months between each period of employment and where the combined length of the periods of employment are at least twelve months and the breaks of employment were the result of the employer's initiative; or
 - (ii) on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve months; and, but for the birth or adoption of a child, the employee has a reasonable expectation of continuing engagement on a regular and systematic basis.
- (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 clauses 23.2 and 23.3 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.

23.4 **Notice Requirements**

- (a) An eligible employee shall give at least eight weeks written notice of:
 - (i) their intention to proceed on paid or unpaid Maternity Leave;
 - (ii) the date the employee proposes to commence paid or unpaid Maternity Leave; and
 - (iii) the period of leave to be taken.
- (b) An employee who has given their employer notice of their intention to take Maternity Leave shall provide the employer with a medical certificate from a registered medical practitioner naming the employee, confirming the pregnancy and the estimated date of birth.
- (c) An employee is not in breach of clause 23.4 (a) by failing to give the required period of notice if such failure is due to the birth of the child taking place prior to the date the employee had intended to proceed on Maternity Leave.
- (d) An employee proceeding on Maternity Leave may elect to take a shorter period of Maternity Leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks written notice is provided.

23.5 **General Entitlement To Maternity Leave**

- (a) Subject to the requirements of this clause an eligible employee is entitled to 52 weeks unpaid Maternity Leave.
- (b) (i) Subject to the requirements of this clause an eligible employee is entitled to 14 weeks Paid Maternity Leave that will form part of the 52 week unpaid entitlement;

- (ii) The 14 week period of Paid Maternity Leave is inclusive of any public holidays or repealed public service days in lieu falling within that time;
- (iii) The period of Paid Maternity Leave can be extended by the employee taking double the leave on a half-pay basis and its effect is in accordance with clause 23.15.
- (c) An employee must take Maternity Leave in one continuous period with the exception of Special Temporary Employment or Special Casual Employment pursuant to clause 23.13.
- (d) Except for leave provided under clause 26 - Partner Leave, only one parent can proceed on Maternity, Adoption or Other Parent Leave at any one time.
- (e) Where less than the 52 weeks Maternity Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (f)
 - (i) Notwithstanding clause 23.5 (c) above, Paid Maternity Leave may be taken in more than one period by an employee who meets the requirements of clause 23.6 (d).
 - (ii) Unpaid Maternity Leave may be taken in more than one continuous period where the employee undertakes special temporary employment or special casual employment in accordance with clause 23.13 - Employment During Unpaid Maternity Leave. In these circumstances, the provisions of clause 23.13 - Employment During Unpaid Maternity Leave, shall apply.
- (g)
 - (i) Where both employees are employed in the WA Public Sector an entitlement to paid or unpaid Maternity Leave, Adoption Leave or Other Parent Leave or parental leave provided for by another industrial agreement can be shared; and
 - (ii) the entitlement provided to the employees shall not exceed the paid Maternity, Adoption or Other Parent Leave quantum for one employee or its half pay equivalent; and
 - (iii) the employees may only proceed on paid and/or unpaid Maternity, Adoption or Other Parent Leave at the same time in exceptional circumstances with the approval of the employer or as provided for under clause 23.6 (d). This does not prevent an employee from taking paid or unpaid Partner Leave as prescribed by clause 26 of this General Agreement.

23.6 Payment for Paid Maternity Leave

- (a)
 - (i) Subject to clause 23.6 (c) a full time employee proceeding on Paid Maternity Leave is to be paid according to their ordinary working hours at the time of commencement of Maternity Leave. Shift and weekend penalty payments are not payable during Paid Maternity Leave.
 - (ii) Subject to clause 23.6 (c) payment for a part time employee 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 Maternity Leave, exclusive of shift and weekend penalties, whichever is greater.
- (b) An employee may elect to receive pay in advance for the period of Paid Maternity Leave at the time the Maternity Leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the Paid Maternity Leave.

- (c) An employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing Paid Maternity Leave, is to continue to receive the higher duties allowance for the first four weeks of Paid Maternity Leave.
- (d) An employee is entitled to remain on Paid Maternity Leave if the pregnancy results in other than a live child; or the employee is incapacitated following the birth of the child; or the child dies or is hospitalised such that the employee or the employee's partner is not providing principal care to the child.
- (e) Where an employee is on a period of half pay Maternity Leave and their employment is terminated through no fault of the employee, the employee shall be paid out any period of unused Paid Maternity Leave equivalent to the period of leave the employee would have accessed had they been on full pay Maternity Leave when their termination occurred.
- (f) An employee eligible for a subsequent period of Paid Maternity Leave as provided for under clause 23.2 (a) (iii) shall be paid the Maternity Leave as follows:
 - (i) According to the employee's status, classification and ordinary working hours at the time of commencing the original period of Paid Maternity Leave; and
 - (ii) Not affected by any period of Special Temporary Employment or Special Casual Employment undertaken in accordance with clause 23.13.

23.7 Commencement of Maternity Leave

- (a) The period of leave can commence up to six weeks prior to the expected date of birth of the child.
- (b)
 - (i) If the employer has reason to believe that the continued performance of duties by a pregnant employee renders danger to herself, 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.
 - (ii) The employer shall pay the fee for any such examination.
 - (iii) Where an employee is deemed to be unfit to work in her present position, the provisions of clause 23.8 - Modification of Duties and Transfer to a Safe Job, may apply.
- (c)
 - (i) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than twenty weeks before the expected date of the birth, the entitlement to Paid Maternity Leave remains intact and subject to the eligibility requirements of this clause.
 - (ii) Such paid Maternity Leave cannot be taken concurrently with any paid personal leave taken in this circumstance.
- (d) The period of Paid Maternity Leave must be concluded within twelve months of the birth of the child.

- (e) (i) The employer may, in exceptional circumstances, allow an employee to take Paid Maternity Leave that will result in the employee being on Paid Maternity Leave more than twelve months after the birth of the child.
- (ii) An employer may require evidence that would satisfy a reasonable person that the circumstances warrant allowing the employee to take their period of Paid Maternity Leave such that it would result in the employee being on Paid Maternity Leave more than twelve months after the birth of the child.

23.8 Modification of Duties and Transfer to a Safe Job

- (a) (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 clause 23.8 (a) (i) shall be in writing.
- (iii) Such employment shall be in accordance with clause 9 – Part Time Employment of the applicable Award and clause 14 – Part Time Employment of this General Agreement.
- (b) 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:
 - (i) vary part time work arrangements made under clause 23.8 (a); or
 - (ii) revert to full time employment during the employee's pregnancy.
- (c) An employee reverting to full time employment in accordance with clause 23.8 (b) (ii) 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.
- (d) 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.
- (e) 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;

- (i) 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.
 - (ii) An entitlement to be absent from the workplace on full pay as at clause 23.8 (e) (i) applies to an eligible casual employee.
 - (iii) An employee who is absent from work pursuant to this subclause shall be paid the amount she would reasonably have expected to be paid if she had worked during that period.
- (f) An entitlement to be absent from the workplace on full pay is in addition to any leave entitlement the employee has.
- (g) 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.

23.9 Interaction with Other Leave Entitlements

- (a) An employee proceeding on unpaid Maternity Leave may elect to substitute any part of that leave with accrued annual and/or accrued long service leave.
- (b) Where annual and/or long service leave is substituted that leave shall form part of the 52 weeks Maternity Leave entitlement.
- (c) An employee proceeding on unpaid Maternity Leave may elect to substitute all or part of that leave with accrued time off in lieu of overtime, flexi leave and/or banked hours to which the employee is entitled subject to the provisions of clause 22 – Overtime Allowance of the applicable Award and clause 17 – Hours of this General Agreement, where applicable.
- (d) Personal leave is not payable on a period of paid or unpaid Maternity Leave.

23.10 Extended Unpaid Maternity Leave

- (a) Subject to all other available leave entitlements being exhausted, an employee shall be entitled to apply for leave without pay following Maternity Leave ("extended unpaid Maternity Leave") to extend their leave by up to two years.
- (b) Where both parents work for the WA Public Sector the total combined period of extended unpaid Maternity, Adoption and extended Other Parent Leave shall not exceed two years.
- (c) The employer is to agree to a request for extended unpaid Maternity Leave unless:
 - (i) the employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or

- (ii) agreeing to the request would have an adverse impact on the conduct of operations or business of the employer and those grounds would satisfy a reasonable person.
- (d) The employer is to give the employee written notice of the employer's decision on a request for extended unpaid Maternity Leave under clause 23.10 (a). If the request is refused, the notice is to set out the reasons for the refusal.
- (e) An employee who believes their request for extended unpaid Maternity Leave under clause 23.10 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.

23.11 **Communication During Maternity Leave**

- (a) If the employer makes a decision that will have a significant effect on the status, responsibility level, pay or location of an employee's position whilst on Maternity Leave, the employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.
- (b) An employee shall also notify the employer of changes of address or other contact details that might affect the employer's capacity to comply with clause 23.11 (a).

23.12 **Replacement Employee**

- (a) Should a replacement employee be engaged, the replacement employee is to be informed prior to engagement of the fixed-term nature of the employment and of the rights of the employee, who is being replaced, including that the engagement may be subject to variation according to clause 23.4 (d) and ability to extend unpaid Maternity Leave as provided for under clause 23.10.

23.13 **Employment During Unpaid Maternity Leave**

- (a) **Special Temporary Employment**
 - (i) For the purposes of this subclause, "temporary" means employment of an intermittent nature; for a limited, specified period; and undertaken during unpaid Maternity Leave or extended unpaid Maternity Leave.
 - (ii) Notwithstanding any other provision of the Maternity 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;
 - 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 applicable Award and this General Agreement.

- (b) Special Casual Employment
- (i) Only employees covered by the *Government Officers Salaries Allowances and Conditions Award 1989* can be engaged on special casual employment during unpaid or extended unpaid Maternity Leave.
 - (ii) For the purposes of clause 23.13, “casual” means employment on an hourly basis for a period not exceeding four weeks in any period of engagement for which a casual loading is paid. It excludes employment undertaken in accordance with clause 23.13 (a) – Special Temporary Employment.
 - (iii) An employee can be engaged on special casual employment provided that:
 - both parties agree in writing to the special casual employment;
 - employees are employed at the level commensurate to the level of the available position under this General Agreement;
 - in the case of a fixed term contract employee, the period of the casual employment is within the period of the current fixed term contract;
 - any such period of service shall not break the employee’s continuity of service nor change the employee’s employment status in regard to their substantive employment; and
 - any period of special casual employment shall not count as qualifying service other than with respect to entitlements a casual employee would ordinarily be entitled to for any other purpose under any relevant award, agreement or industrial instrument.
- (c) The provisions of this clause only apply to employment during unpaid Maternity Leave, and extended unpaid Maternity Leave taken in conjunction with Maternity Leave as provided for in clause 23.10 – Extended Unpaid Maternity Leave.
- (d) An employer cannot engage an employee in special temporary employment or special casual employment whilst the employee is on a period of Paid Maternity Leave, annual leave, or long service leave taken concurrently with a period of unpaid Maternity Leave.
- (e) Effect of special temporary employment and special casual employment on unpaid Maternity Leave
- (i) Subject to clause 23.13 (e) (ii), a period of special temporary employment or special casual employment shall be deemed to be part of the employee’s period of unpaid Maternity Leave or extended unpaid Maternity Leave as originally agreed to by the parties.
 - (ii) An employee who immediately resumes unpaid Maternity Leave or extended unpaid Maternity Leave following the conclusion of a period of special temporary employment or special casual employment:
 - is entitled, on written notice, to extend their period of unpaid Maternity Leave or extended unpaid Maternity Leave by the period of time in which they were engaged in special temporary employment or special casual 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 Maternity Leave or extended unpaid Maternity Leave.
- (iii) An employee who does not immediately resume their period of unpaid Maternity Leave or extended unpaid Maternity Leave at the conclusion of a period of special temporary employment or special casual employment cannot preserve the unused portion of leave for use at a later date.

23.14 Return to Work on Conclusion of Maternity Leave

- (a) (i) An employee shall confirm their intention in writing to conclude their Maternity Leave not less than four weeks prior to the expiration of Maternity Leave or extended unpaid Maternity Leave.
- (ii) An employee who intends to return to work on a modified basis in accordance with clause 23.14 (d) shall advise their employer of this intention by notice in writing not less than four weeks prior to the expiration of Maternity Leave or extended unpaid Maternity Leave.
- (b) An employee on return to work following the conclusion of Maternity Leave or extended unpaid Maternity 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 Maternity 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 23.8 – Modification of Duties and 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 as determined by the employer at the same classification level in accordance with the part time employment provisions of the applicable Award and this 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 Maternity Leave.
- (e) Right to Revert
- (i) An employee who has returned on a part time or modified basis in accordance with clause 23.14 (d) may subsequently request permission from the employer to resume working on the same basis as the employee worked immediately before starting Maternity Leave or full time work at the same classification level.
- (ii) A request made under clause 23.14 (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 Maternity Leave or full time work at the same classification level.

- (iii) An employer is to agree to a request to revert made under clause 23.14 (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 23.14 (e) (i). If the request is refused, the notice is to set out the reasons for the refusal.
- (v) An employee who believes their request to revert under 23.14 (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.

23.15 Effect of Maternity Leave on the Contract of Employment

- (a)
 - (i) Paid Maternity Leave will count as qualifying service for all purposes under the applicable Award and this General Agreement.
 - (ii) Qualifying service for any purpose under the applicable Award or this General Agreement is to be calculated according to the number of weeks of Paid Maternity Leave that were taken at full pay or would have been had the employee not taken Paid Maternity Leave at half pay. Employees who take Paid Maternity 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)
 - (i) Absence on unpaid Maternity Leave or extended unpaid Maternity Leave shall not break the continuity of service of employees.
 - (ii) Where an employee takes a period of unpaid Maternity Leave or extended unpaid Maternity 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 the applicable Award, agreement or industrial instrument. Periods of unpaid leave of 14 days or less shall, however, count for service.
- (c) An employee on Maternity 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 applicable Award.
- (d) An employer shall not terminate the employment of an employee on the grounds of the employee's application for Maternity Leave or absence on Maternity Leave but otherwise the rights of the employer in respect of termination of employment are not affected.

24. ADOPTION LEAVE

- 24.1 This clause replaces the Parental Leave provisions contained in clause 28 – Parental Leave of the applicable Award.

24.2 Eligibility

- (a) (i) A permanent, fixed term contract or eligible casual employee is entitled to 52 weeks unpaid adoption leave on the placement of a child for adoption as provided for under this clause.
- (ii) The period of leave granted to a fixed term contract employee shall not extend beyond the term of that contract.
- (iii) An employee is eligible, without concluding their adoption leave and resuming duty, for subsequent periods of adoption leave, including paid adoption leave, in accordance with the provisions of this clause.
- (b) A permanent or fixed term contract employee must have completed twelve months continuous service in the Western Australian public sector as defined under the *Public Sector Management Act 1994* immediately preceding the adoption leave in order to receive the forms of paid leave as provided for by this clause.
- (c) An employee on a period of leave without pay unrelated to Maternity Leave, Adoption Leave or Other Parent Leave must resume duties prior to being entitled to paid adoption leave in accordance with the eligibility requirements.
- (d) An eligible casual employee as defined under clause 23.3 is entitled to unpaid Adoption Leave as provided by this clause.

24.3 General entitlement to Adoption Leave

- (a) Subject to the requirements of this clause an eligible employee is entitled to 52 weeks unpaid Adoption Leave.
- (b) (i) Subject to the requirements of this clause an eligible employee is entitled to 14 weeks paid Adoption Leave that will form part of the 52 week unpaid entitlement.
- (ii) The 14 week period of paid Adoption Leave is inclusive of any public holidays or repealed public service days in lieu falling within that time.
- (iii) The period of paid Adoption Leave can be extended by the employee taking double the leave on a half-pay basis and its effect is in accordance with clause 23.15 – Maternity Leave;
- (c) An employee must take Adoption Leave in one continuous period with the exception of Special Temporary Employment or Special Casual Employment pursuant to clause 23.13 – Employment During Unpaid Maternity Leave.
- (d) Except for leave provided under clause 26 – Partner Leave only one parent can proceed on Maternity, Adoption or Other Parent Leave at any one time.
- (e) Where less than the 52 weeks Adoption Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (f) Unpaid Adoption Leave may be taken in more than one continuous period where the employee undertakes special temporary employment or special casual employment in accordance with the provisions at clause 23.13 – Employment During Unpaid Maternity

Leave. In these circumstances, the provisions of clause 23.13 – Employment During Unpaid Maternity Leave, shall apply.

- (g) (i) Where both employees are employed in the WA Public Sector an entitlement to paid or unpaid Maternity Leave, Adoption Leave or Other Parent Leave or Parental Leave provided for by another industrial agreement can be shared; and
- (ii) The entitlement provided to the employees shall not exceed the paid Maternity, Adoption or Other Parent Leave quantum for one employee or its half pay equivalent; and
- (iii) The employees may only proceed on paid and/or unpaid Maternity, Adoption or Other Parent Leave at the same time in exceptional circumstances with the approval of the employer or as provided for under clause 23.6 (d). This does not prevent an employee from taking paid or unpaid Partner Leave as prescribed by clause 26 of this General Agreement

24.4 Payment for Paid Adoption Leave

- (a) (i) Subject to clause 24.4 (c) a full time employee proceeding on paid Adoption Leave is to be paid according to their ordinary working hours at the time of commencement of Adoption Leave. Shift and weekend penalty payments are not payable during paid Adoption Leave.
- (ii) Subject to clause 24.4 (c), payment for a part time employee 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 Adoption Leave, exclusive of shift and weekend penalties, whichever is greater.
- (b) An employee may elect to receive pay in advance for the period of paid Adoption Leave at the time the Adoption Leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid Adoption Leave.
- (c) An employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing paid Adoption Leave, is to continue to receive the higher duties allowance for the first four weeks of paid Adoption Leave.
- (d) Where an employee is on a period of half pay Adoption Leave and their employment is terminated through no fault of the employee, the employee shall be paid out any period of unused paid Adoption Leave equivalent to the period of leave the employee would have accessed had they been on full pay Adoption Leave when their termination occurred.
- (e) An employee eligible for a subsequent period of paid Adoption Leave as provided for under clause 24.2 (a) (iii) shall be paid the Adoption Leave as follows:
 - (i) According to the employee's status, classification and ordinary working hours at the time of commencing the original period of paid Adoption Leave; and
 - (ii) Not affected by any period of special temporary employment or special casual employment undertaken in accordance with clause 23.13.
- (f) Where less than the 52 weeks Adoption Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.

- (g) An eligible casual employee provided for under clause 24.2 (d) is not entitled to paid adoption leave.
- (h) The “day of placement”, in relation to the adoption of a child by an employee, means the earlier of the following days:
 - (i) the day on which the employee first takes custody of the child for the adoption;
 - (ii) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- (i) An employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the employee for adoption:
 - (i) is, or will be, under 16 years old as at the day of placement, or the expected day of placement, of the child; and
 - (ii) has not, or will not have, lived continuously with the employee for a period of six months or more as at the day of placement, or the expected day of placement, of the child; and .
 - (iii) is not (otherwise than because of the adoption) a child or stepchild of the employee or the employee’s partner.
- (j)
 - (i) An employee seeking to adopt a child is entitled to two days unpaid leave to attend interviews or examinations required for the adoption procedure.
 - (ii) An employee working or residing outside of the Perth metropolitan area is entitled to an additional day’s unpaid leave.
 - (iii) The employee may take any paid leave entitlement to which the employee is entitled to in lieu of this leave.
- (k)
 - (i) If an application for adoption leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid adoption leave is terminated.
 - (ii) Employees may take any other paid leave entitlement to which they are entitled in lieu of the terminated adoption leave or return to work.

24.5 Commencement of Adoption Leave

- (a) An eligible employee can commence adoption leave from the day of placement of the child.
- (b) The period of paid adoption leave must conclude within twelve months of the day of placement except under exceptional circumstances as provided under clause 23.7 (e) of the Maternity Leave clause, but as it relates to Adoption Leave.

24.6 Notice and Variation Requirements

- (a) An employee shall give no less than eight weeks written notice to the employer of:
 - (i) the date the employee proposes to commence paid or unpaid adoption leave; and
 - (ii) the period of leave to be taken.
- (b) An employee is not in breach of clause 24.6 (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 adoption leave may elect to take a shorter period of adoption leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks written notice is provided.

24.7 Other Provisions

The following provisions, as provided under clause 23 – Maternity Leave have application to Adoption Leave:

- (a) Clause 23.9 – Interaction with Other Leave Entitlements;
- (b) Clause 23.10 – Extended Unpaid Maternity Leave;
- (c) Clause 23.11 – Communication During Maternity Leave;
- (d) Clause 23.12 – Replacement Employee;
- (e) Clause 23.13 – Employment During Unpaid Maternity Leave;
- (f) Clause 23.14 – Return to Work on Conclusion of Maternity Leave; and
- (g) Clause 23.15 – Effect of Maternity Leave on the Contract of Employment.

25. OTHER PARENT LEAVE

- 25.1 (a) This clause replaces the Parental Leave provisions, contained in clause 28 – Parental Leave of the applicable Award.
- (b) For the purposes of this clause:
 - (i) The “other parent” may or may not be the biological parent, and does not necessarily have to be the partner of the birth parent and is the primary care giver of the child.
 - (ii) The “primary care giver” means the employee will assume the principal role for the care and attention of a child aged under twelve months or a newly adopted child.
 - (iii) Only one person can be the primary care giver of the child at any one time.

25.2 Eligibility

- (a) (i) Where an eligible employee, other than an employee entitled to Paid Maternity Leave under clause 23.3 or Adoption Leave under clause 24.2, is the other parent and primary care giver of a child under the age of twelve months or newly adopted child the provisions of this clause will apply.
- (ii) An employer may require an employee to provide confirmation of their primary carer status with evidence that would satisfy a reasonable person.
- (b) An eligible casual employee, as defined under clause 23.3 of the Maternity Leave clause, is entitled to unpaid Other Parent Leave as provided by this clause.
- (c) (i) A permanent, fixed term contract or eligible casual employee is entitled to 52 weeks unpaid Other Parent Leave in accordance with this clause.
- (ii) An eligible permanent or fixed term contract employee is entitled to 14 weeks paid Other Parent Leave in accordance with this clause.
- (iii) An employee employed on a fixed term contract shall have the same entitlement to Other Parent Leave; however, the period of leave granted shall not extend beyond the term of that contract.
- (iv) An employee is eligible, without concluding their Other Parent Leave and resuming duty, for subsequent periods of Other Parent Leave, including paid Other Parent Leave, in accordance with the provisions of this clause.
- (d) A permanent or fixed term contract employee must have completed twelve months continuous service in the Western Australian public sector as defined under the *Public Sector Management Act 1994* immediately preceding the Other Parent Leave in order to receive the forms of paid leave as provided for by this clause.
- (e) An employee on a period of leave without pay unrelated to Maternity Leave, Adoption Leave or Other Parent Leave must resume duties prior to being entitled to paid Other Parent Leave in accordance with the eligibility requirements.

25.3 General Entitlement to Other Parent Leave

- (a) Subject to the requirements of this clause an eligible employee is entitled to 52 weeks unpaid Other Parent Leave.
- (b) (i) Subject to the requirements of this clause an eligible employee is entitled to 14 weeks paid Other Parent Leave that will form part of the 52 week unpaid entitlement.
- (ii) The 14 week period of paid Other Parent Leave is inclusive of any public holidays or repealed public service days in lieu falling within that time.
- (iii) The period of paid Other Parent Leave can be extended by the employee taking double the leave on a half-pay basis and in its effect is in accordance with clause 23.15 – Effect of Maternity Leave on the Contract of Employment.

- (c) An employee must take Other Parent Leave in one continuous period with the exception of Special Temporary Employment or Special Casual Employment pursuant to clause 23.13 – Employment During Unpaid Maternity Leave.
- (d) Except for leave provided under clause 26 – Partner Leave only one parent can proceed on Maternity, Adoption or Other Parent Leave at any one time.
- (e) Where less than the 52 weeks Other Parent Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (f) Unpaid Other Parent Leave may be taken in more than one continuous period where the employee undertakes special temporary employment or special casual employment in accordance with the provisions at clause 23.13 – Employment During Unpaid Maternity Leave. In these circumstances, the provisions of clause 23.13 – Employment During Unpaid Maternity Leave, shall apply.
- (g)
 - (i) Where both employees are employed in the WA Public Sector an entitlement to paid or unpaid Maternity Leave, Adoption Leave or Other Parent Leave or Parental Leave provided for by another industrial agreement can be shared; and
 - (ii) The entitlement provided to the employees shall not exceed the paid Maternity, Adoption or Other Parent Leave quantum for one employee or its half pay equivalent; and
 - (iii) The employees may only proceed on paid and/or unpaid Maternity, Adoption or Other Parent Leave at the same time in exceptional circumstances with the approval of the employer or as provided for under clause 25.3 (i). This does not prevent an employee from taking paid or unpaid Partner Leave as prescribed by clause 26 of this General Agreement
- (h) An eligible casual employee provided for under clause 25.2 (b) is entitled to unpaid Other Parent Leave only.
- (i) If both parents work in the public sector and the mother is able to remain on paid Maternity Leave despite her incapacity to be her child's principal care giver, the employees may choose which parent will access the paid leave.
 - (i) If the mother chooses to remain on Paid Maternity Leave, the other parent may access unpaid Other Parent Leave for the period they are their child's principal care giver.
 - (ii) If the other parent chooses to be the primary care giver of the child and accesses paid Other Parent Leave the mother may access unpaid Maternity Leave.
 - (iii) Where the other parent accesses paid leave in accordance with this subclause, the mother is entitled to resume Paid Maternity Leave if/when she becomes her child's principal care giver, subject to the provisions of clause 25.3 (i).

25.4 Payment for Paid Other Parent Leave

- (a) (i) Subject to clause 25.4 (c) a full time employee proceeding on paid Other Parent Leave is to be paid according to their ordinary working hours at the time of commencement of Other Parent Leave. Shift and weekend penalty payments are not payable during paid Other Parent Leave.
- (ii) Subject to clause 25.4 (c), payment for a part time employee 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 Other Parent Leave, exclusive of shift and weekend penalties, whichever is greater.
- (b) An employee may elect to receive pay in advance for the period of paid Other Parent Leave at the time the Other Parent Leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid Other Parent Leave.
- (c) An employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing paid Other Parent Leave, is to continue to receive the higher duties allowance for the first four weeks of paid Other Parent Leave.
- (d) An employee is entitled to remain on paid Other Parent Leave if the pregnancy results in other than a live child; or the mother is incapacitated following the birth of the child; or the child dies or is hospitalised such that the employee or the employee's partner is not providing principal care to the child.
- (e) Where an employee is on a period of half pay Other Parent Leave and their employment is terminated through no fault of the employee, the employee shall be paid out any period of unused paid Other Parent Leave equivalent to the period of leave the employee would have accessed had they been on full pay Other Parent Leave when their termination occurred.
- (f) An employee eligible for a subsequent period of paid Other Parent Leave as provided for under clause 25.2 (c) (iv) shall be paid the Other Parent Leave as follows:
 - (i) According to the employee's status, classification and ordinary working hours at the time of commencing the original period of paid Other Parent Leave; and
 - (ii) Not affected by any period of special temporary employment or special casual employment undertaken in accordance with clause 23.13 – Employment During Unpaid Maternity Leave.
- (g) Where less than the 52 weeks Other Parent Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (h) An eligible casual employee provided for under clause 25.2 (b) is not entitled to paid Other Parent Leave.

25.5 Commencement of Other Parent Leave

- (a) An eligible employee identified as the primary care giver of the child can commence Other Parent Leave from the child's birth date or placement, or a later date nominated by the employee.

- (b) The period of paid Other Parent Leave must conclude within twelve months of the birth or placement of the child except under exceptional circumstances as per clause 23.7 (e) of the Maternity Leave clause, but as it relates to Other Parent Leave.

25.6 Notice and Variation Requirements

- (a) An employee shall give no less than eight weeks written notice to the employer of:
 - (i) the date the employee proposes to commence paid or unpaid Other Parent Leave; and
 - (ii) the period of leave to be taken.
- (b)
 - (i) An employee is not in breach of clause 25.6 (a) by failing to give the required period of notice if such failure is due to the requirement of the employee to take on the role of primary care giver due to the birth parent or other adoptive parent being incapacitated to take on the principal caring role.
 - (ii) In such circumstances the employee shall give notice as soon as reasonably possible.
- (c) The granting of leave under this clause is subject to the employee providing the employer with evidence that would satisfy a reasonable person detailing the reasons for and the circumstances under which the leave application is made and the relationship the employee has with the child.
- (d) An employee proceeding on Other Parent Leave may elect to take a shorter period of Other Parent Leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks written notice is provided.

25.7 Other Provisions

The following provisions, as provided under clause 23 – Maternity Leave have application to Other Parent Leave:

- (a) Clause 23.9 – Interaction with Other Leave Entitlements;
- (b) Clause 23.10 – Extended Unpaid Maternity Leave;
- (c) Clause 23.11 – Communication During Maternity Leave;
- (d) Clause 23.12 – Replacement Employee;
- (e) Clause 23.13 – Employment During Unpaid Maternity Leave;
- (f) Clause 23.14 – Return to Work on Conclusion of Maternity Leave; and
- (g) Clause 23.15 – Effect of Maternity Leave on the Contract of Employment.

26. PARTNER LEAVE

- 26.1 An employee who is not taking Maternity Leave, Adoption Leave or Other Parent 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 child or the stepchild of the employee and/or the employee's partner; is under the age of 16; and has not lived continuously with the employee for six months or longer.
- 26.2 The entitlement to one week's partner leave shall be taken as paid personal leave, subject to clause 26.8. 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.
- 26.3 Partner leave must be taken immediately following the birth or, in the case of adoption, the placement of the child.
- 26.4 (a) Subject to clause 26.4 (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 Maternity Leave as provided by clause 23 – Maternity Leave, paid Adoption Leave as provided by clause 24 – Adoption Leave and paid Other Parent Leave as provided by clause 25 – Other Parent Leave of this General Agreement.
- (b) Where applicable, unpaid partner leave taken by an employee shall be counted as part of the employee's unpaid Maternity Leave, Adoption Leave or Other Parent Leave entitlement.
- 26.5 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.
- 26.6 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 applicable Award, and clause 17 – Hours of this General Agreement, where applicable.

Personal Leave

- 26.7 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.
- 26.8 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 21 – Personal Leave of this General Agreement.

Right to Request Additional Unpaid Partner Leave

- 26.9 An employee is entitled to request an extension to the period of unpaid partner leave up to a maximum of eight weeks.
- 26.10 The employer is to agree to an employee's request to extend their unpaid partner leave made under clause 26.9 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.
- 26.11 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.
- 26.12 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.
- 26.13 Where an employer agrees to an employee's request to extend their period of unpaid partner leave under clause 26.9, 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.
- 26.14 An employee on unpaid partner leave is not entitled to paid personal leave.
- 26.15 The total period of partner leave provided by this clause shall not exceed eight weeks.

Notice

- 26.16 (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

- 26.17 The provisions of clause 23.15 of the Maternity Leave clause of this General Agreement concerning the effect of Maternity Leave on the contract of employment shall apply to employees accessing partner leave, with such amendment as necessary.

Eligible Casual Employees

- 26.18 An eligible casual employee, as defined in clause 23.3 of the Maternity Leave clause of this General Agreement, is only entitled to unpaid partner leave.

27. UNPAID GRANDPARENTAL LEAVE

- 27.1 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.

- 27.2 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 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

- 27.3 (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

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

- 27.5 (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 27.5 (a) may be waived by the employer in exceptional circumstances.

- 27.6 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

- 27.7 The following provisions contained in clause 23 – Maternity Leave of this General Agreement shall be read in conjunction with this clause, with such amendment as is necessary.
- (a) Clause 23 (11) (a) – Communication During Maternity Leave.
 - (b) Clause 23.12 – Replacement Employee.
 - (c) Clauses 23.14 (a) (ii) and 23.14 (b) – Return to Work on Conclusion of Maternity Leave.
 - (d) Clause 23.15 – Effect of Maternity Leave on the Contract of Employment.
- 27.8 The entitlement to grandparental leave is as prescribed in this clause. Other than as specified in clause 27.7, an employee has no entitlement to the provisions contained in clause 23 – Maternity Leave of this General Agreement with respect to the birth or adoptive placement of their grandchild.

28. EARLY ACCESS TO PRO RATA LONG SERVICE LEAVE

- 28.1 This clause is to be read in conjunction with clause 25 – Long Service Leave of the applicable Award.
- 28.2 For the purposes of this clause, “employee” includes full time, part time, permanent and fixed term contract employees.
- 28.3 Subject to clause 28.5, 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.
- 28.4 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.
- 28.5 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.
- 28.6 Under this clause, long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.

- 28.7 Employees may, by agreement with their employer, clear long service leave in minimum periods of one day.
- 28.8 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 the following clauses of the applicable Award:
 - (a) clause 25 (5) of the *Public Service Award 1992*; or
 - (b) clause 25 (4) of the *Government Officers Salaries, Allowances and Conditions Award 1989*.

29. PRO RATA ADDITIONAL ANNUAL LEAVE FOR SHIFT WORKERS

- 29.1 The provisions of this clause replace the provisions of clause 21 (2) (e) – Shift Work Allowance of the applicable Award, and shall be read in conjunction with all other provisions of clause 21 – Shift Work Allowance.
- 29.2 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.
- 29.3 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.
- 29.4 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

- 29.5 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.
- 29.6 The additional leave provided by this clause may be carried from one twelve month period of continuous service to another twelve month period.
- 29.7 The twelve month period of continuous service shall not include any period of leave without pay exceeding 14 continuous calendar days.
- 29.8 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.

- 29.9 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.

30. PRO RATA ADDITIONAL ANNUAL LEAVE FOR NORTH WEST EMPLOYEES

- 30.1 The provisions of this clause replace the provisions of:

- (a) clause 23 (6) – Additional Leave for the North West of the *Public Service Award 1992*; and
- (b) clause 23 (7) of the *Government Officers Salaries, Allowances and Conditions Award 1989*; and

shall be read in conjunction with all other provisions of clause 23 – Annual Leave of the applicable Award.

- 30.2 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.

- 30.3 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.

- 30.4 An employee may proceed on leave by accessing the pro rata entitlement provided in clause 30.3.

- 30.5 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.

- 30.6 The additional leave provided by this clause may be carried from one twelve month period of continuous service to another twelve month period.

- 30.7 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.

- 30.8 The provisions of this clause do not apply to an employee who is in receipt of additional leave as provided by the following clauses of the applicable Award:

- (a) clause 55 – Weekend Absence from Residence of the *Public Service Award 1992*; or
- (b) clause 56 – Weekend Absence from Residence of the *Government Officers Salaries, Allowances and Conditions Award 1989*.

31. ANNUAL LEAVE LOADING

31.1 This clause replaces the following clauses of the applicable Award:

- (a) clause 23 (11) – Leave Loading of the *Public Service Award 1992*; or
- (b) clause 23 (14) of the *Government Officers Salaries, Allowances and Conditions Award 1989*

for employees not engaged on shift, or commuted arrangements that incorporate leave loading.

31.2 A loading of 17.5% calculated on the ordinary rate of salary for a maximum of 4 weeks annual leave shall be paid to employees on the first pay period in December in the calendar year in which the leave accrues.

31.3 The leave loading to be paid to employees who are in the service of the employer prior to or engaged after 1 January in each year shall be the leave loading anticipated to be due on 31 December of that year.

31.4 The maximum payment for the loading provided for in clause 31.2 shall not exceed the amount set out in the Average Weekly Total Earnings of all Males in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter of the year immediately preceding the date the leave became due.

31.5 Part time employees shall be paid a proportion of the annual leave loading at the salary rate applicable, provided that the maximum loading payable shall be calculated in accordance with the following:

Average hours of work per fortnight in the calendar year in which the leave accrues	x	Maximum loading in accordance with clause 31.4
75		1

31.6 (a) The loading is calculated on the rate of the normal fortnightly salary, including any allowances which are paid as a regular fortnightly or annual amount.

(b) Any allowance paid to an employee for undertaking higher duties is only included if the allowance is payable during any period of leave taken during the calendar year as provided for under clause 36 - Higher Duties Allowance of this General Agreement.

31.7 An employee must refund any leave loading paid in December if the employee resigns, or ceases employment, or where an employee is dismissed prior to 31 December of that year. This provision does not apply in the event of death of an employee or if the employee retires.

31.8 Where payment in lieu of accrued or pro rata annual leave is made on the death or retirement of an employee, a loading calculated in accordance with the terms of this clause is to be paid on accrued and pro rata annual leave.

31.9 When an employee resigns, or ceases employment, or where an employee is dismissed, an annual leave loading shall be paid as follows:

- (a) Accrued entitlements to annual leave – a loading calculated in accordance with the terms of this clause for accrued leave is to be paid.
- (b) Pro rata annual leave – no loading is to be paid.

31.10 The loading does not apply to Cadets on full time study.

Transitional Arrangements

31.11 Transitional arrangements for leave loading on annual leave accrued in 2011 and taken prior to the registration of this General Agreement:

- (a) The following provisions apply to employees who have taken the full entitlement to annual leave for the 2011 calendar year prior to the registration date of this General Agreement:
 - (i) Clause 31.2 will not apply to employees who have taken the full entitlement to annual leave for the 2011 calendar year.
 - (ii) An employee who is dismissed, resigns, or ceases employment other than on the retirement or death of the employee, before the completion of the 2011 calendar year, must refund the value of the leave loading paid.
- (b) If an employee is on annual leave as at the date of registration of this General Agreement, they will continue to be paid annual leave loading for the duration of that continuous annual leave period.
- (c) Where an employee has taken less than their full entitlement to annual leave in the 2011 calendar year, any leave loading that was paid on annual leave taken prior to registration of this General Agreement is offset from any payment made on the first pay period in December 2011.

31.12 Transitional Arrangements for Leave Loading on Annual Leave accrued prior to 1 January 2011:

- (a) When an employee proceeds on accrued annual leave, the oldest leave accrued will be taken first.
- (b) When an employee proceeds on accrued annual leave, they will continue to be paid the 17.5% annual leave loading upon proceeding on that leave.
- (c) The loading payable on accrued annual leave shall be at the rate applicable at the date the leave is commenced.
- (d) The maximum payment for the loading provided for in clause 31.12(b) shall not exceed the amount set out in the Average Weekly Total Earnings of all Males in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter of the year immediately preceding the date the leave commences.
- (e) The maximum payment is in addition to the loading paid in accordance with clause 31.2.
- (f) Where an employee resigns, or ceases employment, or where an employee is dismissed, annual leave loading shall be paid for accrued annual leave, calculated in accordance with the provisions of clause 31 – Annual Leave Loading of this General Agreement.

32. EMPLOYEE INITIATED CASH OUT OF ACCRUED ANNUAL LEAVE

- 32.1 The parties agree on the importance of employees taking annual leave for the purposes of rest and recreation.
- 32.2 This clause, however, recognises that notwithstanding the importance of leave referred to in clause 32.1 some employees may have excess and overdue annual leave. This clause at the initiative of the employee provides for employees to receive payment in lieu of some of their unutilised accrued annual leave.
- 32.3 (a) Subject to clause 32.4, the employer and employee may agree that the employee forego part of the employee's entitlement to accrued annual leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made.
- (b) The payment includes applicable annual leave loading in accordance with clause 31 – Annual Leave Loading of this General Agreement and the following clauses of the applicable Award:
- (i) clause 23 (11) – Leave Loading of the *Public Service Award 1992*; or
- (ii) clause 23 (14) of the *Government Officers Salaries, Allowances and Conditions Award 1989*.
- 32.4 The following criteria shall apply to the cashing out of accrued annual leave:
- (a) the employee initiates a written request, to their employer, to cash out accrued annual leave; and
- (b) the employer agrees in writing to the request by the employee; and
- (c) there is an annual leave entitlement that has accrued in previous years; and
- (d) no more than 50% of the employee's total accrued annual leave entitlement can be cashed out; and
- (e) the remaining entitlements are not less than two weeks accrued annual leave; and
- (f) each instance of cashing out of annual leave must be a separate written agreement between the employer and employee; and
- (g) annual leave accruing in the year the request for cashing out is made cannot be cashed out in that year.
- 32.5 It is the employee's responsibility to seek information on any taxation implications arising from the payout of annual leave.

33. DAYS IN LIEU OF THE REPEALED PUBLIC SERVICE HOLIDAYS

- 33.1 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.
- 33.2 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.
- 33.3 By prior agreement with the employer the day may be taken on the date of the relevant repealed public service holiday.

34. CHRISTMAS/NEW YEAR CLOSEDOWN

Observation of a closedown

- 34.1 An employer may observe a closedown over the Christmas/New Year period for the whole or part of the employer's agency.
- 34.2 The dates/duration of the closedown will be at the discretion of the employer, but will not exceed five working days.

Notification of a closedown

- 34.3 The employer will as soon as possible in each calendar year, but not later than 30 June, advise affected employees of the dates of the closedown and the number of working days involved.

Leave arrangements during the closedown

- 34.4 Employees may access the following forms of paid leave to cover the closedown period:
- (a) flexitime credit and banked hours;
 - (b) rostered days/hours off; or
 - (c) time in lieu of overtime.
- 34.5 In the absence of sufficient banked hours or flexitime credit hours the following types of paid leave will be used to cover the Christmas closedown:
- (a) annual leave; or
 - (b) accrued long service leave.
- 34.6 Employees who do not currently participate in existing flexi-leave arrangements may alternatively accrue banked hours throughout the calendar year, for the purpose of the closedown period, pursuant to clause 17 - Hours of this General Agreement.

- 34.7 The days/hours may only be accrued up to the maximum of the number of hours necessary to cover the period of the closedown.
- 34.8 At the discretion of the employer the following employees may be granted either leave without pay or annual leave in advance to cover the amount of leave required for the closedown:
- (a) employees engaged during the calendar year immediately preceding the closedown who have not accrued sufficient banked hours to cover the period of the close down; or
 - (b) employees who have not accrued sufficient banked hours to cover the period of the close down and have exhausted their paid leave credits.

Managing debit hours/days

- 34.9 Employees, who have gone into debit to cover the period of the closedown and whose employment is terminated prior to accrual of sufficient hours to cover the debit, will be required to refund the balance of hours outstanding on termination.
- 34.10 Notwithstanding the provisions contained in clause 17.11 (d) of this General Agreement, an employee who has accrued hours for the purposes of a closedown and subsequently resigns, transfers to another agency or otherwise has their employment terminated without being afforded the opportunity to clear their credit and banked hours, will be paid for those unused hours that relate only to the closedown.

PART 6: ALLOWANCES

35. PUBLIC SECTOR FIRST AID ALLOWANCE

- 35.1 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 HL.TFA301B – 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.
- 35.2 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.

- 35.3 An eligible part time employee is entitled to this allowance on a pro rata basis.
- 35.4 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.
- 35.4 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.

36. HIGHER DUTIES ALLOWANCE

Higher Duties Allowance and Leave

- 36.1 This clause replaces clauses 19 (6), (7) and (8) – Higher Duties Allowance of the applicable Award.
- 36.2 Where an employee who is in receipt of an allowance granted under clause 19 – Higher Duties Allowance of the applicable 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
 - (b) 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.
- 36.3 Where an employee who is in receipt of an allowance granted under clause 19 – Higher Duties Allowance of the applicable 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.
- 36.4 For the purpose of clause 36.3, "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

- 36.5 This clause shall be read in conjunction with clause 19 -- Higher Duties Allowance of the applicable Award.
- 36.6 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.

- 36.7 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.

37. COMMUTED ALLOWANCES

- 37.1 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.

38. DISTRICT ALLOWANCE

- 38.1 This clause shall apply to employees covered by the District Allowance (Government Officers) General Agreement 2010.
- 38.2 Clauses 38.3 to 38.6 of this General Agreement replace clauses 9.1.4 and 9.1.5 of the District Allowance (Government Officers) General Agreement 2010 respectively.
- 38.3 When an officer is on approved annual leave, the officer shall for the period of such leave, be paid the District Allowance to which the employee would ordinarily be entitled.
- 38.4 When an officer is on approved personal leave or bereavement leave, the officer shall for the period of such leave, be paid the District Allowance to which the employee would ordinarily be entitled to a maximum of two weeks unless the officer, officer's dependant/s or partial dependant/s remain in the District. Where the officer, officer's dependant/s or partial dependant/s remain in the District the District Allowance will continue to be paid.
- 38.5 Notwithstanding clause 38.4, an employer may approve payment of a District Allowance for an employee on approved personal leave in excess of two weeks where the employer considers the payment being justified by the circumstances.
- 38.6 Except as otherwise provided in this clause, when an officer is on long service leave or other approved leave with pay the officer shall only be paid District Allowance for the period of such leave if the officer, dependant/s or partial dependant/s remain in the district in which the officer's headquarters are situated.
- 38.7 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, for a replacement for the District Allowance (Government Officers) General Agreement 2010 will be payable as per that replacement District Allowance General Agreement.

PART 7: REGIONAL PROVISIONS

39. REMOTE AND ISOLATED LOCATIONS

- 39.1 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, Bidyadanga, Dampier Peninsula, Warmun and Jigalong, Blackstone, Burringurrah, Oombulgurri and Looma.
- 39.2 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 and 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.
- 39.3 An employee, posted to any of the locations listed in clause 39.1 and who is in receipt of an attraction and retention incentive (ARI) pursuant to Approved Procedure 7 – Attraction and Retention Incentives, as a result of that posting, remains entitled to the benefits pursuant to this clause that exceed the entitlements provided for by the ARI.
- 39.4 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 39.2 (c) and 39.2 (d) of this General Agreement on a pro-rata basis.

40. REGIONAL TRAINING AND DEVELOPMENT

- 40.1 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.

40.2 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 following provisions of the applicable Award:
 - (i) clause 50 - Relieving Allowance and clause 55 - Weekend Absence from Residence of the *Public Service Award 1992*; or
 - (ii) clause 49 - Relieving Allowance and clause 56 - Weekend Absence from Residence of the *Government Officers, Salaries, Allowances and Conditions Award 1989*.
- (d) Ensure that registered redeployees located in regional areas are provided career transitional support, including ongoing professional development opportunities.

40.3 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 General Agreement. The findings of these reviews will be provided to the agency's Joint Consultative Committee.

PART 8: WORKFORCE MANAGEMENT

41. WORKING FROM HOME

41.1 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.

41.2 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.

- 41.3 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.
- 41.4 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.

42. WORKLOAD MANAGEMENT

- 42.1 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.
- 42.2 The objective of this principle is to ensure workload allocation is fair, manageable and without risk to health and safety.
- 42.3 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 applicable Award and this General Agreement.
- 42.4 Employees are required to perform, attain or sustain a standard of work that may be reasonably expected of them.

- 42.5 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.
- 42.6 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.
- 42.7 Workload issues may be dealt with as a function of the agency joint consultative committee.
- 42.8 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.

43. PROCEDURE FOR CLASSIFYING AN OFFICE

- 43.1 PSC 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*.
- 43.2 The process is to be overseen by the Peak Consultative Forum established under clause 46 of this General Agreement.

44. UNION FACILITIES

- 44.1 In addition to the provisions contained in clause 36 (5) (e) of the applicable 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

45. JOINT CONSULTATIVE COMMITTEE

- 45.1 The parties recognise the need for effective communication to improve the business/operational performance and working environment in agencies.
- 45.2 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.
- 45.3 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.
- 45.4 Each agency will have a JCC comprising of the employer or their nominee, employer nominated representatives and union nominated representatives.
- 45.5 The JCC will convene within 28 days of a written request being received from either party.
- 45.6 The JCC will determine its own operating procedures.

- 45.7 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.
- 45.8 Matters not resolved through the JCC can be referred to the provisions of clause 48 - Dispute Settlement Procedures.

46. PEAK CONSULTATIVE FORUM

- 46.1 The Peak Consultative Forums established under the Public Service General Agreement 2004 or Government Officers Salaries, Allowances and Conditions General Agreement 2004 shall continue to operate and consist of senior representatives from the union and Directors General or their nominated representatives from Department of Commerce, PSC and as required, other agencies.
- 46.2 The function of the Peak Consultative Forum will be to consult on cross sector matters including the implementation of this General Agreement.
- 46.3 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.

47. CONTRACT FOR SERVICE – LABOUR HIRE

- 47.1 The *Public Sector Management Act 1994* requires employers to comply with Approved Procedures established under the Act.
- 47.2 PSC will conduct a compliance review of Approved Procedure 5 - Approved Contracts for Services Procedures.
- 47.3 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.
- 47.4 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

48. DISPUTE SETTLEMENT PROCEDURES

Employee/Employer Disputes

- 48.1 Any questions, difficulties or disputes arising under this General Agreement of employees bound by the Agreement shall be dealt with in accordance with this clause.
- 48.2 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.
- 48.3 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.
- 48.4 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.
- 48.5 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.
- 48.6 The period for resolving a dispute may be extended by agreement between the parties.
- 48.7 At all stages of the procedure the employee may be accompanied by a union representative.

Parties to General Agreement

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

PART 11: SCHEDULES TO THIS GENERAL AGREEMENT

SCHEDULE 1: SIGNATURES OF PARTIES

Signed:

.....

Signature

Date

**Jo Gaines
Assistant General Secretary
The Civil Service Association of Western Australia (Inc)**

Signed:

.....

Signature

Date

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

SCHEDULE 2: GENERAL DIVISION SALARIES

Levels	2010 rates	2011 Rates	2012 Rates	2013 Rates	Overall Increase
		3.75%	4.00%	4.25%	
	1-Apr-10	15-Apr-11	13-Apr-12	12-Apr-13	
	\$ pa	\$ pa	\$ pa	\$ pa	%
LEVEL 1					
Under 17 yrs	\$ 19,657	\$ 20,394	\$ 21,210	\$ 22,111	12.48%
17 yrs	\$ 23,475	\$ 24,355	\$ 25,329	\$ 26,405	12.48%
18 yrs	\$ 27,291	\$ 28,314	\$ 29,447	\$ 30,698	12.48%
19 yrs	\$ 31,109	\$ 32,276	\$ 33,567	\$ 34,994	12.49%
20 yrs	\$ 34,925	\$ 36,235	\$ 37,684	\$ 39,286	12.49%
1.1	\$ 38,170	\$ 39,601	\$ 41,185	\$ 42,935	12.48%
1.2	\$ 40,296	\$ 41,807	\$ 43,479	\$ 45,327	12.49%
1.3	\$ 41,435	\$ 42,989	\$ 44,709	\$ 46,609	12.49%
1.4	\$ 42,611	\$ 44,209	\$ 45,977	\$ 47,931	12.49%
1.5	\$ 43,758	\$ 45,399	\$ 47,215	\$ 49,222	12.49%
1.6	\$ 45,045	\$ 46,734	\$ 48,603	\$ 50,669	12.49%
1.7	\$ 45,936	\$ 47,659	\$ 49,565	\$ 51,672	12.49%
1.8	\$ 47,250	\$ 49,022	\$ 50,983	\$ 53,150	12.49%
LEVEL 2.1	\$ 48,730	\$ 50,557	\$ 52,579	\$ 54,814	12.49%
2.2	\$ 50,056	\$ 51,933	\$ 54,010	\$ 56,305	12.48%
2.3	\$ 51,454	\$ 53,384	\$ 55,519	\$ 57,879	12.49%
2.4	\$ 52,916	\$ 54,900	\$ 57,096	\$ 59,523	12.49%
LEVEL 3.1	\$ 55,913	\$ 58,010	\$ 60,330	\$ 62,894	12.49%
3.2	\$ 57,466	\$ 59,621	\$ 62,006	\$ 64,641	12.49%
3.3	\$ 59,065	\$ 61,280	\$ 63,731	\$ 66,440	12.49%
3.4	\$ 60,707	\$ 62,984	\$ 65,503	\$ 68,287	12.49%
LEVEL 4.1	\$ 62,959	\$ 65,320	\$ 67,933	\$ 70,820	12.49%
4.2	\$ 64,723	\$ 67,150	\$ 69,836	\$ 72,804	12.49%
4.3	\$ 66,538	\$ 69,033	\$ 71,794	\$ 74,845	12.48%
LEVEL 5.1	\$ 70,037	\$ 72,663	\$ 75,570	\$ 78,782	12.49%
5.2	\$ 72,399	\$ 75,114	\$ 78,119	\$ 81,439	12.49%
5.3	\$ 74,854	\$ 77,661	\$ 80,767	\$ 84,200	12.49%
5.4	\$ 77,405	\$ 80,308	\$ 83,520	\$ 87,070	12.49%
LEVEL 6.1	\$ 81,501	\$ 84,557	\$ 87,939	\$ 91,676	12.48%
6.2	\$ 84,288	\$ 87,449	\$ 90,947	\$ 94,812	12.49%
6.3	\$ 87,171	\$ 90,440	\$ 94,058	\$ 98,055	12.49%
6.4	\$ 90,249	\$ 93,633	\$ 97,378	\$ 101,517	12.49%
LEVEL 7.1	\$ 95,301	\$ 98,875	\$ 102,830	\$ 107,200	12.49%
7.2	\$ 98,576	\$ 102,273	\$ 106,364	\$ 110,884	12.49%

Levels	2010 rates	2011 Rates	2012 Rates	2013 Rates	Overall Increase
		3.75%	4.00%	4.25%	
	1-Apr-10	15-Apr-11	13-Apr-12	12-Apr-13	
	\$ pa	\$ pa	\$ pa	\$ pa	%
7.3	\$ 102,144	\$ 105,974	\$ 110,213	\$ 114,897	12.49%
LEVEL 8.1	\$ 108,125	\$ 112,180	\$ 116,667	\$ 121,625	12.49%
8.2	\$ 112,285	\$ 116,496	\$ 121,156	\$ 126,305	12.49%
8.3	\$ 117,441	\$ 121,845	\$ 126,719	\$ 132,105	12.49%
LEVEL 9.1	\$ 124,094	\$ 128,748	\$ 133,898	\$ 139,589	12.49%
9.2	\$ 128,452	\$ 133,269	\$ 138,600	\$ 144,491	12.49%
9.3	\$ 133,423	\$ 138,426	\$ 143,963	\$ 150,081	12.49%
CLASS 1	\$ 141,184	\$ 146,478	\$ 152,337	\$ 158,811	12.49%
CLASS 2	\$ 148,717	\$ 154,294	\$ 160,466	\$ 167,286	12.49%
CLASS 3	\$ 156,242	\$ 162,101	\$ 168,585	\$ 175,750	12.49%
CLASS 4	\$ 163,773	\$ 169,914	\$ 176,711	\$ 184,221	12.49%

SCHEDULE 3: SPECIFIED CALLING SALARIES

Level	2010 rates	2011 Rates	2012 Rates	2013 Rates	Overall Increase
		3.75%	4.00%	4.25%	
	1-Apr-10	15-Apr-11	13-Apr-12	12-Apr-13	
		\$ pa	\$ pa	\$ pa	%
LEVEL 1					
1st year	\$ 53,665	\$ 55,677	\$ 57,904	\$ 60,365	12.48%
2nd year	\$ 56,492	\$ 58,610	\$ 60,954	\$ 63,545	12.48%
3rd year	\$ 59,627	\$ 61,863	\$ 64,338	\$ 67,072	12.49%
4th year	\$ 63,546	\$ 65,929	\$ 68,566	\$ 71,480	12.49%
5th year	\$ 69,621	\$ 72,232	\$ 75,121	\$ 78,314	12.49%
6th year	\$ 73,578	\$ 76,337	\$ 79,390	\$ 82,764	12.48%
LEVEL 2.1	\$ 75,392	\$ 78,219	\$ 81,348	\$ 84,805	12.49%
2.2	\$ 77,933	\$ 80,855	\$ 84,089	\$ 87,663	12.49%
2.3	\$ 80,577	\$ 83,599	\$ 86,943	\$ 90,638	12.49%
2.4	\$ 83,322	\$ 86,447	\$ 89,905	\$ 93,726	12.49%
LEVEL 3.1	\$ 87,732	\$ 91,022	\$ 94,663	\$ 98,686	12.49%
3.2	\$ 90,732	\$ 94,134	\$ 97,899	\$ 102,060	12.49%
3.3	\$ 93,835	\$ 97,354	\$ 101,248	\$ 105,551	12.49%
3.4	\$ 97,150	\$ 100,793	\$ 104,825	\$ 109,280	12.49%
LEVEL 4.1	\$ 100,374	\$ 104,138	\$ 108,304	\$ 112,907	12.49%
4.2	\$ 103,824	\$ 107,717	\$ 112,026	\$ 116,787	12.49%
4.3	\$ 107,581	\$ 111,615	\$ 116,080	\$ 121,013	12.49%
LEVEL 5.1	\$ 113,683	\$ 117,946	\$ 122,664	\$ 127,877	12.49%
5.2	\$ 118,058	\$ 122,485	\$ 127,384	\$ 132,798	12.49%
5.3	\$ 123,479	\$ 128,109	\$ 133,233	\$ 138,895	12.48%
LEVEL 6.1	\$ 130,251	\$ 135,135	\$ 140,540	\$ 146,513	12.49%
6.2	\$ 134,825	\$ 139,881	\$ 145,476	\$ 151,659	12.49%
6.3	\$ 140,042	\$ 145,294	\$ 151,106	\$ 157,528	12.49%
LEVEL 7	\$ 147,934	\$ 153,482	\$ 159,621	\$ 166,405	12.49%
LEVEL 8	\$ 155,826	\$ 161,669	\$ 168,136	\$ 175,282	12.49%
LEVEL 9	\$ 163,711	\$ 169,850	\$ 176,644	\$ 184,151	12.49%
LEVEL 10	\$ 171,602	\$ 178,037	\$ 185,158	\$ 193,027	12.49%

SCHEDULE 4: AGENCY SPECIFIC AGREEMENTS

AGENCY	TITLE OF AGREEMENT	ASA NUMBER
C Y O'Connor TAFE	C Y O'Connor College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 58 of 2002
Central Institute of Technology	Central TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 53 of 2002
Challenger Institute of Technology	Challenger TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 61 of 2002
Country High Schools Authority	Country High Schools Authority Administration Officers Agency Specific Agreement 2007	PSAAG 8 of 2007
Department for Child Protection	Department for Child Protection Secure Care Officers Agency Specific Agreement 2011	PSAAG 9 of 2011
Department for Child Protection	Department for Child Protection Agency Specific Agreement 2008	PSAAG 12 of 2008
Department for Communities	Department for Community Development Agency Specific Agreement 2006	PSAAG 4 of 2006
Department of Corrective Services	Department of Corrective Services Killara Youth Support (Juvenile Justice Officers) Agency Specific Agreement 2006	PSAAG 2 of 2006
Department of Corrective Services	Department of Corrective Services – Community Work Officers – Agency Specific Agreement 2008	PSAAG 3 of 2008
Department of Agriculture and Food	Department of Agriculture Agency Specific Agreement 2007	PSAAG 3 of 2007
Department of Environment and Conservation	Department of Environment and Conservation Agency Specific Agreement 2007	PSAAG 15 of 2007
Department of Fisheries	Department of Fisheries Agency Specific Agreement 2006	PSAAG 17 of 2006
Department of Industry and Resources	Department of Industry and Resources Agency Specific Agreement 2005	PSAAG 16 of 2005
Department of Planning	Department for Planning and Infrastructure Agency Specific Agreement 2007	PSAAG 18 of 2007
Department of Transport	Department for Planning and Infrastructure Agency Specific Agreement 2007	PSAAG 18 of 2007

AGENCY	TITLE OF AGREEMENT	ASA NUMBER
Department of Racing, Gaming and Liquor	Department of Racing, Gaming and Liquor Agency Specific Agreement 2008	PSAAG 17 of 2005
Department of Treasury and Finance	Department of Treasury and Finance Agency Specific Agreement 2010	PSAAG 8 of 2010
Disability Services Commission	Disability Services Commission (Public Servants) Agency Specific Agreement 2006	PSAAG 18 of 2006
Durack Institute of Technology	Central West College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 56 of 2002
Eastern Pilbara College of TAFE	Eastern Pilbara College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 57 of 2002
Fire and Emergency Services Authority	Fire and Emergency Services Authority of WA Agency Specific Agreement 2008	PSAAG 5 of 2008
Forest Products Commission	Forest Products Commission Agency Specific Agreement 2007	PSAAG 16 of 2007
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
Great Southern Institute of Technology	Great Southern TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 55 of 2002
Kimberley TAFE	Kimberley College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 60 of 2002
Landgate	Department of Land Administration Agency Specific Agreement 2006	PSAAG 5 of 2006
Legal Aid Commission	Legal Aid Commission Agency Specific Agreement 2005	PSAAG 7 of 2005
Lotterywest	Lotterywest Agency Specific Agreement 2005	PSAAG 10 of 2005
Metropolitan Cemeteries Board	Metropolitan Cemeteries Board Agency Specific Agreement 2007	PSAAG 17 of 2007
Office of Health Review	Office of Health Review Agency Specific Agreement 2007	PSAAG 5 of 2007
Office of the Auditor	Office of the Auditor General Agency Specific	PSAAG 13 of 2007

AGENCY	TITLE OF AGREEMENT	ASA NUMBER
General	Agreement 2007	
Polytechnic West	Midland College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 52 of 2002
Rottnest Island Authority	Rottnest Island Authority Agency Specific Agreement 2007	PSAAG 6 of 2007
South East Metropolitan College of TAFE	South East Metropolitan College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 54 of 2002
South West Institute of Technology	South West Regional College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 51 of 2002
West Coast Institute of Training	West Coast College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 59 of 2002
West Pilbara College of TAFE	West Pilbara College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 50 of 2002
Western Australia Police	Western Australia Police Agency Specific Agreement 2009	PSAAG 6 of 2010

SCHEDULE 5: PARTIES TO THIS GENERAL AGREEMENT

(1) Union Party

The Civil Service Association of Western Australia Incorporated

(2) Employer Parties – respondent to the *Public Service Award 1992*

The employing authority, as defined by the *Public Sector Management Act 1994*, of each of the following public authorities, are parties to this General Agreement, as well as respondents to the *Public Service Award 1992*:

Chemistry Centre (WA)
Commissioner for Children and Young People
Curriculum Council of Western Australia
Department for Child Protection
Department for Communities
Department of Agriculture and Food
Department of Commerce
Department of Corrective Services
Department of Culture and the Arts
Department of Education
Department of Education Services
Department of Environment and Conservation
Department of Fisheries
Department of Health
Department of Housing
Department of Indigenous Affairs
Department of Local Government
Department of Mines and Petroleum
Department of Planning
Department of Racing, Gaming and Liquor
Department of Regional Development and Lands
Department of Sport & Recreation Western Australia
Department of State Development
Department of the Attorney General
Department of the Premier and Cabinet
Department of Training and Workforce Development
Department of Transport
Department of Treasury and Finance
Department of Water
Disability Services Commission
Economic Regulation Authority
Gascoyne Development Commission
Goldfields-Esperance Development Commission
Government Employees Superannuation Board
Great Southern Development Commission
Heritage Council of Western Australia
Kimberley Development Commission
Law Reform Commission of Western Australia
Mental Health Commission
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 Environmental Protection Authority
Office of the Inspector of Custodial Services
Peel Development Commission
Pilbara Development Commission
Public Sector Commission
Rottnest Island Authority
South West Development 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

- (3) Employer Parties – respondent to the *Government Officers Salaries, Allowances and Conditions Award 1989*

The employing authority of each of the following are parties to this General Agreement, as well as respondents to the *Government Officers Salaries, Allowances and Conditions Award 1989*:

Animal Resources Authority
Botanic Gardens and Parks Authority
Builders' Registration Board of Western Australia
Building and Construction Industry Training Board
Burswood Park Board
C. Y. O'Connor College of TAFE
Central Institute of Technology
Challenger Institute of Technology
Conservation Commission
Construction Industry Long Service Leave Payments Board
Country High School Hostels Authority
Curriculum Council of Western Australia
Dental Health Services
Department for Child Protection
Department for Communities
Department of Agriculture and Food
Department of Education
Department of Environment & Conservation
Department of Training and Workforce Development
Disability Services Commission
Durack Institute of Technology
East Perth Redevelopment Authority
Fire and Emergency Services Authority of Western Australia
Forest Products Commission Western Australia
Great Southern Institute of Technology
Hairdressers Registration Board of WA
Keep Australia Beautiful Council
Kimberley TAFE
Legal Aid Western Australia

Lotteries Commission (LotteryWest)
Metropolitan Cemeteries Board
National Trust of Australia (WA)
Nurses and Midwives Board of Western Australia
Office of the Information Commissioner
Painters' Registration Board
Parliamentary Commissioner for Administrative Investigations (State Ombudsman)
Perth Market Authority
Pilbara TAFE
Polytechnic West
Potato Marketing Corporation of Western Australia (Western Potatoes)
Small Business Development Corporation
South West Regional College of TAFE
The Hon. Premier, the Hon. Deputy Premier and all Ministers of the Crown in the right of the State of Western Australia as they be from time to time.
West Coast Institute of Training
Western Australian Alcohol and Drug Authority (Drug and Alcohol Office)
Western Australian College of Teaching
Western Australian Health Promotion Foundation (Healthway)
Western Australian Land Information Authority (Landgate)
Western Australian Sport Centre Trust (VenuesWest)
Western Australian Tourism Commission
Zoological Parks Authority