

WITHOUT PREJUDICE

Current Clause	Government Proposed Title
Public Service and Government Officers General Agreement 2014	Public Service and Government Officers CSA General Agreement 2017

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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 <i>Public Sector Management Act 1994</i>, in relation to employees employed under the <i>Public Service Award 1992</i>; or (b) a public authority listed in Item (3) of Schedule 5 of this General Agreement, in relation to employees employed under the <i>Government Officers Salaries, Allowances and Conditions Award 1989</i>. 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 <i>Public Service Award 1992</i> or the <i>Government Officers Salaries, Allowances and Conditions Award 1989</i>. 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	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 <i>Public Sector Management Act 1994</i>, in relation to Employees employed under the <i>Public Service Award 1992</i>; or (b) a public authority listed in Item (3) of Schedule 5 – Parties to this Agreement of this General Agreement, in relation to Employees employed under the <i>Government Officers Salaries, Allowances and Conditions Award 1989</i>. 3.2 “Agency Specific Agreement” (ASA) means an industrial agreement developed in accordance with clause 9 – Agency Specific Agreements of this General Agreement, 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 <i>Public Service Award 1992</i> or the <i>Government Officers Salaries, Allowances and Conditions Award 1989</i>. 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

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prescribed in clause 5.2 of this General Agreement.	prescribed in clause 5.2 of this General Agreement.
3.6 “Employer” means: (a) an employing authority as defined by section 5 of the <i>Public Sector Management Act 1994</i>, in relation to employees employed under the <i>Public Service Award 1992</i>; or (b) the employing authority of an employer party listed in Item (3) of Schedule 5 of this General Agreement.	3.6 “Employer” means: (a) an employing authority as defined by section 5 of the <i>Public Sector Management Act 1994</i>, in relation to Employees employed under the <i>Public Service Award 1992</i>; or (b) the employing authority of an Employer party listed in Item (3) of Schedule 5 – Parties to this Agreement of this General Agreement.
3.7 “General Agreement” and “Agreement” means the Public Service and Government Officers General Agreement 2014.	3.7 “General Agreement” and “Agreement” means the Public Service and Government Officers CSA General Agreement 2017.
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.	3.8 “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.	3.9 “Partner” means a person who is a spouse or a de facto Partner.
3.10 “PSC” means Public Sector Commission.	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 <i>Public Sector Management Act 1994</i>; and (b) employing authorities as defined in section 5 of the <i>Public Sector Management Act 1994</i>.	3.11 “Public Sector” means: (a) all agencies, ministerial offices and non-SES organisations as defined in section 3 of the <i>Public Sector Management Act 1994</i>; and (b) employing authorities as defined in section 5 of the <i>Public Sector Management Act 1994</i>.

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3.12 “Regional employee” means any employee other than one whose assigned headquarters are within the metropolitan area as defined by the applicable Award.	3.12 “Public Sector Labour Relations” is responsible for the coordination and governance of all public sector labour relations matters, in accordance with Premier’s Circular 2017/03 - Coordination and Governance of Public Sector Labour Relations and as replaced.
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.	3.13 “Redeployment period” means the redeployment period as defined by regulation 28 of the <i>Public Sector Management (Redeployment and Redundancy) Regulations 2014</i>.
3.14 “Regional employee” means any employee other than one whose assigned headquarters are within the metropolitan area as defined by the Applicable Award.	3.14 “Regional employee” means any Employee other than one whose assigned headquarters are within the metropolitan area as defined by the Applicable Award.
3.15 “Registered employee” means a registered employee as defined by section 94(1A) of the <i>Public Sector Management Act 1994</i>.	3.15 “Registered employee” means a registered employee as defined by section 94(1A) of the <i>Public Sector Management Act 1994</i>.
3.16 “Registrable employee” means a registrable employee as defined by section 94(1A) of the <i>Public Sector Management Act 1994</i>.	3.16 “Registrable employee” means a registrable employee as defined by section 94(1A) of the <i>Public Sector Management Act 1994</i>.
3.17 “Replacement employee” means an Employee specifically engaged to replace an Employee proceeding on maternity leave, adoption leave, other parent leave or grandparental leave.	3.17 “Replacement employee” means an Employee specifically engaged to replace an Employee proceeding on maternity leave, adoption leave, other parent leave or grandparental leave.
3.18 “Suitability” means suitable office, post or position or suitable employment as defined by section 94(6) of the <i>Public Sector Management Act 1994</i> as read with regulation 7 of the <i>Public Sector Management (Redeployment and Redundancy) Regulations 2014</i>.	3.18 “Suitability” means suitable office, post or position or suitable employment as defined by section 94(6) of the <i>Public Sector Management Act 1994</i> as read with regulation 7 of the <i>Public Sector Management (Redeployment and Redundancy) Regulations 2014</i>.
3.19 “Suitable office, post or position”, and “Suitable employment” have the meaning given in section 94(6) of the <i>Public Sector Management Act 1994</i> as read with regulation 7 of the <i>Public Sector Management (Redeployment and Redundancy) Regulations 2014</i>.	3.19 “Suitable office, post or position”, and “Suitable employment” have the meaning given in section 94(6) of the <i>Public Sector Management Act 1994</i> as read with regulation 7 of the <i>Public Sector Management (Redeployment and Redundancy) Regulations 2014</i>.
	3.20 “Surplus employee” means either a Registrable employee or a

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3.14 “Union” means The Civil Service Association of Western Australia Incorporated. 3.15 “WAIRC” means the Western Australian Industrial Relations Commission.	Registered employee. 3.21 “Suspend” means to suspend the continuance of an employee’s Redeployment period in accordance with regulation 29 of the <i>Public Sector Management (Redeployment and Redundancy) Regulations 2014</i>. 3.22 “TAFE colleges” means Technical and Further Education colleges. 3.23 “Union” means The Civil Service Association of Western Australia Incorporated. 3.24 “WAIRC” means the Western Australian Industrial Relations Commission.

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No current clause	14. EMPLOYER PREFERENCE 14.1 The Employer recognises that permanent employment is the preferred form of engagement for Employees covered by this General Agreement. 14.2 The Employer recognises that casual employment, labour hire and other contract for service arrangements are not the preferred methods for delivery of services, and the Employer will work towards minimising the use of casual employment, labour hire and other contract for service arrangements. 14.3 Within 60 days of a request being made in writing, the Employer will provide to the Joint Consultative Committee the names of the labour hire businesses used; the functions undertaken; the headcount number of labour hire employees performing the work; and the amount of money paid to each labour hire business. 14.4 Prior to engaging, or extending the engagement of, a labour hire employee, or otherwise entering into a new or extended labour hire arrangement, the Employer must first consider whether any permanent Surplus employees can undertake the role or duties required. All duties undertaken by labour hire employees will be assessed every three months for the possibility of a Surplus employee instead undertaking the role or duties. If a permanent Surplus employee can undertake the role or duties, they will be offered the employment. 14.5 Where more than one appropriate permanent Surplus employee exists, the following hierarchy shall apply for access to the role or duties: (a) internal Surplus employees are considered first;

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	(b) if no internal Surplus employees are suitable, Registered employees from other employing authorities are considered; and (c) if no Registered employees are suitable, Registrable employees from other employing authorities are considered.

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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. 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 Before employing a person as a fixed term contract Employee or providing a new or extended fixed term contract to an Employee, the Employer must first consider whether any permanent Surplus employees can undertake the role or duties required. If a permanent Surplus employee can undertake the role or duties, they will be offered the employment. 15.3 Notwithstanding clause 15.2 the employing authority will have discretion to renew an existing fixed term contract if the Employee has been in the same or similar role for more than two years and the arrangements are being reviewed for possible conversion under a process referred to at clause 15.8. 15.4 Where more than one appropriate permanent Surplus employee exists, the following hierarchy shall apply for access to the role or duties: (a) internal Surplus employees are considered first; (b) if no internal Surplus employees are suitable, Registered employees from other employing authorities are considered; and (c) if no Registered employees are suitable, Registrable employees from other employing authorities are considered.

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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.	15.5 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; (i) 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 Joint Consultative Committee; (ii) 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. 15.6 Employees appointed for a fixed term shall be advised in writing of the terms of the appointment, including the circumstance of the appointment as provided under subclause 15.5 of this clause, and such advice shall specify the dates of commencement and termination of employment.

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	15.7 The Employer will provide the Union the names and work locations of all Employees on fixed term contracts within 28 days of a request being made in writing. 15.8 The parties acknowledge matters relating to the development of criteria for fixed term contract conversion are subject to further consultation and consideration by Government. 15.9 The criteria for fixed term contract conversion will be based on the following principles: (a) the parties recognise that the usual and preferred basis for engagement is permanent appointment; and (b) to ensure that non-ongoing employment arrangements are genuine employing authorities will review the employment status of fixed term and casual Employees who are continuously employed for more than two years against determined criteria in accordance with subclause 15.8 of this clause.

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No current clause	23. FAMILY AND DOMESTIC VIOLENCE LEAVE 23.1 In recognition that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work the Employer has agreed to the leave which is the subject of this clause. The Employer is committed to providing support to Employees that experience family and domestic violence. 23.2 An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family and domestic violence. 23.3 The Employer does not tolerate Employees perpetrating family and domestic violence in or from the workplace. Employees must not use work facilities to perpetrate family and domestic violence. Any such conduct is a breach of employment obligations and any Employees who do so will face disciplinary action. Definition of Family and Domestic Violence 23.4 (a) The meaning of family and domestic violence is in accordance with the definition of ‘family violence’ in the <i>Restraining Orders Act 1997</i> (Section 5A), as amended by the <i>Restraining Orders and Related Legislation Amendment (Family Violence) Act 2016</i>. (b) To avoid doubt, this definition includes behaviour that: (i) is physically or sexually abusive; or (ii) is emotionally or psychologically abusive; or (iii) is economically abusive; or

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	(iv) is threatening; or (v) is coercive; or (vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or (vii) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour. Access to Family and Domestic Violence Leave 23.5 In accordance with the following subclauses, an Employee, including a casual Employee, may make application for leave to deal with activities related to family and domestic violence. The Employer will assess each application and give consideration to the personal circumstances of the Employee seeking the leave. 23.6 Such activities related to family and domestic violence may include attendance at medical appointments, legal proceedings; counselling, appointments with a medical or legal practitioner; relocation or making other safety arrangements; and other matters of a compassionate or pressing nature related to the family and domestic violence which arise without notice and require immediate attention. 23.7 Subject to clauses 23.5 and 23.6, an Employee experiencing family and domestic violence will have access to ten (10) non-cumulative days per year of paid family and domestic violence leave, in addition to their existing leave entitlements. 23.8 Upon exhaustion of the leave entitlement in clause 23.7, Employees will be entitled to up to two (2) days unpaid family and domestic violence leave on each occasion. 23.9 Family and domestic violence leave does not affect salary increment dates, long service leave entitlements or annual leave entitlements.

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	23.10 Subject to the Employer's approval of the application, family and domestic violence leave may be taken as whole or part days off. 23.11 Application of the leave entitlement for casual Employees will apply to the extent of their agreed working arrangements. Notice and Evidentiary Requirements 23.12 The Employee shall give his or her Employer notice as soon as reasonably practicable of their request to take leave under this clause. 23.13 Supporting evidence of family and domestic violence may be required to access paid leave entitlements however this should not be onerous on the Employee. Leave can be granted without supporting documentation when the manager/supervisor is satisfied that it is not required. 23.14 Evidence may include a document issued by the police, a court, a legal service, a health professional, or a counsellor, a financial institution, a family and domestic violence support service or a refuge service. A statutory declaration may also be provided. 23.15 Such evidence will be dealt with in accordance with the confidentiality provisions in this clause. Only the Employee will retain a copy of the evidence and information will not be kept on an Employee's personnel file, unless otherwise agreed. Access to Other Forms of Leave 23.16 Subject to the leave provisions of this General Agreement and Applicable Award, an Employee experiencing family and domestic violence may use other leave entitlements. 23.17 Subject to the Employer's approval of the application, and sufficient leave credits being available, leave may be taken as whole or part days off. 23.18 Forms of other paid leave include: (a) personal/sick leave entitlements; and/or

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	(b) annual leave; and/or (c) accrued long service leave; and/or (d) purchased leave; and/or (e) accrued time off in lieu of overtime, flexi leave or banked hours. 23.19 Approval of leave without pay is subject to the provisions of this General Agreement and Applicable Award. Confidentiality 23.20 The Employer will take all reasonable steps to ensure any information disclosed by employees regarding family and domestic violence is kept strictly confidential. Disclosure will be on a need-to-know basis only and only to maintain safety. Where possible, disclosure will only occur with the express consent of the Employee. 23.21 Employers will take reasonable steps to ensure any information or documentation provided by an Employee regarding family and domestic violence is kept confidential. Generally speaking, only the Employee will retain a copy of evidence for accessing family and domestic violence leave and information will not be kept on an Employee's personnel file. 23.22 Subsequent disclosure within an organisation should be on a need-to-know basis, for example if there is a potential for workplace safety to be impacted and generally with the consent of the Employee. 23.23 This clause does not override any legal obligations to disclose information. Contact Person 23.24 The Employer will identify contact/s within the workplace who will be trained in family and domestic violence and associated privacy issues. The Employer will advertise the

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	name of any Family and Domestic Violence contacts within the workplace. Individual Support 23.25 Where there is a risk to the personal health or safety of an employee who is experiencing or has experienced family and domestic violence, the Employer, where appropriate, may: (a) facilitate flexible working arrangements, such as changes to hours/days worked, working different days or length of days, changed shift/rostering arrangements, in accordance with the provisions of the General Agreement and Applicable Award; and/or (b) make workplace modifications including changes to the Employee's telephone number and email address and, where appropriate/practicable, the Employee's work location. 23.26 An Employee who is experiencing or has experienced family and domestic violence may access confidential counselling support via the Employer's Employee assistance program (EAP). Workplace Safety 23.27 Where an Employee raises issues of family and domestic violence the Employer should establish with the Employee the level of risk and seek advice from their human resource/safety specialist to review and implement specific safety and emergency management systems and plans. 23.28 With the exception of access to the Employer's employee assistance program which is available to all Employees, the provisions of this clause are only applicable to Employees who are victims of family and domestic violence.

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No Current Provision. This clause would insert in between subclause: • 23.8 Modification of duties and transfer to a safe job and • 23.9 Interaction with Other Leave entitlements.	25.9 UNPAID SPECIAL MATERNITY LEAVE 25.9 (a) A pregnant Employee is entitled to a period of unpaid special maternity leave if the Employee is not fit for work during that period because the employee: (i) has a pregnancy related illness; or (ii) has been pregnant and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by a living child; and (iii) has not utilised personal leave for the period. (b) An Employee must give the employer notice of the taking of unpaid special maternity leave by the Employee. (c) The notice must: (i) be given to the Employer as soon as practicable (which may be a time after the leave has started); and (ii) advise the Employer of the period, or expected period, of the leave. (d) An Employee who has given notice of the taking of unpaid special maternity leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in 25.9(a). (e) Without limiting 25.9(d), an Employer may require the evidence referred to in that subsection to be a medical certificate. (f) An Employee's entitlement to 12 months of unpaid maternity leave provided at 25.5 is not reduced by the amount of any unpaid special maternity leave taken by the Employee while the Employee was pregnant.

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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 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 the child under the age of twelve months or newly adopted child the provisions of this clause will apply.	27. OTHER PARENT LEAVE 27.1 (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 has a responsibility for the care 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. 27.2 Eligibility (a) (i) Where an eligible Employee, other than an Employee entitled to paid maternity leave under clause 25.3 or adoption leave under clause 26.2, is the other parent and primary care giver of a has a responsibility for the care of the child under the age of twelve months or newly adopted child the provisions of this clause will apply. (ii) An Employee must be the primary care giver of the

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(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 <i>Public Sector Management Act 1994</i> immediately preceding the Other Parent Leave in order to receive the forms of paid leave as	child to access paid other parent leave. (iii) 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 25.3 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 if they are the primary caregiver of the child. (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 <i>Public Sector Management Act 1994</i> immediately preceding the other parent leave in order to receive the forms of paid leave as

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provided for by this clause.	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.	(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	27.3 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.	(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.	(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 if they are the primary care giver of the child.
(ii) The 14 week period of paid Other Parent Leave is inclusive of any public holidays or repeated public service days in lieu falling within that time.	(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.	(iii) The period of paid other parent leave can be extended by the employee taking double the leave on a half-pay basis and its effect is in accordance with clause 25.16 – 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.	(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 25.14– Employment during Unpaid Maternity Leave.
(d) Except for leave provided under clause 26 – Partner Leave of this General Agreement only one parent can proceed on	(d) Where less than the 52 weeks other parent leave is taken paid or unpaid, the unused portion of the leave cannot be banked

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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	or preserved in any way. (e) Except for leave provided under clause 27.3(f) and clause 28 – Partner Leave of this General Agreement, only one parent can proceed on maternity, adoption or other parent leave at any one time. (f) (i) An Employee, whose Partner is not employed, or is employed and does not intend to take unpaid parental leave for a child under the age of twelve months or placement of a newly adopted child as provided for in clause 26 – Adoption Leave of this General Agreement, may access unpaid other parent leave where: (aa) the Employee will have a responsibility for the care of a child; and (bb) the Partner has responsibility for the care of the child for the period between the date of birth or placement of the child and the start date of the Employee's leave. (ii) The leave application must ensure that the leave commences within 12 months of the date of birth or placement of the child. (iii) This entitlement forms part of an Employee's 52 week unpaid other parent leave entitlement and may not be extended beyond 24 months after the date of birth or date of placement of a newly adopted child as provided for in clause 26 – Adoption leave of this General Agreement. (g) Unpaid other parent leave may be taken in more than one

Current Clause	Government Proposed Clause
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.	continuous period where the Employee undertakes special temporary employment or special casual employment in accordance with the provisions at clause 25.14 – Employment during Unpaid Maternity Leave. In these circumstances, the provisions of clause 25.14 – Employment during Unpaid Maternity Leave, shall apply.
(g) 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	(h) 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	(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.	(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 27.3 (i). This does not prevent an Employee from taking paid or unpaid partner leave as prescribed by clause 28 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 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 primary care giver, the Employees may choose which parent will access the paid leave.

Current Clause	Government Proposed Clause
(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).	(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 primary 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 primary care giver, subject to the provisions of clause 27.3 (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.	(i) An eligible casual employee provided for under clause 27.2 (b) is entitled to unpaid other parent leave only. 27.4 Payment for Paid Other Parent Leave (a) (i) Subject to clause 27.4 (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 27.4 (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.

Current Clause	Government Proposed Clause
(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.	(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) (i) 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.	(c) (i) 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.
(ii) An employee who is entitled to be paid higher duties allowance in accordance with clause 25.4 (c) (i) and elects to take paid Other Parent Leave at half pay will be paid the higher duties allowance at the full rate for the first four weeks only.	(ii) An Employee who is entitled to be paid higher duties allowance in accordance with clause 27.4 (c) (i) and elects to take paid other parent leave at half pay will be paid the higher duties allowance at the full rate for the first four weeks only.
(d) An employee is entitled to remain on paid Other Parent Leave if the pregnancy results in other than a live child; or where 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.	(d) An Employee is entitled to remain on paid other parent leave if the pregnancy results in other than a live child; or where 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.	(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	(f) An Employee eligible for a subsequent period of paid other parent leave as provided for under clause 27.2 (c) (iv) shall

Current Clause	Government Proposed Clause
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.	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 25.14 – Employment during Unpaid Maternity Leave. (g) Where less than 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 27.2 (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 (f) of the Maternity Leave clause, but as it relates to Other Parent Leave.	27.5 Commencement of Other Parent Leave (a) An eligible Employee identified as the primary care giver of who has a responsibility for the care 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 25.7 (f) 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:	27.6 Notice and Variation Requirements (a) An Employee shall give no less than eight weeks written notice to the Employer of:

Current Clause	Government Proposed Clause
(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;	(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 27.6 (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. 27.7 Other Provisions The following provisions, as provided under clause 25 – Maternity Leave of this General Agreement have application to other parent leave: (a) clause 25.10 – Interaction with Other Leave Entitlements;

Current Clause	Government Proposed Clause
(b) Clause 23.10 – Extended Unpaid Maternity Leave;	(b) clause 25.11 – Extended Unpaid Maternity Leave;
(c) Clause 23.11 – Communication During Maternity Leave;	(c) clause 25.12 – Communication During Maternity Leave;
(d) Clause 23.12 – Replacement Employee;	(d) clause 25.13 – Replacement Employee;
(e) Clause 23.13 – Employment During Unpaid Maternity Leave;	(e) clause 25.14 – Employment During Unpaid Maternity Leave;
(f) Clause 23.14 – Return to Work on Conclusion of Maternity Leave; and	(f) clause 25.15 – Return to Work on Conclusion of Maternity Leave; and
(g) Clause 23.15 – Effect of Maternity Leave on the Contract of Employment.	(g) clause 25.16 – Effect of Maternity Leave on the Contract of Employment.

WITHOUT PREJUDICE

Current Clause	Government Proposed Clause
26. PARTNER LEAVE Right to Request Additional Unpaid Partner Leave 26.9 (a) The total period of partner leave provided by this clause shall not exceed eight weeks. (b) An employee is entitled to request an extension to the period of partner leave up to a maximum of eight weeks. The additional weeks shall be unpaid and the eight week maximum is inclusive of any period of partner leave already taken in accordance with clause 26.2. 26.10 (a) The extended unpaid partner leave may be taken in separate periods, but, unless the employer agrees, each period must not be shorter than two weeks. (b) The period of extended unpaid partner leave must be concluded within twelve months of the birth of the child.	28. PARTNER LEAVE Right to Request Additional Unpaid Partner Leave 28.9 (a) The total period of partner leave provided by this clause shall not exceed eight weeks. (b) An Employee is entitled to request an extension to the period of partner leave up to a maximum of eight weeks. The additional weeks leave shall be unpaid and the eight week maximum is inclusive of any period of partner leave already taken in accordance with clause 28.2. 28.10 (a) The extended unpaid partner leave may be taken in separate periods, but, unless the employer agrees, each period must not be shorter than two weeks. (b) The period of extended unpaid partner leave must be concluded within twelve months of the birth of the child or placement of the child.

WITHOUT PREJUDICE

Current Clause	Government Proposed Clause																											
31. ANNUAL LEAVE LOADING 31.4 The maximum payment for the loading provided in clause 31.2 shall not exceed a rate equivalent to 17.5% of four weeks' salary of a General Division Level 8.1 employee as at 1 January in the calendar year in which the leave accrues, in accordance with the following: <table><tr><th></th><th>Maximum leave loading for annual leave:</th><th>Maximum</th></tr><tr><td>(a)</td><td>Maximum leave loading in December 2014</td><td>\$1,632.02</td></tr><tr><td>(b)</td><td>Maximum leave loading in December 2015</td><td>\$1,676.91</td></tr><tr><td>(c)</td><td>Maximum leave loading in December 2016</td><td>\$1,718.83</td></tr><tr><td>(d)</td><td>Maximum leave loading in December 2017</td><td>\$1,761.80</td></tr></table>		Maximum leave loading for annual leave:	Maximum	(a)	Maximum leave loading in December 2014	\$1,632.02	(b)	Maximum leave loading in December 2015	\$1,676.91	(c)	Maximum leave loading in December 2016	\$1,718.83	(d)	Maximum leave loading in December 2017	\$1,761.80	33. ANNUAL LEAVE LOADING 33.4 The maximum payment for the loading provided in clause 33.2 shall not exceed a rate equivalent to 17.5% of four weeks' salary of a General Division Level 8.1 Employee as at 1 January in the calendar year in which the leave accrues, in accordance with the following: <table><tr><th></th><th>Maximum leave loading for annual leave</th><th>Maximum</th></tr><tr><td>(a)</td><td>Maximum leave loading in December 2017</td><td>\$1,761.80</td></tr><tr><td>(b)</td><td>Maximum leave loading in December 2018</td><td>\$1,775.22</td></tr><tr><td>(c)</td><td>Maximum leave loading in December 2019</td><td>\$1,788.64</td></tr></table>		Maximum leave loading for annual leave	Maximum	(a)	Maximum leave loading in December 2017	\$1,761.80	(b)	Maximum leave loading in December 2018	\$1,775.22	(c)	Maximum leave loading in December 2019	\$1,788.64
	Maximum leave loading for annual leave:	Maximum																										
(a)	Maximum leave loading in December 2014	\$1,632.02																										
(b)	Maximum leave loading in December 2015	\$1,676.91																										
(c)	Maximum leave loading in December 2016	\$1,718.83																										
(d)	Maximum leave loading in December 2017	\$1,761.80																										
	Maximum leave loading for annual leave	Maximum																										
(a)	Maximum leave loading in December 2017	\$1,761.80																										
(b)	Maximum leave loading in December 2018	\$1,775.22																										
(c)	Maximum leave loading in December 2019	\$1,788.64																										

WITHOUT PREJUDICE

Current Clause		Proposed Government Clause	
31. ANNUAL LEAVE LOADING – Transitional Arrangements 31.11 (d) The maximum payment for the loading provided in clause 31.11(b) shall not exceed a rate equivalent to 17.5% of four weeks' salary of a General Division Level 8.1 employee as at 1 January in the calendar year in which the leave accrues, in accordance with the following:		33. ANNUAL LEAVE LOADING – Transitional Arrangements 33.11 (d) The maximum payment for the loading provided in clause 33.11(b) shall not exceed a rate equivalent to 17.5% of four weeks' salary of a General Division Level 8.1 Employee as at 1 January in the calendar year in which the leave accrues, in accordance with the following:	
	Maximum leave loading for annual leave:		Maximum
(i)	Commencing on or after the date of registration of this General Agreement	(i)	Commencing on or after the date of registration of this General Agreement \$1,761.80
(ii)	Commencing on or after 1 January 2015	(ii)	Commencing on or after 1 January 2018 \$1,775.22
(iii)	Commencing on or after 1 January 2016	(iii)	Commencing on or after 1 January 2019 \$1,788.64
(iv)	Commencing on or after 1 January 2017		

WITHOUT PREJUDICE

Current Clause	Proposed Government Clause																					
32. ANNUAL LEAVE LOADING FOR SHIFT LOADING FOR SHIFT WORK EMPLOYEES ON COMMUTED ARRANGEMENTS THAT INCORPORATE ANNUAL LEAVE LOADING 32.4 (a) Subject to the provisions of clause 32.6 of this General Agreement, the loading is paid on a maximum of four weeks' annual leave, or five weeks' in the case of shift work employees who are granted an additional week's penalty leave. Payment of the loading is not made on additional leave granted for any other purpose (e.g. to employees whose headquarters are located north of the 26 o south latitude). 32.4 (b) The maximum payment for the loading provided in clause 32.2 shall not exceed a rate equivalent to 17.5% of four weeks' salary of a General Division Level 8.1 employee as at 1 January in the calendar year in which the leave accrues, in accordance with the following: <table><tr><th></th><th>Maximum leave loading for annual leave:</th><th>Maximum</th></tr><tr><td>(i)</td><td>Commencing on or after the date of registration of this General Agreement</td><td>\$1,632.02</td></tr><tr><td>(ii)</td><td>Commencing on or after 1 January 2015</td><td>\$1,676.83</td></tr></table>		Maximum leave loading for annual leave:	Maximum	(i)	Commencing on or after the date of registration of this General Agreement	\$1,632.02	(ii)	Commencing on or after 1 January 2015	\$1,676.83	34. ANNUAL LEAVE LOADING FOR SHIFT LOADING FOR SHIFT WORK EMPLOYEES ON COMMUTED ARRANGEMENTS THAT INCORPORATE ANNUAL LEAVE LOADING 34.4 (a) Subject to the provisions of clause 34.6 of this General Agreement, the loading is paid on a maximum of four weeks' annual leave, or five weeks' in the case of shift work Employees who are granted an additional week's penalty leave. Payment of the loading is not made on additional leave granted for any other purpose (e.g. to Employees whose headquarters are located north of the 26 e degrees south latitude). 34.4 (b) The maximum payment for the loading provided in clause 34.2 shall not exceed a rate equivalent to 17.5% of four weeks' salary of a General Division Level 8.1 Employee as at 1 January in the calendar year in which the leave accrues, in accordance with the following: <table><tr><th></th><th>Maximum leave loading for annual leave</th><th>Maximum</th></tr><tr><td>(i)</td><td>Commencing on or after the date of registration of this General Agreement</td><td>\$1,761.80</td></tr><tr><td>(ii)</td><td>Commencing on or after 1 January 2018</td><td>\$1,775.22</td></tr><tr><td>(iii)</td><td>Commencing on or after 1 January 2019</td><td>\$1,788.64</td></tr></table>		Maximum leave loading for annual leave	Maximum	(i)	Commencing on or after the date of registration of this General Agreement	\$1,761.80	(ii)	Commencing on or after 1 January 2018	\$1,775.22	(iii)	Commencing on or after 1 January 2019	\$1,788.64
	Maximum leave loading for annual leave:	Maximum																				
(i)	Commencing on or after the date of registration of this General Agreement	\$1,632.02																				
(ii)	Commencing on or after 1 January 2015	\$1,676.83																				
	Maximum leave loading for annual leave	Maximum																				
(i)	Commencing on or after the date of registration of this General Agreement	\$1,761.80																				
(ii)	Commencing on or after 1 January 2018	\$1,775.22																				
(iii)	Commencing on or after 1 January 2019	\$1,788.64																				

(c) The maximum payment to shift workers are granted an additional week's exceed 5/4th of the rates prescribed in accordance with the following:	
	Maximum leave loading for annual leave
(i)	Commencing on or after the date of registration of this General Agreement
(ii)	Commencing on or after 1 January 2018
(iii)	Commencing on or after 1 January 2019

on or after 1 January 2016	\$1,718.83
on or after 1 January 2017	\$1,761.80

Maximum payment to shift work employees who are granted an additional week's penalty leave shall not exceed 5/4th of the rates prescribed in clause 32.4 (b), in accordance with the following:

Maximum leave loading for annual leave:	Maximum
on or after the date of registration of this General Agreement	\$2,040.04
on or after 1 January 2015	\$2,096.14
on or after 1 January 2016	\$2,148.54
on or after 1 January 2017	\$2,202.25

WITHOUT PREJUDICE

Current Clause	Government Proposed Clause
35. CHRISTMAS/NEW YEAR CLOSEDOWN Observation of a closedown 35.1 An employer may observe a closedown over the Christmas/ New Year period for the whole or part of the employer's agency. 35.2 (a) Except as provided for by clause 35.2(b), the dates/duration of the closedown will be at the discretion of the employer, but will not exceed five working days. (b) For the ASAs pertaining to the State Training Providers listed in item 1 of Schedule 4 - Agency Specific Agreements, or their replacements, the dates/duration of the closedown will be at the discretion of the employer, in accordance with the provisions of those ASAs. (c) Where an ASA pertaining to the State Training Providers listed in item 1 of Schedule 4 - Agency Specific Agreements, or its replacement, is cancelled, the dates/duration of the closedown shall be in accordance with clause 35.2 (a) of this General Agreement. Notification of a closedown 35.3 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 closedown 35.4 Employees may access the following forms of paid leave to cover the	37. CHRISTMAS/NEW YEAR CLOSEDOWN Observation of a Closedown 37.1 An Employer may observe a closedown over the Christmas/ New Year period for the whole or part of the Employer's Agency. 37.2 (a) Except as provided for by clause 37.2(b), the dates/duration of the closedown will be at the discretion of the Employer, but will not exceed five working days. (b) For the ASAs pertaining to the State Training Providers TAFE colleges listed in item 1 of Schedule 4 - Agency Specific Agreements of this General Agreement, or their replacements, the dates/duration of the closedown will be at the discretion of the Employer, in accordance with the provisions of those ASAs. (c) Where an ASA pertaining to the State Training Providers TAFE colleges listed in item 1 of Schedule 4 - Agency Specific Agreements, or its replacement, is cancelled, the dates/duration of the closedown shall be in accordance with clause 37.2 (a) of this General Agreement. Notification of a Closedown 37.3 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 Closedown 37.4 Employees may access the following forms of paid leave to cover the

Current Clause	Government Proposed Clause
closedown period: (a) flexitime credit and banked hours; (b) rostered days/hours off; or (c) time in lieu of overtime.	closedown period: (a) flexitime credit and banked hours; (b) rostered days/hours off; or (c) time in lieu of overtime.
35.5 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.	37.5 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; (b) accrued long service leave;
35.6 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.	(c) pro rata long service leave as provided for at clause 30 –Early Access to Pro Rata Long Service Leave of this General Agreement;
35.7 The days/ hours may only be accrued up to the maximum of the number of hours necessary to cover the period of the closedown.	(d) purchased leave; or (e) day in lieu of repealed public service holidays.
35.8 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:	37.6 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 18 – Hours of this General Agreement.
35.7 The days/ hours may only be accrued up to the maximum of the number of hours necessary to cover the period of the closedown.	37.7 The days/ hours may only be accrued up to the maximum of the number of hours necessary to cover the period of the closedown.
35.8 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:	37.8 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:

Current Clause	Government Proposed Clause
(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.	(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 35.9 Employees, who have gone into debt 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.	Managing Debit Hours/ Days 37.9 Employees, who have gone into debt 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.
35.10 Notwithstanding the provisions contained in clause 17.11(d) of this General Agreement, an employee who has accrued the hours of 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.	37.10 Notwithstanding the provisions contained in clause 18.11(d) - Hours of this General Agreement, an Employee who has accrued the hours of 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.

WITHOUT PREJUDICE

Current Clause	Government Proposed Clause
	45. REDEPLOYMENT AND REDUNDANCY 45.1 The parties acknowledge that the <i>Public Sector Management Act 1994</i> (PSMA) and the <i>Public Sector Management (Redeployment and Redundancy) Regulations 1994</i> (Regulations) provide the legislative framework for redeployment and redundancy for all Employees covered by this General Agreement. If the provisions of this General Agreement and the Regulations are inconsistent, the provision of the Regulations shall prevail. 45.2 The Employer and prospective Employer will assess the Suitability of a Surplus employee broadly which includes, but is not limited to: (a) acknowledging that the Employee's classification level illustrates core competencies for that classification level; (b) providing sufficient weight to the Employee's knowledge, skills and experience; and (c) recognising the transferability of skills to roles where a direct fit may not exist. 45.3 The Employer and prospective Employer will seek to place Surplus employees in suitable positions in accordance with subclause 2 of this clause. 45.4 The Employer will provide Surplus employees with direct access to priority vacancies through the online Recruitment Advertising Management System. 45.5 The Employer will provide Surplus employees with case management in line with the Public Sector Commission's Redeployment and Redundancy Guidelines and the Public Sector Commission's Redeployment and Redundancy Guidelines Appendix A – Case Management or any revised arrangement subsequent to the review of the redeployment and redundancy provisions. The Employer will ensure that Surplus employees are

Current Clause	Government Proposed Clause
	provided with an appropriately skilled case manager/s, a skills audit and continual support to find Suitable employment. 45.6 Upon notification of registration, the Employer shall provide an Employee who is notified of the Employer's intention to register them under regulation 18 of the <i>Public Sector Management (Redeployment and Redundancy) Regulations 2014</i> with the written reason/s for the intended registration and the possible employment, placement and training options available to them. 45.7 Where the Employer is able to do so consistent with Commissioner's Instruction No. 12 – Redeployment and Redundancy, the Employer may Suspend the Redeployment period of a Registered employee for the duration that the Employee is participating in retraining, a secondment or other employment placement arrangement. Where suspension of the total duration would exceed the allowable duration under Commissioner's Instruction No. 12 – Redeployment and Redundancy, the Employer may Suspend the Redeployment period for the portion allowable. 45.8 When a Registered employee enters the last three months of their Redeployment period, the Employer will notify the Union as soon as possible.

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44. WORKLOAD MANAGEMENT 44.1 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. 44.2 The objective of this principle is to ensure workload allocation is fair, manageable and without risk to health and safety. 44.3 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. 44.4 Employees are required to perform, attain or sustain a standard of work that may be reasonably expected of them. 44.5 All relevant indicators of workload should be monitored. Indicators may include: (a) nature of work; (b) work patterns;	47. WORKLOAD MANAGEMENT 47.1 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. 47.2 The objective of this clause is to ensure workload allocation is fair, manageable and without risk to health and safety. 47.3 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. 47.4 Employees are required to perform, attain or sustain a standard of work that may be reasonably expected of them. 47.5 Relevant indicators of workload will be monitored and recorded by the Employer. Indicators may include but are not limited to: (a) nature of work; (b) work patterns; (c) hours of work including accrued RDOs, level of credit and banked hours, credit and banked hours lost each settlement period and overtime;

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(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. 44.6 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;	(d) levels of accrued annual and long service leave; (e) environment in which work is performed; (f) volume of work; (g) level of performance; (h) turnover; (i) accident rate; (j) incidence of workers compensation claims lodged; (k) sickness-absence personal leave usage; (l) early retirement records; (m) referral rates to Employee assistance programs (EAP) providers and general feedback regarding workload issues, if raised, from EAP counsellors; (n) exit information regarding workload, if raised; and (o) summary information on the results of employee workload surveys if conducted. 47.6 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;

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(b) application of skill and competencies; (c) capacity to perform at a required level; (d) individual accountability; and (e) communication and feedback.	(b) application of skill and competencies; (c) capacity to perform at a required level; (d) individual accountability; and (e) communication and feedback.
44.7 Workload issues may be dealt with as a function of the agency joint consultative committee.	47.7 Workload issues, including the relevant indicators and the associated monitoring and recording, shall be dealt with as a function of the Agency Joint Consultative Committee-JCC.
44.8 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.	47.8 With the exception of Employee performance related issues, where workload issues are identified by the JCC, a review team agreed by the parties will be convened within 21 days of a written request from either party.
	47.9 The review team once established will conduct a workload survey for affected Employees covered by this General Agreement.
	47.10 The review team will determine the content and scope of the workload survey based upon the criteria stated in clause 47.5.
	47.11 A workload survey may only be conducted where a workload survey has not been completed in the previous 12 months.
	47.12 The collated results, together with the findings of the review team, will be provided to the JCC within two months of commencement of the survey.
	47.13 Broader consultation of the findings of the review team can be undertaken through the JCC.

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46. JOINT CONSULTATIVE COMMITTEE 46.1 The parties recognise the need for effective communication to improve the business/operational performance and working environment in agencies. 46.2 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. 46.3 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	49. JOINT CONSULTATIVE COMMITTEE 49.1 The parties recognise the need for effective communication to improve the business/operational performance and working environment in agencies. 49.2 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. 49.3 The parties confirm their ongoing commitment to the Joint Consultative Committee (JCC) process. 49.4 The parties agree that: (a) for the purpose of this clause 'change' means situations where the Employer proposes to make change(s) likely to affect existing practices, working conditions or employment prospects of Employees; (b) 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 and consultation shall commence by the Employer as early as possible; (c) consultation involves information sharing and opportunity for discussions between the parties on matters relevant to a proposed change conducted in a manner that enables the Union and Employees to contribute to the decision making process;

Current Clause	Government Proposed Clause
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.	(d) 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; (e) in the context of discussions the Union and Employees are able to contribute to the decision making process; and (f) 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; (g) the consultation process will be open and transparent, and the following principles will apply: (i) Employers will ensure appropriate mechanisms and communication channels are in place to facilitate consultation; (ii) information provided will be clear and with sufficient background information available so that issues are understood; (iii) Employers will assess the impacts of change broadly; (iv) throughout the consultation process, the Employer will provide adequate time, resources and support for information to be considered by affected Employees and the union and for consultation to occur; and (v) once a change is implemented, the Employer will evaluate and review the change and inform the JCC

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46.4 Each agency will have a JCC comprising of the employer or their nominee, employer nominated representatives and union nominated representatives. 46.5 The JCC will convene within 28 days of a written request being received from either party. 46.6 The JCC will determine its own operating procedures. 46.7 JCCs will be a forum for consultation on issues such as:	of the review outcomes; (h) where the Employer is proposing change that may result in Surplus employees, they must provide information on their overall workforce composition to the Union and the likely affected Employees as soon as possible. This includes, but is not limited to data on the use of fixed term contract Employees, casual Employees, labour hire employees and contractors including: (i) the number of Employees or persons engaged in each category; (ii) the position or duties being undertaken by each Employee or person engaged; (iii) the reason for the arrangement or employment; (iv) the total duration of each arrangement or employment (including successive contracts); and (v) the expiry date of the contract (excluding for casual Employees). 49.5 Each Agency will have a JCC comprising of the Employer or their nominee, Employer nominated representatives and Union nominated representatives, unless otherwise agreed between the Employer and the Union. 49.6 The JCC will convene within 28 days of a written request being received from either party. 49.7 The JCC will determine its own operating procedures. 49.8 JCCs will be a forum for consultation on issues such as:

Current Clause	Government Proposed Clause
(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. 46.8 Matters not resolved through the JCC can be referred to the provisions of clause 49 - Dispute Settlement Procedure.	(a) development of workload management tools within the Agency; (b) industrial issues; (c) fixed term, and casual employment and labour hire 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 decisions, policies and initiatives; and (f) Agency implementation of other aspects of this General Agreement. 49.9 Matters not resolved through the JCC can be referred to the provisions of clause 52 - Dispute Settlement Procedure.

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47. PEAK CONSULTATIVE FORUM 47.1 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. 47.2 The function of the Peak Consultative Forum will be to consult on cross sector matters including the implementation of this General Agreement. 47.3 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.	50. PEAK CONSULTATIVE FORUM 50.1 The Peak Consultative Forums (PCF) 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 Public Sector Labour Relations, PSC and as required, other agencies. 50.2 The function of the Peak Consultative Forum PCF will be to consult on cross sector matters including the implementation of this General Agreement. 50.3 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. 50.4 The parties shall, during the term of this General Agreement conduct a review of existing processes for Public Sector redeployment and redundancy. The review will: (a) evaluate, monitor and report on the overall redeployment and redundancy process and strategies within agencies; (b) consider and recommend processes and strategies for best practice; (c) report on and recommend possibilities for cultural change regarding perceptions of, and approach to, Surplus employees; and

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	(d) explore broad themes including, but not limited to, (i) duration of redeployment period; (ii) case management and skills matching; (iii) Suitability assessments; (iv) circumstances for suspension and revocation; (v) mechanism for involuntary termination; and (vi) role of central agencies.