

# Accepted/ Partially Accepted General Claim Items

		<i>Our Claim for Your Union Agreement</i>	<i>Government's Offer for Your Union Agreement</i>	<i>Commitments received outside of Your Union Agreement</i>	<i>What next?</i>
<i>Length</i>	Accept	A two year term	A two year term		
<i>No Trade-Offs</i>	Accept	No trade-offs	No trade-offs		
<i>Pay increases</i>	Accept in part	Salary increases of 2.5% from 12 June 2017 and a further 2.5% increase 12 months later.	Salary increases of \$1000 per annum (pro rata) increases in line with the <i>Public Sector Wages Policy Statement 2017</i> , payable on and from 13 June 2017 and 13 June 2018.	The Government considered a wage freeze in April but did not apply this, opting instead for the flat rate increase change in State Wages Policy.	
<i>Employer preference</i>	Accept	Employers undertake to engage employees on a permanent basis wherever possible; this is to be their default form of engagement	Explicitly states that permanent employment is the preferred form of engagement.  Confirms that casual employment, labour hire and other contract for service arrangements are not the preferred methods for delivery of service, and committing the Employer to work towards minimizing these modes of employment.	Letter from the Minister for Commerce dated 13 July 2017.  "Direct employment provides a stable, engaged workforce, with the ability to provide appropriate advice to Government and the community on a range of important matters, as well as achieving financial efficiencies."	
<i>Fixed-Term Contracts</i>	Accept in part	After a continuous period of 18 months or more, where a fixed term contract employee undertakes the same or a similar role, the employee must be engaged on a permanent basis  The letter of appointment for fixed term employees shall confirm the prescribed circumstances under the relevant Award or Agreement that permits fixed term engagement  Employers are to inform the Civil Service Association of WA of the names and workplace locations of fixed term employees within 28 days of the request being made	Requires employers to specify reasons for engaging employees on a fixed term contract in writing.  Requirement to provide your Union with the names and locations of all fixed term employees.  Provides principles for the development of conversion to permanency criteria for fixed term contract employees and confirms the criteria will be the subject of consultation between your Union and Government.  Requires employers, following the development of the conversion to permanency criteria, to review the employment status of fixed term and casual employees who are continuously employed for more than two years.	During the State election campaign, Labor promised to:  <i>"Develop criteria to convert existing employees including contract and casual employees with more than two years' employment in a same or similar job to permanent and establish a process for this to continue in the future."</i>  Letter from the Premier dated 13 June 2017.  <i>"I can reaffirm our commitments in relation to permanency-conversion processes for contract workers. A high level agreement will be considered as part of your General Agreement negotiations, with the operational detail being considered through a separate negotiation process with public sector unions."</i>	We will use this clause to actively contribute to the development of a conversion to permanency criteria that actually works for members.  We will contact public sector workers on fixed term contracts to talk about their employment and how being a member of the CPSU/CSA could assist them in improving their job security.  We will support members on fixed term contracts assess their eligibility for conversion to permanency and progress their claims.
<i>Consultation</i>	Accept in part	Clarify when your employer must consult your Union and members for proposed and actual workplace changes and define consultation.  Ensure that employer representatives at any Joint Consultative Committee meeting have the necessary delegated powers to make decisions.  Enable unresolved matters to be referred to the WA Industrial Relations Commission.	Clarifies what is meant by "change" requiring consultation.  Expands matters for consultation at the Joint Consultative Committee to include "agency implementation of recommendations from Government decisions, policies and initiatives."  Specifies in more detail what is required from employers in the consultation process.		We will use this clause to stop employers ramming through poorly considered restructures and cutbacks, and ensure genuine consultation occurs regarding proposed organizational change.
<i>Workload</i>	Accept in part	Employers to record and collate data on workload indicators and provide to your Union.  Current list of workload indicators to be expanded.  Workload management issues raised by your Union which cannot be resolved at the Joint Consultative Committee or through other workplace consultation mechanisms to be referred to the WA Industrial Relations Commission.	More comprehensive requirements to monitor and record workload.  Workload data to be dealt with as a function of the JCC  Workload surveys developed and conducted jointly with your Union following the establishment of workload review team		We will utilize the improvements in this clause to gather evidence of excessive workloads.  We will utilize this evidence to work with public sector employers to develop strategies to alleviate workload stress.  We will utilize this evidence to progress conversations with government about properly resourcing the public sector.
<i>Family and Domestic Violence Leave</i>	Accept in part	20 days paid leave (non-cumulative); measures to protect confidentiality; protection against adverse action or discrimination; flexible working arrangements; nominated trained workplace contacts; workplace safety planning; referral to appropriate support services.	10 days paid leave (non-cumulative); measures to protect confidentiality; protection against adverse action or discrimination; flexible working arrangements; nominated trained workplace contacts; workplace safety planning.	During the State election WA Labor promised to:  <i>"Support Victims of domestic and family violence by introducing 10 days paid Domestic and Family Violence Leave, flexible work arrangements, safety plan agreements and access to counselling services."</i>  Government independently made an announcement on 14 June in relation to Family and Domestic Violence Leave. The announcement included the development of a policy which the CPSU/CSA significantly contributed to.	

# Accepted/ Partially Accepted Electorate & Research Employees Specific Claim Items

		<i>Our Claim for Your Union Agreement</i>	<i>Government's Offer for Your Union Agreement</i>
<i>Resignation, Retirement, Termination and Severance</i>	Partial Outcome	Redundancy and severance payment provisions to be aligned to those applying across the public sector pursuant to the <i>Public Sector Management Act 1994</i> and the <i>Public Sector Management (Redeployment and Redundancy) Regulations 2014</i> , ensuring that: <ul style="list-style-type: none"><li>severance is paid at the rate of 3 (not 2) weeks for each year of service;</li><li>severance pay is capped at 52 (not 48) weeks; and</li><li>Annual Leave and Long Service Leave are removed from the restriction period for return to work in the Public Sector.</li></ul>	The Government has agreed to remove Annual Leave and Long Service Leave from the restriction period for return to work in the Public Sector.
<i>Joint Consultative Committee</i>	Partial Outcome	In nominating its 'nominee' and 'employer nominated representatives' pursuant to CI 36.4 (a), the employer will ensure the nominees have sufficient knowledge, expertise and authority to respond and contribute meaningfully to JCC discussions.	<p>The new improved JCC clause negotiated as part of the sector-wide Agreement will be included in the Agreement (see above).</p> <p>The Dept. of Premier and Cabinet has also agreed to negotiate suitable Terms of Reference for the Electorate &amp; Research Officers JCC, pursuant to the new JCC clause. The Union's proposed Terms of Reference include this claim in addition to other claims to ensure the JCC properly addresses issues that are raised by members.</p>

# Government Initiated Items

		<i>Government's Offer for Your Union Agreement</i>			<i>Government's Offer for Your Union Agreement</i>
<i>Annual Leave Loading</i>	Acceptable	Update maximum rates	<i>Other parent leave</i>	Acceptable	Update for consistency with Fair Work Act 2009 (Cth) provisions (responsibility of a child)
<i>Christmas/New Year closedown</i>	Acceptable	Provision for use of additional leave types	<i>Partner leave</i>	Acceptable	Clarify conclusion of leave applies to adoption as well as birth of a child
<i>Maternity leave</i>	Acceptable	Update for consistency with Fair Work Act 2009 (Cth) provisions (unpaid special maternity leave)			

# Unable to reach agreement Claim Items

		<i>Our Claim</i>	<i>Govt. Offer</i>	<i>Commitments received outside of Your Union Agreement</i>	<i>What next?</i>
<i>Cessation of privatisation/contracting out</i>	No agreement reached.	No contracting out of work undertaken by classifications of public sector employees covered by the Agreement for the term of the Agreement. There will be no extension of current contracts	Proposals were exchanged during negotiations, but agreement could not be reached.  With the exception of the Employer Preference clause, no new provisions feature the offer.	Letter from the Minister dated 13 July 2017.  <i>"The Premier has made it clear to the CSA that he values the work of your members, and that he and the Labor Government are committed to a strong public sector.</i>  <i>I can reconfirm our election commitment to stop the privatisation of existing public sector services and where possible, and economically beneficial to do so, bring those services back into the public sector. I accept that in this situation the CSA definition of privatisation includes outsourcing of public sector services.</i>  <i>While there has always been, and continues to be, activities carried out on behalf of Government by the private and not for profit sectors, the McGowan Labor Government is committed to the principle of a strong and dynamic public sector providing services to the community."</i>  It's worth noting that the Government has kept their promise to stop the privatisation of Disability Services Commission Supported Accommodation services.	We will continue to campaign to stop the privatisation of existing public services and, where possible, return privatized services to public hands.  We will consider the full variety of possible mechanisms which would achieve this end – including those that would sit outside Your Union Agreement – in our future campaigning.

# Not Accepted General Claims Items

		<i>Our Claim</i>			<i>Our Claim</i>
<i>Flexible Working Arrangements</i>	Not accepted	Strengthen clauses by placing onus on the employer to provide evidence when rejecting requests for flexible arrangements.	<i>Insurance</i>	Not accepted	Where an employee is covered by an insurance policy providing payments for periods of unplanned absences from work due to illness or injury, the employer shall accept payments from the insurer made on behalf of the employee to re-credit the employees paid personal leave balance
<i>Cultural and Ceremonial Leave</i>	Not accepted	5 days dedicated paid leave (non-cumulative) for legitimate ceremonial and cultural purposes to meet the employee's customs, traditional law and participation in ceremonial activities.	<i>Reclassification</i>	Not accepted	Joint review of public sector reclassification process and assessment tools to be commenced during the life of the agreement.
<i>Bereavement Leave</i>	Not accepted	Extend to 5 days paid leave per incidence; Expand circumstances in which an employee may access this entitlement to better reflect modern families. Facilitate the reasonable use of other forms of paid and unpaid leave as necessary following the utilisation of bereavement leave	<i>Incorporation of clauses into Awards</i>	Not accepted	The following clauses of the General Agreement are incorporated into the applicable Awards: 16. Working with Children Checks; 21. Personal Leave; 22. Purchased Leave – 42/52 Arrangement; 23. Maternity Leave; 24. Adoption Leave; 25. Other Parent Leave; 26. Partner Leave Clause 27. Unpaid Grandparental Leave; 29. Pro Rata Additional Annual Leave for Shift Work Employees; 30. Pro Rata Additional Annual Leave for North West Employees; 34. Days in Lieu of the Repealed Public Service Holidays; 37. Public Sector First Aid Allowance.
<i>Superannuation</i>	Not accepted	Increase from 9.5% to 10.5% with secondary options for employer to match employee superannuation contributions up to a pre-determined amount and for super to be paid during unpaid maternity leave			

<i>Shift Work Travel Allowance</i>	Not accepted	Extension of this allowance to employees whose workplaces are within a radius of 50 km of the Perth City Railway Station and whose residence is within a radius of 50 km of that workplace.	<i>Employer Respondency</i>	Not accepted	Employer Respondency to provide for change of agency title, reconfiguration of agencies, successors, new agencies and machinery of Government initiatives
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# Not Accepted Electorate & Research Employee Specific Claim Items

		<i>Our Claim</i>	<i>What next?</i>
<i>Public Sector First Aid Allowance</i>	Not Accepted	<p>The employer will ensure a First Aid Officer is appointed where an Electorate Office is located either:</p> <ul style="list-style-type: none"><li>• more than 10 km; or</li><li>• more than 30 minutes' drive at the legal speed limit,</li></ul> <p>from a hospital; first aid post or St John Ambulance base.</p>	<p>The issue of adequately trained first aid officers being appointed for each electorate office can and will be pursued through the JCC and other Occupational Safety and Health mechanisms.</p>
<i>Employee Health &amp; Safety (Relief Staff)</i>	Not Accepted	<p>Relief staff will be provided when an officer proceeds on leave in the following circumstances:</p> <ul style="list-style-type: none"><li>• Annual Leave;</li><li>• Long Service Leave ;</li><li>• Parental Leave;</li><li>• Leave without pay exceeding one (1) week;</li><li>• Personal Leave that is anticipated to extend beyond one (1) week.</li></ul>	<p>On 12 July 2017 the Dept. of Premier &amp; Cabinet provided an explanation of the internal processes for the practical application of the provisions in the DP &amp; C Relief Circular. Members of Parliament need to request the relief staff.</p> <p>The Union, its Delegates and members will be monitoring future requests for leave relief, to ensure adequate relief is provided to ensure staff safety.</p>
<i>Employee Health &amp; Safety (Security)</i>	Not Accepted	<p>Joint review of electorate office security to commence within six (6) months and be completed within 18 months of registration of the Agreement.</p> <p>Review will be undertaken by a team comprised of representatives of both parties, including at least one Electorate Officer from each of metropolitan, rural and remote offices, and be advised by qualified security consultant(s) agreed between the parties.</p> <p>The review team will make recommendations after they consider, but not be limited to, the following:</p> <ul style="list-style-type: none"><li>• Past incidents at or in close proximity to each electorate office;</li><li>• Crime statistics for each electorate;</li><li>• Constituent and other visits to each electorate office;</li><li>• The location of the office;</li><li>• The building in which the office is located;</li><li>• The physical layout of the office;</li><li>• The security barriers, alarms and any other measures installed in the office; and</li><li>• Any other issues identified by either party.</li></ul>	<p>On 12 July the Dept. of Premier &amp; Cabinet advised a security review was already underway.</p> <p>The CSA and Delegates requested to be consulted by the officers undertaking the review but received no response. This is another issue which can be addressed through the JCC and if not resolved can be addressed through the Dispute Settlement Process.</p> <p>It is also noted that the issue has been included in the agenda for the PEO Conference in February 2018.</p>