

**DEPARTMENT OF EDUCATION (RESIDENTIAL COLLEGE SUPERVISORS) CSA  
GENERAL AGREEMENT 2017**

**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

**PARTIES** DEPARTMENT OF EDUCATION

**FIRST APPLICANT**

THE CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA  
INCORPORATED

**SECOND APPLICANT**

**CORAM** COMMISSIONER D J MATTHEWS  
**DATE** WEDNESDAY, 13 DECEMBER 2017  
**FILE NO/S** PSAAG 4 OF 2017  
**CITATION NO.** 2017 WAIRC 01006

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**Result** Agreement registered

**Representation (by correspondence)**

**First Applicant** Mr S Dane as agent

**Second Applicant** Ms A Wallish


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*Registration of Agreement*

WHEREAS the Commission has before it an application pursuant to section 41 of the *Industrial Relations Act 1979* to register an agreement as an industrial agreement; and

WHEREAS I am satisfied that the agreement meets the requirements of the *Industrial Relations Act 1979* and that it should be registered;

NOW I, the undersigned, pursuant to the powers conferred on me under section 41 of the *Industrial Relations Act 1979* hereby register the agreement made between the parties filed in the Commission on 28 November 2017 entitled *Department of Education (Residential College Supervisors) CSA General Agreement 2017* attached hereto as an industrial agreement in replacement of the *Country High Schools Hostels Authority Residential College Supervisory Staff General Agreement 2014*.

 (Sgd.) D.J. MATTHEWS

COMMISSIONER D J MATTHEWS  
PUBLIC SERVICE ARBITRATOR

**DEPARTMENT OF EDUCATION  
(RESIDENTIAL COLLEGE SUPERVISORS)  
CSA GENERAL AGREEMENT 2017**

**PSAAG 4 of 2017**

## **PART 1: APPLICATION OF THE AGREEMENT**

### **1. TITLE**

- 1.1 This General Agreement shall be known as the Department of Education (Residential College Supervisors) CSA General Agreement 2017.
- 1.2 This General Agreement cancels and replaces the Country High School Hostels Authority Residential College Supervisory Staff General Agreement 2014.

### **2. ARRANGEMENT**

#### **PART 1: APPLICATION OF THE AGREEMENT**

- 1. Title
- 2. Arrangement
- 3. Definitions
- 4. Purpose of General Agreement
- 5. Application and Parties Bound
- 6. Term of General Agreement
- 7. No Further Claims
- 8. Core Conditions
- 9. Agency Specific Agreements (ASA)

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

- 10. Salaries
- 11. Salary Packaging
- 12. Recovery of Underpayments
- 13. Recovery of Overpayments

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

- 14. Employer Preference
- 15. Part Time Employment
- 16. Fixed Term Contract Employment
- 17. Working With Children Checks
- 18. Casual Employment

#### **PART 4: HOURS OF WORK**

- 19. Hours of Work
- 20. Lights Out Duty

#### **PART 5: LEAVE**

- 21. Personal Leave
- 22. Family and Domestic Violence Leave
- 23. Leave Loading – Annual Leave
- 24. Between Term Leave

- 25. Maternity Leave
- 26. Adoption Leave
- 27. Other Parent Leave
- 28. Partner Leave
- 29. Unpaid Grandparental Leave
- 30. Long Service Leave
- 31. Bereavement Leave

PART 6: ALLOWANCES

- 32. Public Sector First Aid Allowance
- 33. Higher Duties Allowance
- 34. Commuted Allowance
- 35. District Allowance

PART 7: REGIONAL PROVISIONS

- 36. Regional Training and Development

PART 8: WORKFORCE MANAGEMENT

- 37. Redeployment and Redundancy
- 38. Review of Working Arrangements
- 39. Workload Management
- 40. Union Facilities for Union Representatives

PART 9: CONSULTATIVE MECHANISMS

- 41. Joint Consultative Committee
- 42. Contract for Service – Labour Hire

PART 10: DISPUTE SETTLEMENT PROCEDURE

- 43. Dispute Settlement Procedure
- 44. Copies of the Award and Agreement

PART 11: SCHEDULES

Schedule 1. Signatures of Parties

Schedule 2. Salaries

### 3. DEFINITIONS

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

- 3.1 “Agency Specific Agreement” (ASA) means an industrial agreement developed in accordance with clause 9, which will be read in conjunction with this General Agreement and the Award.
- 3.2 “Award” means the *Country High School Hostels Authority Residential Colleges Supervisory Staff Award 2005*.
- 3.3 “child” and “grandchild” shall be read as including children of a multiple birth or adoption.
- 3.4 “Christmas Break” refers to the period commencing at the end of term 4 of the school year, as gazetted.
- 3.5 “Day” means from midnight to midnight.
- 3.6 “De facto Partner” means a relationship (other than a legal marriage) between two persons who live together in a ‘marriage-like’ relationship and includes same sex partners.
- 3.7 “Employee” means someone employed by the Employer in the capacity of a supervisor, senior supervisor or college manager.
- 3.8 “Employer” means the Director General of the Department of Education.
- 3.9 “General Agreement” means the Department of Education (Residential College Supervisors) CSA General Agreement 2017.
- 3.10 “Minister” means the Minister for Education and Training.
- 3.11 “Partner” means a person who is a spouse or a de facto partner.
- 3.12 “PSC” means Public Sector Commission
- 3.13 “Public Sector” means all agencies, ministerial offices and non-SES organisations as defined in section 3 of the *Public Sector Management Act 1994*.
- 3.14 “Redeployment period” means the redeployment period as defined by regulation 28 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 3.15 “Regional employee” means any employee other than one whose assigned headquarters are within the metropolitan area as defined by the Award:
- 3.16 “Registered employee” means a registered employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
- 3.17 “Registrable employee” means a registrable employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
- 3.18 “Replacement employee” means an employee specifically engaged to replace an employee proceeding on maternity leave, adoption leave, other parent leave or grandparental leave.
- 3.19 “School Year” means the period gazetted as such by the Minister.

- 3.20 “Suitability” means suitable office, post or position or suitable employment as defined by section 94(6) of the *Public Sector Management Act 1994* as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 3.21 “Suitable office, post or position”, and “Suitable employment” have the meaning given in section 94(6) of the *Public Sector Management Act 1994* as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 3.22 “Surplus employee” means either a Registrable employee or a Registered employee.
- 3.23 “Suspend” means to suspend the continuance of an employee’s redeployment period in accordance with regulation 29 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 3.24 “Term” means the period between commencement and finishing dates of the school term as gazetted.
- 3.25 “Union” means The Civil Service Association of Western Australia Incorporated.
- 3.25 “WAIRC” means the Western Australian Industrial Relations Commission.
- 3.26 “Year” shall commence from one week prior to the commencement of the school year and continue to the day prior to one (1) week before the commencement of the following school year.

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

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

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

- 5.1 The parties bound by this General Agreement are the Director General of the Department of Education and the Union.
- 5.2 This General Agreement shall apply throughout the State of Western Australia to all employees who are members of or eligible to be members of the Union engaged by the Employer to perform work covered by the Award. At the date of registration the approximate number of employees covered by this General Agreement is 70.
- 5.3 This General Agreement shall be read in conjunction with the Award. Where the provisions of the Award and this General Agreement are inconsistent, the provisions of this General Agreement shall prevail.

- 5.4 It is the intent of the parties to preserve the Award as it applies to employees covered by this General Agreement at the time of registration, only for the life of this General Agreement.
- 5.5 This General Agreement shall be read in conjunction with the Award.
- 5.6 Provisions in the Award that deal with subject matters not otherwise dealt with by this General Agreement are preserved at the date of registration. For the purposes of this clause, these provisions will be referred to as the “preserved provisions”.
- 5.7 Subsequent to the registration of this General Agreement, any variations to provisions of the Award issued through orders of the WAIRC will prevail over the preserved provisions to the extent of any inconsistency.
- 5.8 Subject to clause 5.7, where the provisions of the Award and this General Agreement are inconsistent, the General Agreement will prevail.

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

- 6.1 This General Agreement shall operate from the date of registration and, in accordance with section 41 of the *Industrial Relations Act 1979*, will expire on 12 June 2019.
- 6.2 The parties to this General Agreement agree to re-open negotiations for a replacement General Agreement at least six months prior to the expiry of this General Agreement with a view to implement a replacement General Agreement on 13 June 2019.

## **7. NO FURTHER CLAIMS**

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

## **8. CORE CONDITIONS**

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

### **Section A CORE AWARD PROVISIONS**

(in conjunction with the relevant sections of Section B – Core General Agreement Provisions of this clause)

- 8. Contract of Service
- 13. Traineeships
- 15. Annual Increments
- 16. Purchased Leave – Deferred Salary Arrangement
- 17. Salary Packaging Arrangement
- 18. Keeping of and Access to Employment Records

- 21. Higher Duties Allowance
- 28. Annual Leave
- 35. Bereavement Leave
- 36. Blood/Plasma Donors Leave
- 37. Cultural/Ceremonial Leave
- 38. Emergency Service Leave
- 40. Defence Force Reserves Leave
- 43. Witness and Jury Service
- 46. Leave To Attend Union Business
- 47. Right of Entry and Inspection by Authorised Representatives
- 48. Trade Union Training Leave

## **Section B CORE GENERAL AGREEMENT PROVISIONS**

### PART 1: APPLICATION OF THE AGREEMENT

- 3. Definitions
- 8. Core Conditions

### PART 2: SALARY RELATED MATTERS

- 10. Salaries
- 11. Salary Packaging
- 12. Recovery of Underpayments
- 13. Recovery of Overpayments

### PART 3: CONTRACT OF EMPLOYMENT

- 14. Part Time Employment
- 15. Fixed Term Contract Employment
- 16. Working With Children Checks
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### PART 4: HOURS OF WORK

- 18. Hours of Work
- 19. Lights Out Period Duty

### PART 5: LEAVE

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- 34. Regional Training and Development



**PART 8: WORKFORCE MANAGEMENT**

- 35. Workload Management
- 36. Union Facilities for Union Representatives

**PART 9: CONSULTATIVE MECHANISMS**

- 37. Joint Consultative Committee
- 38. Contract for Service – Labour Hire
- 40. Copies of the Award and Agreement

**9. AGENCY SPECIFIC AGREEMENTS**

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

**PART 2: SALARY RELATED MATTERS**

**10. SALARIES**

- 10.1 The annual salaries provided for by this General Agreement shall be those contained in Schedule 2 – Salaries of this General Agreement.
- 10.2 An Employee who is employed by the Employer on the date of registration of this General Agreement will, on registration of the agreement, receive a payment equivalent to the additional \$1,000 annual salary increase that would have been paid had the salaries in Schedule 2 – Salaries of this General Agreement been paid on and from 13 June 2017.
- 10.3 An Employee who resigns or retires or whose employment is otherwise terminated prior to the registration of this General Agreement is not entitled to the payment provided in clause 10.2.
- 10.4 The second and final annual salary increase of \$1,000 shall operate on and from 13 June 2018,
- 10.6 The annual salaries provided in Schedule 2 – Salaries of this General Agreement include full and final settlement of productivity improvements up to the date of commencement of the

Country High School Hostels Authority Residential College Supervisory Staff General Agreement 2011.

- 10.7 An Employee's fortnightly salary shall be:
- (a) determined according to the annual salaries contained in Schedule 2 - Salaries;
  - (b) calculated to four decimal points; and
  - (c) rounded to the nearest one cent.
- 10.8 Subject to clause 10.3, the Employer will pay the payment provided in clause 10.2 to an Employee who, prior to the registration of this General Agreement:
- (a) was employed in the Public Sector under a different industrial agreement to which the Union is respondent; and
  - (b) commenced employment with the Employer within one calendar week of ceasing employment with their previous Public Sector Employer.
- 10.9 (a) The gradings of each residential college shall be established on the last calendar day of February each Year and be based upon a college's enrolment on that date applied to the following formula:

Gradings are derived from the grading total as follows:

<b>Student Enrolments</b>	<b>Grading</b>
0 – 20	A
21 – 80	B
81 – 130	C
131 – 200	D
201 – 300	E

- (b) The salaries for Employees employed at each residential college shall be in accordance with the salaries outlined in Schedule 2 – Salaries of this General Agreement and adjusted from the first day in March each Year according to the college's grading based on student enrolments.
- (c) Upgrading and Downgrading of Colleges and Effect on Salary
  - (i) Where a college is upgraded the College Manager and Senior Supervisor(s) shall be upgraded/reclassified to the higher level at the first salary incremental point in the first instance.
  - (ii) Should the college be downgraded in the following Year, the College Manager and Senior Supervisor(s) shall retain their salary but shall not be entitled to further salary increments or salary increases until such time as the salary of the adjacent lower grading overtakes his or her salary.
  - (iii) Should the college be downgraded after the second Year, the College Manager and Senior Supervisor(s) shall retain their incremental salary point and will continue to receive salary increases. They would not however, be eligible to proceed to a further incremental point until such time as the college

is further upgraded or they transfer to a college of the same grading. (as the retained salary).

- (iv) Should the college regain the higher grading after two (2) Years the College Manager and Senior Supervisor(s) shall be reinstated to the equivalent incremental point at which their salary was pegged and either the provisions of clause 10.9 (c) (ii), (iii), or (v) shall apply.
- (v) Should the college retain the higher grading the College Manager and Senior Supervisor(s) shall continue to receive the salary increments applicable to the grading/classification.
- (vi) For the purposes of this clause:

“on call” means a period of time when an Employee is required to remain on-site and be immediately contactable in readiness to deal with situations of an essential nature.

“essential nature” means circumstances urgent in nature and may mean attending to ill residents, emergency situations and accidents.

10.10 A 25% loading allowance is paid on 46 weeks of the Year to compensate for regular weekend work, extended hours of duty, working public holidays and for being on call during the “lights out” period. The 25% loading allowance is not paid on Between Term Leave as described in clause 29 – Between Term Leave, of the Award.

10.11 For the purposes of calculating total annual salary (annual base salary plus 25% loading allowance) the following formula will apply:

- (a)  $\text{annual base salary} \times 12 \text{ divided by } 313 = \text{fortnightly base salary.}$
- (b)  $\text{fortnightly base salary} \times 23 \text{ fortnights} = \text{base salary over 46 weeks.}$
- (c)  $\text{base salary over 46 weeks} \times 0.25 = \text{loading allowance over 46 weeks.}$
- (d)  $\text{annual base salary add 25\% loading allowance} = \text{total annual salary.}$

10.12 Payment of Salaries

- (a) Salaries shall be paid fortnightly but, where the usual payday falls on a public holiday, payment shall be made on the previous working day.
- (b) Salaries shall be paid by direct funds transfer to the credit of an account nominated by the Employee at a bank, building society or credit union approved by the Employer.

## **11. SALARY PACKAGING ARRANGEMENT**

11.1 An Employee may, by agreement with the Employer, enter into a salary packaging arrangement in accordance with this clause and Australian Taxation Office requirements.

11.2 Salary packaging is an arrangement whereby the entitlements and benefits under this General Agreement, contributing toward the Total Employment Cost (TEC), (as defined in clause 11.3) of an Employee, can be reduced by and substituted with another or other benefits.

- 11.3 The TEC for salary packaging purposes is calculated by adding the following entitlements and benefits:
- (a) the base salary;
  - (b) other cash allowances;
  - (c) non cash benefits;
  - (d) any Fringe Benefit Tax liabilities currently paid; and
  - (e) any variable components.
- 11.4 Where an Employee enters into a salary packaging arrangement the Employee will be required to enter into a separate written agreement with the Employer setting out the terms and conditions of the salary packaging arrangement.
- 11.5 Notwithstanding any salary packaging arrangement, the salary rate as specified in this General Agreement, is the basis for calculating salary related entitlements specified in this General Agreement.
- 11.6 Compulsory Employer Superannuation Guarantee contributions are to be calculated in accordance with applicable Federal and State legislation. Compulsory Employer contributions made to superannuation schemes established under the *State Superannuation Act 2000* are calculated on the gross (pre-packaged) salary amount regardless of whether an Employee participates in a salary packaging arrangement with the Employer.
- 11.7 A salary packaging arrangement cannot increase the costs to the Employer of employing an individual.
- 11.8 A salary packaging arrangement is to provide that the amount of any taxes, penalties or other costs for which the Employer or Employee is or may become liable for and are related to the salary packaging arrangement, shall be borne in full by the Employee.
- 11.9 In the event of any increase in taxes, penalties or costs relating to a salary packaging arrangement, the Employee may vary or cancel that salary packaging arrangement.
- 11.10 Salaries as prescribed by Schedule 2 – Salaries of this General Agreement are to be applied for the purposes of clause 11.3 regarding Total Employment Cost, and clause 11.6 regarding Compulsory Employer Superannuation Guarantee contributions.

## **12. RECOVERY OF UNDERPAYMENTS**

- 12.1 Where an Employee is underpaid in any manner:
- (a) the Employer will, once the Employer is aware of the underpayment, rectify the error as soon as practicable;
  - (b) where possible the underpayment shall be rectified no later than in the pay period immediately following the date on which the Employer is aware that an underpayment has occurred; and

- (c) where an Employee can demonstrate that an underpayment has created serious financial hardship, the Employee shall be paid by way of a special payment as soon as practicable.
- 12.2 The Employer shall compensate an Employee for costs resulting directly from an underpayment, where it is proven that the costs resulted directly from the underpayment. This includes compensation for overdraft fees, dishonoured cheque costs, and dishonour fees related to routine deductions from a bank account into which an Employee's salary is paid.
- 12.3 Nothing in this clause shall be taken as precluding the Employee's legal right to pursue recovery of underpayments.

### **13. RECOVERY OF OVERPAYMENTS**

- 13.1 The Employer has an obligation under the *Financial Management Act 2006* to account for public monies. This requires the Employer to recover overpayments made to an Employee.
- 13.2 Any overpayment will be repaid to the Employer within a reasonable period of time.
- 13.3 Where an overpayment is identified and proven, the Employer will provide the Employee with the written details of the overpayment and notify the Employee of their intent to recover the overpayment.
- 13.4 Where the Employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the Employer and Employee.
- 13.5 If agreement on a repayment schedule cannot be reached within a reasonable period of time, the Employer may deduct the amount of the overpayment over the same period of time that the overpayment occurred provided:
  - (a) the Employer may not deduct or require an Employee to repay an amount exceeding 5% of the Employee's net pay in any one pay-period without the Employee's agreement;
  - (b) where necessary, the Employer may deduct money over a period of time greater than the period of time over which the overpayment occurred.
- 13.6 If the Employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with the Dispute Settlement Procedure. No deductions relating to the overpayment shall be made from the Employee's pay while the matter is being dealt with in accordance with the Dispute Settlement Procedure.
- 13.7 Nothing in this clause shall be taken as precluding the Employer legal right to pursue recovery of overpayments.
- 13.8 Where the Employer alters the pay cycle or pay day, any consequential variations to an Employee's fortnightly salary and/or payments to compensate shall not be considered an overpayment for the purposes of this clause.

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

#### **14. 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;
  - (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.

#### **15. PART-TIME EMPLOYMENT**

- 15.1 A part-time Employee is entitled to the same conditions of employment prescribed in this General Agreement for full-time Employees on a pro rata basis.
- 15.2 Part-time employment is defined as regular and continuing employment of hours less than full-time hours.
- 15.3 An Employee who is employed on a part-time basis shall be paid the appropriate hourly rate based on the actual number of rostered hours worked. These rates are contained within Schedule 2 – Salaries of this General Agreement and do not include the 25% loading allowance as per clause 10. - Salaries of this General Agreement at clauses 10.9 and 10.10.
- 15.4 Each permanent part-time arrangement shall be confirmed in writing and shall include the agreed period of the arrangement and the agreed hours of duty.
- 15.5 The Employer shall give an Employee one (1) month's notice of any proposed variation to that Employee's starting and finishing times and/or particular days worked, provided that the

Employer shall not vary the Employee's total weekly hours of duty without the Employee's written consent, a copy of which shall be placed on record.

15.6 There may be exceptional reasons for temporary variations to an Employee's working hours. Since the usual reasons for seeking part-time employment are because of other commitments, any variations must be agreed to in writing by the part-time Employee.

15.7 If agreement is reached to vary an Employee's working hours pursuant to this subclause:

- (a) the total time worked on any day will not exceed nine (9) hours unless otherwise agreed between the Employer and Employee; and
- (b) additional days worked, up to a total of five (5) days per week, are regarded as an extension of the contract and should be paid at the normal rate.

The additional hours and/or days worked shall be considered part of the Employee's ordinary working hours. These hours are therefore included in calculations for leave entitlements.

### **Annual Leave**

15.8 Payment to a part-time Employee proceeding on annual leave shall be calculated having regard for any variations to the Employee's ordinary rostered hours during the accrual period. Payment in such instances shall be calculated as follows:

- (a) where accrued annual leave only is being taken, the ordinary hours worked by the Employee over the accrual period shall be averaged to achieve the average hours worked per fortnight. This average is then applied to the formula to achieve an average fortnightly rate of pay:

Average fortnightly hours worked x appropriate fortnightly salary

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- (b) annual leave taken entirely in advance shall be paid according to the salary the Employee would have received had the Employee not proceeded on leave.

### **Conversion from Full-Time to Part-Time Employment**

15.9 An Employee employed directly as part-time who wishes to become full-time is required to seek promotion or transfer to a full-time position by:

- (a) application for advertised vacancies; and/or
- (b) by notification in writing to the Employer of their desire to convert to full-time employment.

15.10 The provisions of this clause do not prevent an Employee from accessing provisions contained in clause 25 - Maternity Leave of this General Agreement concerning return to work on a modified basis.

15.11 An Employee may request the Employer to permit the Employee to work on a modified basis in their current position; or in a position equivalent in pay, conditions and status to their current position and commensurate with the Employee's skills and abilities.

- 15.12 An Employee may seek to work on a modified basis that involves the Employee working on different days or at different times or both; or on fewer days or for fewer hours or both, than the Employee currently works.
- 15.13 The Employer:
- (a) must give reasonable consideration to an Employee's request to work on a modified basis, particularly where the request relates to an Employee's caring responsibilities or phasing into retirement;
  - (b) may only refuse an Employee's request to work on a modified basis if there are grounds to refuse relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person; and
  - (c) has the onus for demonstrating that there are grounds to refuse the Employee's request that would satisfy a reasonable person.
- 15.14 The Employer is to give the Employee written notice of the Employer decision on a request to work on a modified basis. If the request is refused, the notice must set out the reasons for the refusal.
- 15.15 Right of reversion of Employees
- (a) Where a full time Employee is permitted to work part time for a period of no greater than twelve months, the Employee has a right, upon four weeks' written notice, to revert to full time hours in the position previously occupied before becoming part time or a position of equal classification as soon as deemed practicable by the Employer, but no later than the expiry of the agreed period.
  - (b) Where a full time Employee is permitted to work part time for a period greater than twelve months, the Employee may apply to revert to full time hours in the position previously occupied before becoming part time or a position of equal classification, but only as soon as is deemed practicable by the Employer. This should not prevent the transfer of the Employee to another full time position at a salary commensurable to their previous full time position.

## **16. FIXED TERM CONTRACT EMPLOYMENT**

- 16.1 The Employer may employ employees on a fixed term contract subject to clause 16.2, and 16.5.
- 16.2 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.
- 16.3 Notwithstanding clause 16.2 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 16.8.
- 16.4 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.
- 16.5 In exercising its employing authority, the Employer 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.
- 16.6 Employees appointed for a fixed term shall be advised in writing of the terms of the appointment; including the circumstances of the appointment as provided under clause 16.5 and such advice shall specify the dates of commencement and termination of employment.
- 16.7 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.
- 16.8 The parties acknowledge matters relating to the development of criteria for fixed term contract conversion are subject to further consultation and consideration by Government.
- 16.9 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;
  - (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 clause 16.8.

## **17. WORKING WITH CHILDREN CHECKS**

- 17.1 Where an Employee is obliged to obtain a working with children check in accordance with the *Working With Children (Criminal Record Checking) Act 2004*, payment for the check shall be as follows.
- (a) The Employer must pay the cost for an Employee obliged to obtain a working with children check after their employment has already commenced.
  - (b) A new Employee must pay for their initial working with children check. The Employer has the discretion to reimburse a new Employee who commenced employment after 1 January 2006 and has paid for their initial working with children check.
  - (c) The Employer must pay the cost for an Employee's working with children check renewals.
- 17.2 The provisions of this clause apply to all Employees, including fixed term contract and casual Employees.

## **18. CASUAL EMPLOYMENT**

- 18.1 Casual Employees are engaged by the hour. Casual employment may be terminated by either party at any time by the giving of one (1) hours' notice, or payment in lieu thereof.
- 18.2 A casual Employee is an Employee engaged for a period not exceeding one (1) calendar month in any period of engagement, or on an hourly rate of pay by agreement between the Union and the Employer.
- 18.3 Employees who are engaged on a casual basis shall be paid a 20% loading in lieu of annual leave, sick leave, long service leave and payment for public holidays.
- 18.4 The conditions of employment, leave and allowances provided under this General Agreement, with the exception of bereavement and carer's leave, and weekend shift penalty rates as provided for in clause 18.7, do not apply to a casual Employee. The hours worked by a casual Employee shall be paid as per schedule 2 – Salaries, of this General Agreement. The rates include a 20% casual loading but do not include the 25% loading allowance as per clause 10 - Salaries of this General Agreement at clauses 10.9 and 10.10.
- 18.5 A casual Employee shall be informed that their employment is casual and that they have no entitlement to paid leave, with the exception of bereavement leave before they are engaged.
- 18.6 Caring Responsibilities
- (a) Subject to the evidentiary and notice requirements in clause 21 – Personal Leave of this General Agreement, for Carers Leave a casual Employee shall be entitled to not be available to attend work or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
  - (b) The Employer and the casual Employee shall agree on the period for which the casual Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to

48 hours (ie two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.

- (c) The Employer must not fail to re-engage a casual Employee because the casual Employee accessed the entitlements provided for in this subclause. The rights of the Employer to engage or not engage a casual Employee are otherwise not affected.

#### 18.7 Weekend Penalty Rates for Casual Employees

- (a) Notwithstanding the provisions of this General Agreement, casual Employees are entitled to weekend shift penalties as follows:
  - (i) work performed during ordinary rostered hours on Saturdays or Public Holidays shall be paid for at the rate of time and one-half. Casuals are already paid a loading in lieu of public holidays; and
  - (ii) Sundays will be paid for at the rate of time and three quarters.
- (b) These rates are paid in addition to but not compounded on the casual loading provided for in clause 18.3.

### **PART 4: HOURS OF WORK**

#### **19. HOURS OF WORK**

- 19.1 This clause is to be read in conjunction with clause 9. - Hours of Duty of the Award.
- 19.2 An Employee shall be rostered off duty between the end of their normal hours of duty on one day and before the commencement of their normal hours of duty on the next succeeding day for a continuous period of not less than seven hours.
- 19.3 The provisions of this clause shall not apply to Employees rostered on "Lights out duty" as defined in clause 20 – Lights Out Duty of this General Agreement.

#### **20. LIGHTS OUT DUTY**

- 20.1 For the purpose of this clause the following terms shall have this meaning:
  - (a) "lights out duty" means a period of time overnight where a full time Employee who resides on the premises is required to be immediately contactable to deal with situations of an essential nature.
  - (b) "essential nature" means circumstances urgent in nature and may mean attending to ill residents, emergency situations and accidents.
- 20.2 An Employee may be required to perform lights out duty as a regular part of their duties. Lights out duty shall be shared as equitably as possible between all Employees.
- 20.3 All hours during lights out duty are in addition to the ordinary hours of duty however;
  - (a) Where an Employee is required to attend to situations of an essential nature whilst on lights out duty; and

- (i) the details of which are fully recorded by the Employee, and
- (ii) the time to deal with the issue exceeds thirty (30) minutes,

the full period of the disturbance will be granted towards the Employee's aggregated ordinary hours.

- 20.4 In circumstances where the Employee is disturbed for a reason other than a situation of an Essential Nature and the Employer believes that in the circumstances it is fair and reasonable to do so, the Employee may be granted all or part of the time for the disturbance to aggregate towards the Employee's ordinary hours.

## **PART 5: LEAVE**

### **21. PERSONAL LEAVE**

#### **Introduction**

- 21.1 The provisions of this clause replace clause 32. – Short Leave, clause 33. – Carer's Leave, and clause 31. - Sick Leave of the Award. This clause does not replace clause 34. - War Caused Illnesses of the Award.
- 21.2 The intention of personal leave is to give Employees and the Employer greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick, paid carer's leave and short leave.
- 21.3 This clause commenced on 30 July 2004. An Employee's pre-existing sick leave anniversary date is maintained for the purposes of the personal leave entitlement.
- 21.4 Personal leave is not for circumstances normally met by other forms of leave.
- 21.5 This clause does not apply to casual Employees.
- 21.6 An Employee employed on a fixed term contract for a period of twelve months or more shall be credited with the same entitlement as a permanent Employee. An Employee on a fixed term contract for a period less than twelve months shall be credited on a pro rata basis for the period of the contract.
- 21.7 A part time Employee shall be entitled to the same personal leave credits as a full time Employee but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave shall only be made for those hours that would normally have been worked had the Employee not been on personal leave.

#### **Entitlement**

- 21.8 The Employer shall credit each permanent, full time Employee with 112.5 personal leave credits for each year of continuous service of which 97.5 are cumulative and 15 hours are non-cumulative as follows:

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

- 21.9 Where Employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.
- 21.10 In the year of accrual the 112.5 hours personal leave entitlement may be accessed for illness or injury, carer's leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each year of accrual, unused personal leave from that year up to a maximum of 97.5 hours will be cumulative and added to personal leave accumulated from previous years. Unused non-cumulative leave will be lost on completion of each anniversary year.
- 21.11 Whilst Employees are able to access personal leave in accordance with clause 21.23, to ensure compliance with the *Minimum Conditions of Employment Act 1993* a minimum of 75 hours must be available to Employees for the purposes of an Employee's entitlement to paid leave for illness or injury; or carer's leave.
- 21.12 Personal leave will not be debited for public holidays that the Employee would have observed.
- 21.13 Personal leave may be taken on an hourly basis.

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

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

#### **Reconciliation**

- 21.17 At the completion of an anniversary year, where an Employee has taken personal leave in excess of their current and accrued entitlement the unearned leave must be debited at the commencement of the following anniversary year/s.
- 21.18 The requirements of the *Minimum Conditions of Employment Act 1993* must be met at the commencement of the following anniversary year. The remaining portion of debited personal

leave that exceeds the leave credited is to be debited at the commencement of the subsequent and where necessary following anniversary year/s.

- 21.19 Where an Employee ceases duty and has taken personal leave that exceeds the leave credited for that anniversary year, the Employee must refund the value of the unearned leave, calculated at the rate of salary as at the date the leave was taken. No refund is required in the event of the death of the Employee.

#### **Access**

- 21.20 An Employee is unable to access personal leave while on any period of leave without pay; maternity leave, adoption leave and other parent leave; or annual or long service leave, except as provided for in clauses 21.33 (re-crediting annual leave) and 21.34 (re-crediting long service leave);
- 21.21 If an Employee has exhausted all accrued personal leave the Employer may allow the Employee who has at least twelve months' service to anticipate up to 37.5 hours personal leave from next year's credit. If the Employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the Employer, calculated at the wage rate as at the date the leave was taken, but no refund is required in the event of the death of the Employee.
- 21.22 In exceptional circumstances the Employer may approve the conversion of an Employee's personal leave credits to half pay to cover an absence on personal leave due to illness.

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

- 21.23 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to clause 21.8 the Employer may grant personal leave in the following circumstances:
- (a) where the Employee is ill or injured;
  - (b) to provide care or support to a member of the Employee's family or household who requires care or support because of an illness or injury to the member; or an unexpected emergency affecting the member
  - (c) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention;
  - (d) by prior approval of the Employer having regard for agency requirements and the needs of the Employee, planned matters where arrangements cannot be organised outside of normal working hours or be accommodated by the utilisation of flexi time credits by Employees working according to approved flexible working hours arrangements or other leave. Planned personal leave will not be approved for regular ongoing situations.
- 21.24 The Employer may grant two days unpaid personal leave per occasion to an Employee to provide care and support to a member of the Employee's family or household due to the birth of a child to the member. This entitlement does not of itself limit an Employee's access to paid personal leave as provided by clause 21.23 or partner leave as provided for by clause 28 – Partner Leave of this General Agreement. This leave may also be substituted with accrued annual leave, long service leave, time off in lieu of overtime, flexi leave and/or banked hours to which the Employee is entitled.

- 21.25 Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- 21.26 The definition of family shall be the definition contained in the *Equal Opportunity Act 1984* for “relative”. That is, a person who is related to the Employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the Employee.
- 21.27 Where practicable, the Employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work shall be provided.

#### **Evidence**

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

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

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

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

- 21.34 Where an Employee is ill or injured during the period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that as a result of illness or injury the Employee was confined to their place of

residence or a hospital for a period of at least 14 consecutive calendar days, the Employer may grant personal leave for the period during which the Employee was so confined and reinstate long service leave equivalent to the period of confinement.

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

- 21.35 Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The Employer shall not unreasonably withhold this leave.
- 21.36 Personal leave without pay not exceeding a period of three months in a continuous absence does not affect wages increment dates, anniversary date of sick leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in a continuous absence, the period in excess of three months is excised from qualifying service.
- 21.37 Personal leave without pay is not available to Employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in clause 21.23 (b), (c) and (d) or 21.24. However, other forms of leave including unpaid carer's leave and leave without pay may be available.

#### **Other Conditions**

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

#### **Workers' Compensation**

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

#### **Portability**

- 21.41 The Employer shall credit an Employee additional personal leave credits up to those held at the date that Employee ceased previous employment provided:
- (a) immediately prior to commencing employment in the public authority, the Employee was employed in the service of:
    - (i) the Public Service of Western Australia, or
    - (ii) any other State body of Western Australia, and
  - (b) the Employee's employment with the public authority of Western Australia



commenced no later than one week after ceasing previous employment, and

- (c) the personal leave credited shall be no greater than that which would have applied had the entitlement accumulated whilst employed in a State body or statutory authority prescribed by *Administrative Instruction 611*.

21.42 The maximum break in employment permitted by clause 21.41 (b), may be varied by the approval of the Employer provided that where employment with the public authority of Western Australia commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata annual leave paid out at the date the Employee ceased with the previous Employer.

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

21.43 Subject to the evidence requirements set out in clauses 21.28 to 21.32, a Regional employee who requires medical attention at a medical facility in Western Australia located 240 kilometres or more from their workplace will be granted paid travel time undertaken during the Employee's ordinary working hours up to a maximum of 37.5 hours per annum.

21.44 The Employer may approve additional paid travel time to a medical facility in Western Australia where the Employee can demonstrate to the satisfaction of the Employer that more travel time is warranted.

21.45 The provisions of clauses 21.43 and 21.44 are not available to Employees whilst on leave without pay or sick leave without pay.

21.46 The provisions of clauses 21.43 and 21.44 apply as follows:

- (a) An Employee employed on a fixed term contract for a period greater than twelve months, shall be credited with the same entitlement as a permanent Employee for each full year of service and pro rata for any residual portion of employment.
- (b) An Employee employed on a fixed term contract for a period less than twelve months shall be credited with the same entitlement on a pro-rata basis for the period of employment.
- (c) A part time Employee shall be entitled to the same entitlement as a full time Employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.
- (d) The provisions do not apply to casual Employees.

#### **22. FAMILY AND DOMESTIC VIOLENCE LEAVE**

22.1 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.

22.2 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.

- 22.3 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**

- 22.4 (a) The meaning of family and domestic violence is in accordance with the definition of “family violence” in the *Restraining Orders Act 1997* (section 5A).
- (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
  - (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**

- 22.5 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.
- 22.6 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.
- 22.7 Subject to clauses 22.5 and 22.6, an Employee experiencing family and domestic violence will have access to 10 non-cumulative days per year of paid family and domestic violence leave, in addition to their existing leave entitlements.
- 22.8 Upon exhaustion of the leave entitlement in clause 22.7, Employees will be entitled to up to two days’ unpaid family and domestic violence leave on each occasion.
- 22.9 Family and domestic violence leave does not affect salary increment dates, personal leave entitlements, long service leave entitlements or annual leave entitlements.
- 22.10 Subject to the Employer’s approval of the application, family and domestic violence leave may be taken as whole or part days off.

- 22.11 Application of the leave entitlement for casual Employees will apply to the extent of their agreed working arrangements.

#### **Notice and Evidentiary Requirements**

- 22.12 The Employee shall give his or her Employer notice as soon as reasonably practicable of their request to take leave under this clause.
- 22.13 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.
- 22.14 Evidence may include a document issued by the police, a court, a legal service, a health professional, a counsellor, a financial institution, a family violence support service or a refuge service. A statutory declaration may also be provided.
- 22.15 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**

- 22.16 Subject to the leave provisions of this General Agreement and Award, an Employee experiencing family and domestic violence may use other leave entitlements.
- 22.17 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.
- 22.18 Forms of other paid leave include:
- (a) personal leave entitlements; and/or
  - (b) annual leave; and/or
  - (c) accrued long service leave; and/or
  - (d) accrued time off in lieu of overtime, flexi leave or banked hours.
- 22.19 Approval of leave without pay is subject to the provisions of this General Agreement and Award.

#### **Confidentiality**

- 22.20 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.
- 22.21 The Employer 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.

22.22 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.

22.23 This clause does not override any legal obligations to disclose information.

### **Contact Person**

22.24 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 name of any family and domestic violence contacts within the workplace.

### **Individual Support**

22.25 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 this General Agreement and 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.

22.26 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**

22.27 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.

22.28 With the exception of access to the Employer's EAP which is available to all Employees, the provisions of this clause are only applicable to Employees who are victims of family and domestic violence.

## **23. LEAVE LOADING – ANNUAL LEAVE**

23.1 This clause replaces clause 28 (8) of the Award for Employees not engaged on shift or commuted arrangements that incorporate leave loading.

23.2 Subject to clauses 23.5 and 23.7, a loading of 17.5% calculated on an Employee's normal rate of salary for a maximum of four weeks' annual leave shall be paid to Employees on the first pay period in December in the calendar year in which the leave accrues.

23.3 Payment of the loading is not made on additional leave granted to Employees including Between Term Leave provided for in clause 29 of the Award and clause 24 - Between Term Leave of this General Agreement.

- 23.4 The leave loading to be paid to Employees who are in the service of the Employer prior to or engaged after 1 January in each year shall be paid the leave loading anticipated to be due on 31 December of that year.
- 23.5 The maximum payment for the loading provided for in clause 23.2 shall not exceed a rate equivalent to 17.5% of four weeks' salary of a level 8.1 Employee as per Schedule 2 – General Division Salaries of the Public Service and Government Officers CSA General Agreement 2017 as at 1 January in the calendar year in which the leave accrues, in accordance with the following:

	<b>Maximum leave loading for annual leave:</b>	<b>Maximum</b>
(a)	Maximum leave loading payment in December 2017	\$1,761.80
(b)	Maximum leave loading payment in December 2018	\$1,775.22
(c)	Maximum leave loading payment in December 2019	\$1,788.64

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

$$\begin{array}{ccc}
 \text{Average hours of work per fortnight} & \times & \text{Maximum loading in accordance with} \\
 \text{in the calendar year in which the} & & \text{clause 23.5} \\
 \text{leave accrues} & & \\
 \hline
 75 & & 1
 \end{array}$$

- 23.7 (a) The loading is calculated on the rate of the normal fortnightly salary including any allowances, which are paid as a regular fortnightly or annual amount.
- (b) Any allowance paid to an Employee for undertaking higher duties is only included if the allowance is payable during any period of leave taken during the calendar year as provided for under clause 40 – Higher Duties Allowance of this General Agreement.
- 23.8 An Employee must refund any leave loading paid in December if the Employee resigns, or ceases employment, or where an Employee is dismissed prior to the 31 December of that year. This provision does not apply in the event of death of an Employee or if the Employee retires.
- 23.9 Where payment in lieu of accrued or pro rata annual leave is made on the death or retirement of an Employee, a loading calculated in accordance with the terms of this clause is to be paid on accrued and pro rata annual leave.
- 23.10 When an Employee resigns, or ceases employment, or where an Employee is dismissed, an annual leave loading shall be paid as follows:
- (a) Accrued entitlements to annual leave – a loading calculated in accordance with the terms of this clause for accrued leave is to be paid.

- (b) Pro rata annual leave – no loading is to be paid.

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

### **Transitional Arrangements**

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

- (a) When an Employee proceeds on accrued annual leave, the oldest leave accrued will be taken first.
- (b) When an Employee proceeds on accrued annual leave, they will continue to be paid the 17.5% annual leave loading upon proceeding on that leave.
- (c) The loading payable on accrued annual leave shall be at the rate applicable at the date the leave is commenced.
- (d) The maximum payment for the loading provided for in clause 23.12 (b) shall be a rate equivalent to 17.5% of four weeks' salary of a level 8.1 Employee as per Schedule 2 – General Division Salaries of the Public Service and Government Officers CSA General Agreement 2017 as at 1 January in the calendar year in which the leave commences, in accordance with the following:

	<b>Maximum leave loading for annual leave:</b>	<b>Maximum</b>
(i)	Commencing on or after the date of registration of this General Agreement	\$1,761.80
(ii)	Commencing on or after 1 January 2018	\$1,1775.22
(iii)	Commencing on or after 1 January 2019	\$1,788.64

- (e) Where an Employee resigns, or ceases employment, or where an Employee is dismissed, annual leave loading shall be paid for accrued annual leave, calculated in accordance with the provisions of clause 23 – Leave Loading – Annual Leave of this General Agreement.
- (f) The maximum payment is in addition to the loading paid in accordance with clause 23.2.

### **24. BETWEEN TERM LEAVE**

24.1 This clause replaces clause 29. - Between Term Leave of the Award.

24.2 For the purposes of this clause paid accrued leave shall mean paid time off between terms (including Term 4 and 1 of the following Year) for working a full roster during each preceding term.

- 24.3 In addition to clause 28. – Annual Leave of the Award, supervisory Employees shall be granted up to seven (7) weeks paid accrued leave each Year. This leave is to be taken between each school term to compensate for:
- (a) the nature of the supervisory duties;
  - (b) regular rostering of work on weekends and public holidays;
  - (c) being available for out of hours work and emergency duties;
  - (d) being available one (1) week before the commencement of the School Year;
  - (e) being available at all times that students were residing at the college prior to the school term or while awaiting transport home on the completion of the school term;
  - (f) attendance at weekend camps; and
  - (g) attendance at staff professional development activities held during the school vacation periods.
- 24.4 Supervisory Employees shall be granted paid accrued leave at the rate of one (1) day's pay for each completed week of rostered duty during the term, but the number of paid days shall not exceed seven (7) weeks in a calendar year.
- 24.5 Supervisory Employees commencing employment part way through a term can opt for pro rated paid accrued leave on the basis that pro rated accrued leave shall be granted at the rate of one (1) day's pay for each completed week of rostered duty during the term.
- 24.6 Where there is a shortfall in the number of paid accrued leave days to cover the term break, then an Employee can opt to have extended leave without pay, or continue working and undertake duties, including but not limited to, student development and recreation planning, premise caretaking, assisting with camps and excursions, skills development (training in Senior First Aid, 'LR' vehicle licence with F endorsement, Bronze Medallion/Surf Rescue Certificate, or other approved training), taking college bookings, college reception, stocktaking, data collection, records management or other appropriate duties.

## **25. MATERNITY LEAVE**

- 25.1 This clause replaces the parental leave provisions contained in clause 41. – Parental Leave of the Award.
- 25.2 **Eligibility**
- (a) (i) A pregnant permanent Employee, fixed term contract Employee or eligible casual Employee is entitled to unpaid maternity leave on the birth of a child.
  - (ii) The period of leave for a fixed term contract Employee shall not extend beyond the term of that contract.
  - (iii) An Employee is eligible, without concluding their maternity leave and resuming duty, for subsequent periods of maternity leave, including paid maternity leave, in accordance with the provisions of this clause.

- (b) A pregnant permanent or fixed term Employee must have completed twelve months' continuous service in the Public Sector immediately preceding the maternity leave in order to receive the forms of paid leave as provided for by this clause.
- (c) An Employee on a period of leave without pay unrelated to maternity leave must resume duties prior to being entitled to paid maternity leave in accordance with the eligibility entitlements.

25.3 (a) A pregnant eligible casual employee is entitled to unpaid maternity leave only.

- (b) For the purposes of this clause an "eligible casual employee" means a casual Employee employed by the Employer:

- (i) on a regular and systematic basis for several periods of employment with a break of no more than three months between each period of employment and where the combined length of the periods of employment are at least twelve months and the breaks of employment were the result of the Employer's initiative; or

- (ii) on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve months; and, but for the birth or adoption of a child, the Employee has a reasonable expectation of continuing engagement on a regular and systematic basis.

- (c) Service performed by an eligible casual employee for a Public Sector Employer shall count as service for the purposes of determining twelve months' continuous service as per clauses 25.2 and 25.3 where:

- (i) the eligible casual employee has become a permanent or fixed term contract Employee with the same Employer; and

- (ii) the break between the period of eligible casual employment and permanent or fixed term contract employment is no more than three months.

#### 25.4 **Notice Requirements**

- (a) An eligible Employee shall give at least eight weeks' written notice of:

- (i) their intention to proceed on paid or unpaid maternity leave;

- (ii) the date the Employee proposes to commence paid or unpaid maternity leave; and

- (iii) the period of leave to be taken.

- (b) An Employee who has given their Employer notice of their intention to take maternity leave shall provide the Employer with a medical certificate from a registered medical practitioner naming the Employee, confirming the pregnancy and the estimated date of birth.

- (c) An Employee is not in breach of clause 25.4 (a) by failing to give the required period of notice if such failure is due to the birth of the child taking place prior to the date the Employee had intended to proceed on maternity leave.



- (d) An Employee proceeding on maternity leave may elect to take a shorter period of maternity leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks' written notice is provided.

#### **25.5 General Entitlement to Maternity Leave**

- (a) Subject to the requirements of this clause an eligible Employee is entitled to 52 weeks' unpaid maternity leave.
- (b)
  - (i) Subject to the requirements of this clause an eligible Employee is entitled to 14 weeks' paid maternity leave that will form part of the 52 week unpaid entitlement;
  - (ii) The 14 week period of paid maternity leave is inclusive of any public holidays or repealed public service days in lieu falling within that time;
  - (iii) The period of paid maternity leave can be extended by the Employee taking double the leave on a half-pay basis and its effect is in accordance with clause 25.16.
- (c) An Employee must take maternity leave in one continuous period with the exception of:
  - (i) special temporary employment or special casual employment pursuant to clause 25.14 Employment During Unpaid Maternity Leave ; and
  - (ii) clause 25.9 Unpaid Special Maternity Leave.
- (d) 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.
- (e) Where less than the 52 weeks' maternity leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (f)
  - (i) Notwithstanding clause 25.5 (c) above, paid maternity leave may be taken in more than one period by an Employee who meets the requirements of clause 25.6 (d).
  - (ii) Unpaid maternity leave may be taken in more than one continuous period where the Employee undertakes special temporary employment or special casual employment in accordance with clause 25.14 – Employment During Unpaid Maternity Leave. In these circumstances, the provisions of clause 25.14 – Employment During Unpaid Maternity Leave shall apply.
- (g)
  - (i) Where both parents are employed in the Public Sector an entitlement to paid or unpaid maternity leave, adoption leave or other parent leave or parental leave provided for by another industrial agreement can be shared; and
  - (ii) the entitlement provided to the Employees shall not exceed the paid maternity, adoption or other parent leave quantum for one Employee or its half pay equivalent; and

- (iii) the Employees may only proceed on paid and/or unpaid Maternity, Adoption or other parent leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under clause 25.6 (d). This does not prevent an Employee from taking paid or unpaid partner leave as prescribed by clause 28 – Partner Leave of this General Agreement.

#### **25.6 Payment for Paid Maternity Leave**

- (a)
  - (i) Subject to clause 25.6 (c) a full time Employee proceeding on paid maternity leave is to be paid according to their ordinary working hours at the time of commencement of maternity leave. Shift and weekend penalty payments are not payable during paid maternity leave.
  - (ii) Subject to clause 25.6 (c) payment for a part time Employee is to be determined according to an average of the hours worked by the Employee over the preceding twelve months; or their ordinary working hours at the time of commencement of maternity leave, exclusive of shift and weekend penalties, whichever is greater.
- (b) An Employee may elect to receive pay in advance for the period of paid maternity leave at the time the maternity leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid maternity leave.
- (c)
  - (i) An Employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing paid maternity leave is to continue to receive the higher duties allowance for the first four weeks of paid maternity leave.
  - (ii) An Employee who is entitled to be paid higher duties allowance in accordance with clause 25.6 (c) (i) and elects to take paid maternity 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 maternity leave if the pregnancy results in other than a live child; or the Employee is incapacitated following the birth of the child; or the child dies or is hospitalised such that the Employee or the Employee's Partner is not providing principal care to the child.
- (e) Where an Employee is on a period of half pay maternity leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused paid maternity leave equivalent to the period of leave the Employee would have accessed had they been on full pay maternity leave when their termination occurred.
- (f) An Employee eligible for a subsequent period of paid Maternity Leave as provided for under clause 25.2 (a) (iii) shall be paid the maternity leave as follows:
  - (i) According to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid maternity leave; and
  - (ii) Not affected by any period of special temporary employment undertaken in accordance with clause 25.14.

## **25.7 Commencement of Maternity Leave**

- (a) The period of paid leave can commence up to six weeks prior to the expected date of birth of the child.
- (b) The period of unpaid leave can commence up to six weeks prior to the expected date of birth of the child or earlier if the Employer and Employee so agree, but must not start later than the birth of the child.
- (c)
  - (i) If the Employer has reason to believe that the continued performance of duties by a pregnant Employee renders danger to herself, fellow Employees or the public, the Employee may be required to obtain and provide a medical certificate stating that the Employee is fit to work in her present position for a stated period.
  - (ii) The Employer shall pay the fee for any such examination.
  - (iii) Where an Employee is deemed to be unfit to work in her present position, the provisions of clause 25.8 - Modification of Duties and Transfer to a Safe Job may apply.
- (d)
  - (i) Where the pregnancy of an Employee terminates other than by the birth of a living child, not earlier than 20 weeks before the expected date of the birth, the entitlement to paid maternity leave remains intact and subject to the eligibility requirements of this clause.
  - (ii) Such paid maternity leave cannot be taken concurrently with any paid personal leave taken in this circumstance.
- (e) The period of paid maternity leave must be concluded within twelve months of the birth of the child.
- (f)
  - (i) The Employer may in, in exceptional circumstances, allow an Employee to take paid maternity leave that will result in the Employee being on paid Maternity Leave more than twelve months after the birth of the child.
  - (ii) An Employer may require evidence that would satisfy a reasonable person that the circumstances warrant allowing the Employee to take their period of paid maternity leave such that it would result in the Employee being on paid maternity leave more than twelve months after the birth of the child.

## **25.8 Modification of Duties and Transfer to a Safe Job**

- (a)
  - (i) A pregnant Employee may work part time in one or more periods whilst she is pregnant where she provides her Employer with a medical certificate from a medical practitioner advising that part time employment is, because of her pregnancy, necessary or preferable.
  - (ii) The terms of part time employment undertaken in accordance with clause 25.8 (a) (i) shall be in writing.
  - (iii) Such employment shall be in accordance with clause 10 – Part-Time Employment of the Award and clause 15 – Part Time Employment of this General Agreement.

- (b) In the absence of an alternative requirement, and unless otherwise agreed between an Employer and Employee, an Employee shall provide their Employer with four weeks' written notice of an intention to:
  - (i) vary part time work arrangements made under clause 25.8 (a); or
  - (ii) revert to full time employment during the Employee's pregnancy.
- (c) An Employee reverting to full time employment in accordance with clause 25.8 (b) (ii) will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Employee's skill and abilities as the substantive position held immediately prior to undertaking part time employment.
- (d) If an Employee gives her Employer a medical certificate from a medical practitioner, or some other form of evidence that would satisfy a reasonable person, and it contains a statement to the effect that the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
  - (i) illness, or risks, arising out of her pregnancy; or
  - (ii) hazards connected with that position;

then the Employer must modify the duties of the position or alternatively transfer the Employee to a safe job at the same classification level for the period during which she is unable to continue in her present position.
- (e) If an Employee's Employer does not think it to be reasonably practicable to modify the duties of the position or transfer the Employee to a safe job;
  - (i) the Employee is entitled to be absent from the workplace on full pay for the period during which she is unable to continue in her present position.
  - (ii) An entitlement to be absent from the workplace on full pay as at clause 25.8 (e) (i) applies to an eligible casual Employee.
  - (iii) An Employee who is absent from work pursuant to this subclause shall be paid the amount she would reasonably have expected to be paid if she had worked during that period.
- (f) An entitlement to be absent from the workplace on full pay is in addition to any leave entitlement the Employee has.
- (g) An entitlement to be absent from the workplace on full pay ends at the earliest of whichever of the following times is applicable:
  - (i) the end of the period stated in the medical certificate;
  - (ii) if the Employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; or
  - (iii) if the Employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

## **25.9 Unpaid Special Maternity Leave**

- (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.
- (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 clause 25.9(a).
- (e) Without limiting clause 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 clause 25.5 is not reduced by the amount of any unpaid special maternity leave taken by the Employee while the Employee was pregnant.

## **25.10 Interaction with Other Leave Entitlements**

- (a) An Employee proceeding on unpaid maternity leave may elect to substitute any part of that leave with accrued annual and/or accrued long service leave.
- (b) Where annual and/or long service leave is substituted that leave shall form part of the 52 weeks' maternity leave entitlement.
- (c) Personal leave is not payable on a period of paid or unpaid maternity leave.

## **25.11 Extended Unpaid Maternity Leave**

- (a) An Employee is entitled to apply for leave without pay following maternity leave ("extended unpaid maternity leave") to extend their leave by up to two years.
- (b) Approval for an extension to unpaid maternity leave will be subject to all other available leave entitlements being exhausted.
- (b) Where both parents work for the Public Sector the total combined period of extended unpaid maternity, adoption and extended other parent leave shall not exceed two years.

- (c) The Employer is to agree to a request for extended unpaid maternity leave unless:
  - (i) the Employer is not satisfied that the request is genuinely based on the Employee's parental responsibilities; or
  - (ii) agreeing to the request would have an adverse impact on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.
- (d) The Employer is to give the Employee written notice of the Employer's decision on a request for extended unpaid maternity leave under clause 25.11 (a). If the request is refused, the notice is to set out the reasons for the refusal.
- (e) An Employee who believes their request for extended unpaid maternity leave under clause 25.11 has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.

#### **25.12 Communication during Maternity Leave**

- (a) If the Employer makes a decision that will have a significant effect on the status, responsibility level, pay or location of an Employee's position whilst on maternity leave, the Employer must take all reasonable steps to give the Employee information about, and an opportunity to discuss, the effect of the decision on that position.
- (b) An Employee shall also notify the Employer of changes of address or other contact details that might affect the Employer's capacity to comply with clause 25.12 (a).

#### **25.13 Replacement Employee**

- (a) Should a Replacement employee be engaged, the Replacement employee is to be informed prior to engagement of the fixed-term nature of the employment and of the rights of the Employee, who is being replaced, including that the engagement may be subject to variation according to clause 25.4 (d) and ability to extend unpaid maternity leave as provided for under clause 25.11.

#### **25.14 Employment During Unpaid Maternity Leave**

- (a) Special Temporary Employment
  - (i) For the purposes of this subclause, "temporary" means employment of an intermittent nature; for a limited, specified period; and undertaken during unpaid maternity leave or extended unpaid maternity leave.
  - (ii) Notwithstanding any other provision of the maternity leave clause, an Employee may be employed by their Employer on a temporary basis provided that:
    - (aa) both parties agree in writing to the special temporary employment;
    - (bb) public service officers are only employed on a temporary basis in connection with their substantive office, post or position;
    - (cc) any such period of service shall not change the Employee's employment status in regard to their substantive employment; and

- (dd) any period of special temporary employment shall count as qualifying service for all purposes under the Award and this General Agreement.
- (b) Special Casual Employment
  - (i) For the purposes of clause 25.14, “casual” means employment on an hourly basis, for a period not exceeding four weeks in any period of engagement, for which a casual loading is paid. It excludes employment undertaken in accordance with clause 25.14 (a) – Special Temporary Employment.
  - (ii) An Employee can be engaged on special casual employment provided that:
    - (aa) both parties agree in writing to the special casual employment;
    - (bb) Employees are employed at the level commensurate to the level of the available position under this General Agreement;
    - (cc) in the case of a fixed term contract Employee, the period of the casual employment is within the period of the current fixed term contract;
    - (dd) any such period of service shall not break the Employee’s continuity of service nor change the Employee’s employment status in regard to their substantive employment; and
    - (ee) any period of special casual employment shall not count as qualifying service other than with respect to entitlements a casual Employee would ordinarily be entitled to for any other purpose under any relevant award, agreement or industrial instrument.
- (c) The provisions of this clause only apply to employment during unpaid maternity leave, and extended unpaid maternity leave taken in conjunction with maternity leave as provided for in clause 25.11 – Extended Unpaid Maternity Leave.
- (d) An Employer cannot engage an Employee in special temporary employment or special casual employment whilst the Employee is on a period of paid maternity leave, annual leave, or long service leave taken concurrently with a period of unpaid maternity leave.
- (e) Effect of special temporary employment and special casual employment on unpaid maternity leave
  - (i) Subject to clause 25.14 (e) (ii), a period of special temporary employment or special casual employment shall be deemed to be part of the Employee’s period of unpaid maternity leave or extended unpaid maternity leave as originally agreed to by the parties.
  - (ii) An Employee who immediately resumes unpaid maternity leave or extended unpaid maternity leave following the conclusion of a period of special temporary employment or special casual employment:
    - (aa) is entitled, on written notice, to extend their period of unpaid maternity leave or extended unpaid maternity leave by the period of

time in which they were engaged in special temporary employment or special casual employment; and

- (bb) shall give not less than four weeks notice in writing to their Employer of the new date they intend to return to work and so conclude their period of maternity leave or extended unpaid maternity leave.
- (iii) An Employee who does not immediately resume their period of unpaid maternity leave or extended unpaid maternity leave at the conclusion of a period of special temporary employment or special casual employment cannot preserve the unused portion of leave for use at a later date.

#### **25.15 Return to Work on Conclusion of Maternity Leave**

- (a)
  - (i) An Employee shall confirm their intention in writing to conclude their maternity leave not less than four weeks prior to the expiration of maternity leave or extended unpaid maternity leave.
  - (ii) An Employee who intends to return to work on a modified basis in accordance with clause 25.15 (d) shall advise their Employer of this intention by notice in writing not less than four weeks prior to the expiration of maternity leave or extended unpaid maternity leave.
- (b) An Employee on return to work following the conclusion of maternity leave or extended unpaid maternity leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Employee's skill and abilities as the substantive position held immediately prior to proceeding on maternity leave.
- (c) Where an Employee was transferred to a safe job or was absent from the workplace on full pay as provided for in clause 25.8 – Modification of Duties and Transfer to a Safe Job, the Employee is entitled to return to the position occupied immediately prior to the transfer or their absence from the workplace on full pay.
- (d) Right to Return to Work on a Modified Basis
  - (i) An Employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position as determined by the Employer at the same classification level in accordance with the part time employment provisions of the Award and this General Agreement.
  - (ii) An Employee may return on a modified basis that involves the Employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the Employee worked immediately before starting maternity leave.
- (e) Right to Revert
  - (i) An Employee who has returned on a part time or modified basis in accordance with clause 25.15 (d) may subsequently request permission from the Employer to resume working on the same basis as the Employee worked immediately before starting maternity leave or full time work at the same classification level.



- (ii) A request made under clause 25.15 (e) (i) must be in writing and must be made at least four weeks before the day on which the Employee wishes to resume working on the same basis as the Employee worked immediately before starting maternity leave or full time work at the same classification level.
  - (iii) An Employer is to agree to a request to revert made under clause 25.15 (e) (i) unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.
  - (iv) An Employer is to give the Employee written notice of the Employer's decision on a request to revert under clause 25.15 (e) (i). If the request is refused, the notice is to set out the reasons for the refusal.
  - (v) An Employee who believes their request to revert under 25.15 (e) (i) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.
- (f) Employer Requirement to Revert
- (i) If, on finishing maternity leave, an Employee has returned to work on a modified basis in accordance with clause 25.15 (d) the Employer may subsequently require the Employee to resume working on the same basis as the Employee worked immediately before starting maternity leave.
  - (ii) A requirement can be made under clause 25.15 (f) (i) only if:
    - (aa) the requirement is made on grounds relating to the adverse effect that the Employee continuing to work on a modified basis would have on the conduct of the operations or business of the Employer and those grounds would satisfy a reasonable person; or
    - (bb) the Employee no longer has a child who has not reached the compulsory education period as defined in section 6 of the *School Education Act 1999*.

#### **25.15 Effect of Maternity Leave on the Contract of Employment**

- (a) (i) Paid maternity leave will count as qualifying service for all purposes under the Award and this General Agreement.
- (ii) Qualifying service for any purpose under the Award or this General Agreement is to be calculated according to the number of weeks of paid maternity leave that were taken at full pay or would have been had the Employee not taken paid maternity leave at half pay. Employees who take paid maternity leave on half pay do not accrue award, agreement or other entitlements beyond those that would have accrued had they taken the leave at full pay.
- (b) (i) Absence on unpaid maternity leave or extended unpaid maternity leave shall not break the continuity of service of Employees.

- (ii) Where an Employee takes a period of unpaid maternity leave or extended unpaid maternity leave exceeding 14 calendar days in one continuous period, the entire period of such leave shall not be taken into account in calculating the period of service for any purpose under any relevant award, agreement or industrial instrument. Periods of unpaid leave of 14 days or less shall, however, count for service.
- (c) An Employee on maternity leave may terminate employment at any time during the period of leave by written notice in accordance with clause 8 – Contract of Service of the Award.
- (d) An Employer shall not terminate the employment of an Employee on the grounds of the Employee's application for maternity leave or absence on maternity leave but otherwise the rights of the Employer in respect of termination of employment are not affected.

## **26. ADOPTION LEAVE**

26.1 This clause replaces the parental leave provisions contained in clause 41 – Parental Leave of the Award.

### **26.2 Eligibility**

- (a)
  - (i) A permanent employee, fixed term contract employee or eligible casual employee is entitled to 52 weeks unpaid adoption leave on the placement of a child for adoption as provided for under this clause.
  - (ii) The period of leave granted to a fixed term contract Employee shall not extend beyond the term of that contract.
  - (iii) An Employee is eligible, without concluding their adoption leave and resuming duty, for subsequent periods of adoption leave, including paid adoption leave, in accordance with the provisions of this clause.
- (b) A permanent or fixed term contract Employee must have completed twelve months' continuous service in the Public Sector immediately preceding the adoption leave in order to receive the forms of paid leave as provided for by this clause.
- (c) An Employee on a period of leave without pay unrelated to adoption leave must resume duties prior to being entitled to paid adoption leave in accordance with the eligibility entitlements.
- (d) An eligible casual employee as defined under clause 25.3 is entitled to unpaid adoption leave as provided by this clause.

### **26.3 General entitlement to Adoption Leave**

- (a) Subject to the requirements of this clause an eligible Employee is entitled to 52 weeks unpaid adoption leave.
- (b)
  - (i) Subject to the requirements of this clause an eligible Employee is entitled to 14 weeks paid adoption leave that will form part of the 52 week unpaid entitlement.

- (ii) The 14 week period of paid adoption leave is inclusive of any public holidays or repealed public service days in lieu falling within that time.
- (iii) The period of paid adoption leave can be extended by the Employee taking double the leave on a half-pay basis and its effect is in accordance with clause 25.16 – Effect of Maternity Leave on the Contract of Employment.
- (c) An Employee must take adoption leave in one continuous period with the exception of special temporary employment or special casual employment pursuant to clause 25.14 – Employment During Unpaid Maternity Leave.
- (d) 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.
- (e) Where less than the 52 weeks' adoption leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (f) Unpaid adoption leave may be taken in more than one continuous period where the Employee undertakes special temporary employment or special casual employment in accordance with the provisions at clause 25.14 – Employment During Unpaid Maternity Leave. In these circumstances, the provisions of clause 25.14 – Employment During Unpaid Maternity Leave shall apply.
- (g)
  - (i) Where both parents are employed in the Public Sector an entitlement to paid or unpaid maternity leave, adoption leave or other parent leave or parental leave provided for by another industrial agreement can be shared; and
  - (ii) the entitlement provided to the Employees shall not exceed the paid maternity, adoption or other parent leave quantum for one Employee or its half pay equivalent; and
  - (iii) the Employees may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under clause 25.6 (d). This does not prevent an Employee from taking paid or unpaid partner leave as prescribed by clause 28 – Partner Leave of this General Agreement

#### **26.4 Payment for Paid Adoption Leave**

- (a)
  - (i) Subject to clause 26.4 (c) a full time Employee proceeding on paid adoption leave is to be paid according to their ordinary working hours at the time of commencement of adoption leave. Shift and weekend penalty payments are not payable during paid adoption leave.
  - (ii) Subject to clause 26.4 (c), payment for a part time Employee is to be determined according to an average of the hours worked by the Employee over the preceding twelve months; or their ordinary working hours at the time of commencement of adoption leave, exclusive of shift and weekend penalties, whichever is greater.
- (b) An Employee may elect to receive pay in advance for the period of paid adoption leave at the time the adoption leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid adoption leave.

- (c) (i) An Employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing paid adoption leave, is to continue to receive the higher duties allowance for the first four weeks of paid adoption leave.
- (ii) An Employee who is entitled to be paid higher duties allowance in accordance with clause 26.4 (c) (i) and elects to take paid adoption leave at half pay will be paid the higher duties allowance at the full rate for the first four weeks only.
- (d) Where an Employee is on a period of half pay adoption leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused paid adoption leave equivalent to the period of leave the Employee would have accessed had they been on full pay adoption leave when their termination occurred.
- (e) An Employee eligible for a subsequent period of paid adoption leave as provided for under clause 26.2 (a) (iii) shall be paid the adoption leave as follows:
  - (i) According to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid adoption leave; and
  - (ii) Not affected by any period of special temporary employment or special casual employment undertaken in accordance with clause 25.14.
- (f) Where less than the 52 weeks' adoption leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (g) An eligible casual employee provided for under clause 26.2 (d) is not entitled to paid adoption leave.
- (h) The "day of placement", in relation to the adoption of a child by an Employee, means the earlier of the following days:
  - (i) the day on which the Employee first takes custody of the child for the adoption;
  - (ii) the day on which the Employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- (i) An Employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the Employee for adoption:
  - (i) is, or will be, under 16 years old as at the day of placement, or the expected day of placement, of the child; and
  - (ii) has not, or will not have, lived continuously with the Employee for a period of six months or more as at the day of placement, or the expected day of placement, of the child; and.
  - (iii) is not (otherwise than because of the adoption) a child or stepchild of the Employee or the Employee's Partner.

- (j) (i) An Employee seeking to adopt a child is entitled to two days' unpaid leave to attend interviews or examinations required for the adoption procedure.
- (ii) An Employee working or residing outside of the Perth metropolitan area is entitled to an additional day's unpaid leave.
- (iii) The Employee may take any paid leave entitlement to which the Employee is entitled to in lieu of this leave.
- (k) (i) If an application for adoption leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid adoption leave is terminated.
- (ii) Employees may take any other paid leave entitlement to which they are entitled in lieu of the terminated adoption leave or return to work.

#### 26.5 Commencement of Adoption Leave

- (a) An eligible Employee can commence adoption leave from the day of placement of the child.
- (b) The period of paid adoption leave must conclude within twelve months of the day of placement except under exceptional circumstances as provided under clause 25.7 (f) of the maternity leave clause, but as it relates to adoption leave.

#### 26.6 Notice and Variation Requirements

- (a) An Employee shall give no less than eight weeks' written notice to the Employer of:
  - (i) the date the Employee proposes to commence paid or unpaid adoption leave; and
  - (ii) the period of leave to be taken.
- (b) An Employee is not in breach of clause 26.6 (a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- (c) An Employee proceeding on adoption leave may elect to take a shorter period of adoption leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks' written notice is provided.

#### 26.7 Other Provisions

The following provisions, as provided under clause 25 – Maternity Leave of this General Agreement, have application to adoption leave:

- (a) clause 25.10 – Interaction with Other Leave Entitlements;
- (b) clause 25.11 – Extended Unpaid Maternity Leave;
- (c) clause 25.12 – Communication during Maternity Leave;
- (d) clause 25.13 – Replacement Employee;

- (e) clause 25.14 – Employment During Unpaid Maternity Leave;
- (f) clause 25.15 – Return to Work on Conclusion of Maternity Leave; and
- (g) clause 25.16 – Effect of Maternity Leave on the Contract of Employment.

## **27. OTHER PARENT LEAVE**

- 27.1
- (a) This clause replaces the parental leave provisions, contained in clause 41 – Parental Leave of the 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 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 25.5 or adoption leave under clause 26.3, is the other parent and has a responsibility for the care of the child under the age of twelve months or a newly adopted child the provisions of this clause will apply.
  - (ii) An Employee must be the primary care giver of the child to access paid other parent leave.
  - (iii) The 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 , 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 Employee, fixed term contract Employee 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 care giver 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 Public Sector immediately preceding the other parent leave in order to receive the forms of paid leave as provided for by this clause.
- (e) An Employee on a period of leave without pay unrelated to other parent leave must resume duties prior to being entitled to paid other parent leave in accordance with the eligibility entitlements.

### 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.
- (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 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 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 25.14 – Employment During Unpaid Maternity Leave.
- (d) 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.
- (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 related 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 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.
- (h)
  - (i) Where both parents are employed in the Public Sector an entitlement to paid or unpaid maternity leave, adoption leave or other parent leave or Parental Leave provided for by another industrial agreement can be shared; and
  - (ii) the entitlement provided to the employees shall not exceed the paid maternity, adoption or other parent leave quantum for one employee or its half pay equivalent; and
  - (iii) the employees may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under clause 27.3 (i). This does not prevent an Employee from taking paid or unpaid partner leave as prescribed by clause 28 – Partner Leave of this General Agreement
- (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.
  - (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).
- (j) An eligible casual employee provided for under clause 25.3 (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.



- (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.
  - (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 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.
- (f) An Employee eligible for a subsequent period of paid other parent leave as provided for under clause 27.2 (c) (iv) shall be paid the other parent leave as follows:
  - (i) According to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid other parent leave; and
  - (ii) Not affected by any period of special temporary employment or special casual employment undertaken in accordance with clause 25.14 – 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 27.2 (b) is not entitled to paid other parent leave.

#### **27.5 Commencement of Other Parent Leave**

- (a) An eligible Employee 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.

## **27.6 Notice and Variation Requirements**

- (a) An Employee shall give no less than eight weeks' written notice to the Employer of:
  - (i) the date the Employee proposes to commence paid or unpaid other parent leave; and
  - (ii) the period of leave to be taken.
- (b)
  - (i) An Employee is not in breach of clause 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;
- (b) clause 25.11 – Extended Unpaid Maternity Leave;
- (c) clause 25.12 – Communication during Maternity Leave;
- (d) clause 25.13 – Replacement Employee;
- (e) clause 25.14 – Employment During Unpaid Maternity Leave;
- (f) clause 25.15 – Return to Work on Conclusion of Maternity Leave; and
- (g) clause 25.16 – Effect of Maternity Leave on the Contract of Employment.

## **28. PARTNER LEAVE**

28.1 An Employee who is not taking maternity leave, adoption leave or other parent leave is entitled to one week's partner leave as prescribed by this clause in respect of the:

- (a) birth of a child to the Employee's Partner; or

- (b) adoption of a child who is not the natural child or the stepchild of the Employee and/or the Employee's Partner; is under the age of 16; and has not lived continuously with the Employee for six months or longer.

28.2 Subject to available credits, the entitlement to one week's partner leave may be taken as:

- (a) paid personal leave, subject to clause 28.7 of this General Agreement;
- (b) paid annual and/or long service leave;
- (b) paid accrued time off in lieu; and/or
- (c) unpaid partner leave.

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

28.4 (a) Subject to clause 28.4 (b), the taking of partner leave by an Employee shall have no effect on their or their Partner's entitlement, where applicable, to access paid maternity leave as provided by clause 25 - Maternity Leave, paid adoption leave as provided for by clause 26 - Adoption Leave or paid other parent leave as provided for by clause 27 - Other Parent Leave of this General Agreement.

- (b) Where applicable, unpaid partner leave taken by an Employee shall be counted as part of the Employee's other parent leave entitlement.

28.5 Any public holidays or days in lieu of the repealed public service holidays that fall during partner leave shall be counted as part of the partner leave and do not extend the period of partner leave.

28.6 The taking of accrued time off in lieu for partner leave purposes shall be subject to the provisions of clause 9 – Hours of Duty of the Award, where applicable.

#### **Personal Leave**

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

28.8 The right to access personal leave credits for partner leave purposes does not affect an Employee's right to take more than five days personal leave for the purposes provided for in clause 21 – Personal Leave of the General Agreement.

#### **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 or placement of the child.
- 28.11 The Employer is to agree to an Employee's request to extend their unpaid partner leave made under clause 28.9 unless:
- (a) having considered the Employee's circumstances, the Employer is not satisfied that the request is genuinely based on the Employee's parental responsibilities; or
- (b) there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:
- (i) cost;
- (ii) lack of adequate replacement staff;
- (iii) loss of efficiency; and
- (iv) impact on the production or delivery of products or services by the Employer.
- 28.12 The Employer is to give the Employee written notice of the Employer decision on a request to extend their unpaid partner leave. If the Employee's request is refused, the notice is to set out the reasons for the refusal.
- 28.13 An Employee who believes their request to extend unpaid partner leave has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.
- 28.14 Where the Employer agrees to an Employee's request to extend their period of unpaid partner leave under clause 28.9 (b), the Employer must allow an Employee to elect to substitute any part of that period of unpaid partner leave with accrued annual leave, long service leave or time off in lieu.
- 28.15 An Employee on unpaid partner leave is not entitled to paid personal leave.

#### **Notice**

- 28.16 (a) The Employee shall give not less than four weeks' notice in writing to the Employer of the date the Employee proposes to commence partner leave, stating the period of leave to be taken.
- (b) An Employee who has given the Employer notice of their intention to take partner leave shall provide the Employer with a medical certificate from a registered medical practitioner naming the Employee, or the Employee's Partner, confirming the pregnancy and the estimated date of birth.

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

- 28.17 The provisions of clause 25.16 of clause 25 - Maternity Leave of this General Agreement concerning the effect of partner leave on the contract of employment shall apply to Employees accessing partner leave, with such amendment as necessary.

### **Eligible Casual Employees**

- 28.18 An eligible casual employee, as defined in clause 25.3 of clause 25 – Maternity Leave of this General Agreement, is only entitled to unpaid partner leave.

## **29. UNPAID GRANDPARENTAL LEAVE**

- 29.1 For the purposes of this clause “primary care giver” means the Employee who will assume the principal role for the care and attention of a grandchild.
- 29.2 An Employee is entitled to a period of up to 52 weeks continuous unpaid grandparental leave in respect of the:
- (a) birth of a grandchild of the Employee; or
  - (b) adoption of a grandchild of the Employee, being a child who is not the natural grandchild or grand-stepchild of the Employee, is under the age of five and has not lived continuously with its adoptive parents for six months or longer.

### **Primary Care Giver Status**

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

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

- 29.4 Commencement of unpaid grandparental leave may occur any time within 24 months following the birth or placement of the Employee’s grandchild.
- 29.5 (a) The Employee shall give not less than four weeks’ notice in writing to the Employer of the date the Employee proposes to commence unpaid grandparental leave, stating the period of leave to be taken.
- (b) The notice period in clause 29.5 (a) may be waived by the Employer in exceptional circumstances.
- 29.6 An Employee may request and the Employer may agree to an Employee taking grandparental leave on a part time basis provided:

- (a) the Employee is their grandchild's primary care giver on those days for which care is provided by the Employee; and
- (b) the Employee's leave concludes no later than 52 weeks after the commencement of the period of grandparental leave.

#### **Other Entitlements**

29.7 The following provisions contained in clause 25 – Maternity Leave of this General Agreement shall be read in conjunction with this clause, with such amendment as is necessary.

- (a) clause 25.12 – Communication During Maternity Leave.
- (b) clause 25.13 – Replacement Employee
- (c) clauses 25.15 (a) (ii) (b) – Return to Work on Conclusion of Maternity Leave.
- (d) clause 25.16 – Effect of Maternity Leave on the Contract of Employment.

29.8 The entitlement to grandparental leave is as prescribed in this clause. Other than as specified in clause 29.7, an Employee has no entitlement to the provisions contained in clause 25 – Maternity Leave in this General Agreement with respect to the birth or adoptive placement of their grandchild.

#### **30. EARLY ACCESS TO PRO RATA LONG SERVICE LEAVE**

30.1 This clause is to be read in conjunction with clause 30 – Long Service Leave of the Award.

30.1 For the purposes of this subclause, 'Employee' includes full time, part time, permanent and fixed term contract Employees.

30.2 Subject to clauses 12 - Cash Out of Accrued Long Service Leave Entitlement, 13 - Long Service Leave on Double Pay and clause 25 (14) (d) – Long Service Leave of the Award, Employees within seven years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with the Employer, choose early access to their long service leave at the rate of 9.28 days per completed twelve month period of continuous service for full time Employees.

30.3 Part time Employees have the same entitlement as full time Employees, with their entitlement calculated on a pro rata basis according to any variations to their ordinary working hours during the accrual period.

30.4 Early access to pro rata long service leave does not include access to long service leave to which the Employee has become entitled, or accumulated prior to being within seven years of their preservation age.

30.5 Under this clause, long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.

30.6 Employees may, by agreement with the Employer, clear long service leave in minimum periods of one day.

30.7 Where Employees access pro rata long service leave, any period of leave taken will be excised for the purpose of continuous service in accordance with clause 25 (4) of the Award.

30.8 This subclause shall operate from 26 October 2004.

### **31. BEREAVEMENT LEAVE**

31.1 The provisions contained in this clause replace those contained in clause 35(5). - Bereavement Leave of the Award.

31.2 An Employee requiring more than two days bereavement leave in order to travel interstate or overseas in the event of the death interstate or overseas of a member of the Employee's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the Employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

## **PART 6: ALLOWANCES**

### **32. PUBLIC SECTOR FIRST AID ALLOWANCE**

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

(a) 'appointed' means the Employer has formally assigned an Employee, who is suitably qualified in first aid, to the position of first aid Employee; and the Employee has agreed to take on the responsibilities of providing first aid in the workplace, as determined by the Employer;

(b) 'deputy first aid Employee' means an Employee who has been appointed by the Employer to take on first aid responsibilities in a workplace when the first aid Employee is unable to do so;

(c) 'suitably qualified in first aid' means holding a current statement of attainment that satisfies the national training requirement HLTFA301C – Apply First Aid. This includes, but is not limited to, the successful completion of the two Day Senior First Aid – St John Ambulance Association; or the Senior First Aid (Workplace Level 2) – Australian Red Cross Society training courses.

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

32.2 An Employee who has been appointed by the Employer to be the first aid Employee in a workplace shall be paid a Public Sector first aid allowance of 1% of the gross hourly salary of a level 1.8 Employee as set out in Schedule 2 – General Division Salaries of the Public Service and Government Officers CSA General Agreement 2017.

32.3 An eligible part time Employee is entitled to this allowance on a pro rata basis

32.4 The Public Sector first aid allowance shall be paid to either the appointed first aid Employee or the deputy first aid Employee in a workplace. The deputy first aid Employee shall not be paid the first aid allowance for any period in which the allowance is paid to the appointed first aid Employee.

- 32.5 A deputy first aid Employee is to be paid the Public Sector first aid allowance where the Employer has agreed to them taking on the first aid responsibilities in a workplace due to the inability of the appointed first aid Employee to do so. For example, where the appointed first aid Employee is on annual or long service leave, or extended personal leave.

### **33. HIGHER DUTIES ALLOWANCE**

- 33.1 This clause replaces clause 21. – Higher Duties Allowance of the Award.

- 33.2 Subject to clause 33.3 an Employee who is directed by the Employer to act in an office which is classified higher than the Employee's own substantive office and who performs the full duties and accepts the full responsibility of the higher office for a continuous period of five (5) consecutive working days or more, shall, subject to the provisions of this clause, be paid an allowance equal to the difference between the Employee's own salary and the salary the Employee would receive if the Employee was permanently appointed to the office in which the Employee is so directed to act.

- 33.3 (a) An Employee who is directed to act in a higher classified office but who is not required to carry out the full duties of the position and/or accept the full responsibilities, shall be paid such proportion of the allowance provided for in clause 33.2 as the duties and responsibilities performed bear to the full duties and responsibilities of the higher office. Provided that the Employee shall be informed, prior to the commencement of acting in the higher classified office, of the duties to be carried out, the responsibilities to be accepted and the allowance paid.

- (b) The allowance paid may be adjusted during the period of higher duties.

- 33.4 Where the full duties of a higher office are temporarily performed by two (2) or more Employees they shall each be paid an allowance as determined by the Employer.

- 33.5 Where an Employee is directed to act in an office which has an incremental range of salaries such Employee shall be entitled to receive an increase in higher duties allowance equivalent to the annual increment the Employee would have received had the Employee been permanently appointed to such office; provided that acting service with allowance for acting in offices for the same classification or higher than the office during the eighteen months preceding the commencement of so acting shall aggregate as qualifying service towards such an increase in the allowance.

- 33.6 Where an Employee who has qualified for payment of higher duties allowance under this clause is required to act in another office or other offices classified higher than the Employee's own for periods less than five (5) working days without any break in acting service, such Employee shall be paid higher duties allowance for such periods; provided the payment shall be made at the highest rate of the Employee has been paid during the term of continuous acting or at the rate applicable to the office in which the Employee is currently acting – whichever is the lesser.

- 33.7 Where an Employee who is in receipt of an allowance granted under this clause, and has been doing so for a continuous period of twelve months or more, proceeds on any period of paid leave and:

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



- (b) does not resume in the office immediately on return from leave, the Employee shall continue to receive the allowance for the period of leave accrued during the period of higher duties.
- 33.8 Where an Employee who is in receipt of an allowance granted under this clause for less than twelve months proceeds on a period of paid leave, whether in excess of the normal entitlement or not, the Employee shall continue to receive the allowance for the period of normal leave provided that:
  - (a) during the Employee's absence, no other Employee acts in the office in which the Employee was acting immediately prior to proceeding on leave; and
  - (b) the Employee resumes in the office immediately on return from leave.
- 33.9 For the purpose of clause 33.8, 'normal leave' means the period of paid leave an Employee would accrue in twelve months. It shall also include any public holidays and leave in lieu accrued during the preceding twelve months taken in conjunction with such paid leave.

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

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

#### **34. COMMUTED ALLOWANCES**

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

#### **35. DISTRICT ALLOWANCE**

- 35.1 This clause shall apply to Employees covered by the District Allowance (Government Officers) General Agreement 2010.
- 35.2 Clauses 35.3 to 35.6 of this General Agreement replace clauses 9.1.4 and 9.1.5 of the District Allowance (Government Officers) General Agreement 2010 respectively.
- 35.3 When an Employee is on approved annual leave, the Employee shall for the period of such leave, be paid the District Allowance to which the Employee would ordinarily be entitled.
- 35.4 When an Employee is on approved personal leave or bereavement leave, the Employee shall for the period of such leave, be paid the District Allowance to which the Employee would ordinarily be entitled to a maximum of two weeks unless the Employee, Employee's dependant/s or partial dependant/s remain in the district. Where the Employee, Employee's dependant/s or partial dependant/s remain in the district the District Allowance will continue to be paid.

- 35.5 Notwithstanding clause 35.4, an Employer may approve payment of a District Allowance for an Employee on approved personal leave in excess of two weeks where the Employer considers the payment being justified by the circumstances.
- 35.6 Except as otherwise provided in this clause, when an Employee is on long service leave or other approved leave with pay the Employee shall only be paid District Allowance for the period of such leave if the Employee, dependant/s or partial dependant/s remain in the district in which the Employee's headquarters are situated.
- 35.7 The parties agree that any increase to district allowance rates resulting from negotiations between the Government and Public Sector unions, including the Union, for a replacement for the District Allowance (Government Officers) General Agreement 2010 will be payable as per that replacement District Allowance General Agreement.

## **PART 7: REGIONAL PROVISIONS**

### **36. REGIONAL TRAINING AND DEVELOPMENT**

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

For the purposes of this clause:

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

- 36.2 The Employer shall:

- (a) Ensure that Regional Employees are, as far as reasonably practicable, provided with access to Training and Development opportunities having regard to that agency's operational requirements and opportunities provided to metropolitan based staff.
- (b) Ensure that Regional Employees are offered job related Training opportunities within their local area or by agreement, in another location. The Employer will cover all costs associated with the Training activity.

- (c) Where Employer initiated Development opportunities are provided away from the Employee's home base, cover costs to the extent of the provisions of clause 23 - Relieving Allowance of the Award.
  - (d) Ensure that registered redeployees located in regional areas are provided career transitional support, including ongoing professional Development opportunities.
- 36.3 Each Agency that employs people in regional areas in Western Australia will conduct a review into the accessibility to personal Development opportunities including Training and acting opportunities within twelve months of the registration of this General Agreement. The findings of these reviews will be provided to the Joint Consultative Committee.

## **PART 8: WORKFORCE MANAGEMENT**

### **37. REDEPLOYMENT AND REDUNDANCY**

- 37.1 The parties acknowledge that the *Public Sector Management Act 1994 (PSMA)* and the *Public Sector Management (Redeployment and Redundancy) Regulations 2014 (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.
- 37.2 The 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.
- 37.3 The Employer will seek to place Surplus employees in suitable positions in accordance with clause 37.2.
- 37.4 The Employer will provide Surplus employees with direct access to priority vacancies through the online Recruitment Advertising Management System.
- 37.5 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 provided with an appropriately skilled case manager/s, a skills audit and continual support to find Suitable employment.
- 37.6 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 Regulations with the written reason/s for the intended registration and the possible employment, placement and training options available to them.
- 37.7 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.

- 37.8 When a Registered employee enters the last three months of their Redeployment period, the Employer will notify the Union as soon as possible.
- 37.9 The parties agree that any disputes regarding the application of this clause or related redundancy and redeployment provisions of this General Agreement will be determined in accordance with the provisions of the Regulations.

### **38. REVIEW OF WORKING ARRANGEMENTS**

- 38.1 The parties agree to form a working group to examine the working arrangements and responsibilities of each of the classifications of Employees covered by the General Agreement.
- 38.2. The parties will complete the examination within 12 months of the registration of the General Agreement. The 12 month timeframe may be extended by the agreement of the parties.
- 38.3 the parties will examine the following issues:
- (a) hours of duty and rostering;
  - (b) classification of positions;
  - (c) suitability of the 25% commuted allowance; and
  - (d) suitability of current industrial instruments.
- 38.4 (a) The working group will determine its own operating procedures.
- (b) The working group will consist of at least one representative from the Employer and the Union.
- (c) The working group will consult with Employees, including union representatives, on an as needs basis.
- 38.5 The working group's findings will form the basis for further discussions.
- 38.6 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.

### **39. WORKLOAD MANAGEMENT**

- 39.1 The Employer is 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.

- 39.2 The objective of this clause is to ensure workload allocation is fair, manageable and without risk to health and safety.
- 39.3 The Employer shall take reasonable steps to ensure that Employees:
- (a) do not work excessive or unreasonable hours;
  - (b) are able to clear annual leave; and
  - (c) are paid or otherwise recompensed for work as provided for under the Award and this General Agreement.
- 39.4 Employees are required to perform, attain or sustain a standard of work that may be reasonably expected of them.
- 39.5 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;
  - (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) workers compensation claims lodged;
  - (k) personal leave usage;
  - (l) early retirement records;
  - (m) referral rates to 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.
- 39.6 Where Employee performance issues are identified these will be managed in accordance with an Employer's performance management policy and should take into account:
- (a) training and development;

- (b) application of skill and competencies;
  - (c) capacity to perform at a required level;
  - (d) individual accountability; and
  - (e) communication and feedback.
- 39.7 Workload issues including the relevant indicators and the associated monitoring and recording, shall be dealt with as a function of the Department's Joint Consultation Committee (JCC).
- 39.8 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.
- 39.9 The review team once established will conduct a workload survey for affected Employees covered by this General Agreement.
- 39.10 The review team will determine the content and scope of the workload survey based upon the criteria stated in clause 39.5.
- 39.11 A workload survey may only be conducted where a workload survey has not been completed in the previous 12 months.
- 39.12 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.
- 39.13 Broader consultation of the findings of the review team can be undertaken through the JCC

#### **40. UNION FACILITIES FOR UNION REPRESENTATIVES**

- 40.1 The Employer recognises the rights of the Union to organise and represent its members. Union representatives in the Employer have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing members' interests in the workplace, Employer and Union electorate.
- 40.2 The Employer recognises that, under the Union's rules, Union representatives are members of an Electorate Delegates Committee representing members within a Union electorate. A Union electorate may cover more than one agency.
- 40.3 The Employer will recognise Union representatives in the Employer and will allow them to carry out their role and function.
- 40.4 The Union will advise the Employer in writing the names of the Union representatives in the Employer.
- 40.5 The Employer shall recognise the authorisation of each Union representative in the Employer and shall provide them with the following:
- (a) Paid time off from normal duties to perform their functions as a Union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the electorate delegates committee and attend Union business in accordance with clause 46 – Leave to Attend Union Business of the Award.

- (b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, Internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal Employer protocols.
  - (c) A noticeboard for the display of Union materials including broadcast email facilities.
  - (d) Paid access to periods of leave for the purpose of attending Union training courses in accordance with clause 48 – Trade Union Training Leave of the Award. Country representatives will be provided with appropriate travel time.
  - (e) Notification of the commencement of new Employees, and as part of their induction, time to discuss the benefits of Union membership to them.
  - (f) Access to awards, agreements, policies and procedures.
  - (g) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.
- 40.6 The Employer recognises that it is paramount that Union representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a Union representative.
- 40.7 In addition to the provisions contained in clause 40.5 (e), the Employer shall provide the Union with time to discuss the benefits of Union membership with new Employees' as part of the Employees' formal induction program.

## **PART 9: CONSULTATIVE MECHANISMS**

### **41. JOINT CONSULTATIVE COMMITTEE**

- 41.1 The parties recognise the need for effective communication to improve the business/operational performance and working environment in the Employer.
- 41.2 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 Employer.
- 41.3 The parties confirm their ongoing commitment to the Joint Consultative Committee process.
- 41.4 The parties agree that:
- (a) for the purpose of this clause 'change' means situations where the Employer proposes to make a change(s) likely to affect an existing practice(s), working conditions or employment prospects of Employees;
  - (b) where the Employer proposes to make change(s), the Union and Employees affected shall be notified 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;

- (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 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) the Employer 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) the Employer 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 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).
- 41.5 The Employer will have a JCC comprising of the Employer or its nominee, Employer nominated representatives and Union nominated representatives, unless otherwise agreed between the Employer and the Union.
- 41.6 The JCC will convene within 28 days of a written request being received from either party.
- 41.7 The JCC will determine its own operating procedures.



41.8 JCC's will be a forum for consultation on issues such as:

- (a) development of workload management tools within the Employer;
- (b) industrial issues;
- (c) fixed term contract employment; casual employment and labour hire usage;
- (d) changes to work organisation and/or work practices occurring in the workplace;
- (e) Employer implementation of recommendations from Government decisions, policies and initiatives; and
- (f) Employer implementation of other aspects of this General Agreement.

41.8 Matters not resolved through the JCC can be referred to the provisions of clause 43 - Dispute Settlement Procedure of this General Agreement.

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

42.1 The *Public Sector Management Act 1994* requires Employers to comply with Approved Procedures established under the Act.

42.2 PSC will conduct a compliance review of Approved Procedure 5 - Approved Contracts for Services Procedures.

42.3 The findings of the review will be provided to the Peak Consultative Forum. Employers found to be non-compliant with Approved Procedure 5 as a result of the review will be directed to comply with the Procedure.

42.4 The parties agree to consult through the Peak Consultative Forum on any changes proposed to Approved Procedure 5 - Approved Contracts for Services Procedures.

## **PART 10: DISPUTE SETTLEMENT PROCEDURE**

### **43. DISPUTE SETTLEMENT PROCEDURE**

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

43.1 Any questions, difficulties or disputes arising under this General Agreement of Employees shall be dealt with in accordance with this clause.

43.2 The Employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three working days. An Employee may be accompanied by a Union representative.

43.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three working days. An Employee may be accompanied by a Union representative.

- 43.4 If the dispute is still not resolved, it may be referred by the Employee/s or Union representative to the Employer or his/her nominee.
- 43.5 Where the dispute cannot be resolved within five working days of the Union representative's referral of the dispute to the Employer or his/her nominee, either party may refer the matter to the WAIRC.
- 43.6 The period for resolving a dispute may be extended by agreement between the parties.
- 43.7 At all stages of the procedure the Employee may be accompanied by a Union representative.

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

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

**44. COPIES OF THE AWARD AND AGREEMENT**

- 44.1 Any Employee shall be entitled to have access to a copy of the Award and this General Agreement. The Employer shall make available access to or sufficient copies for this purpose.

**PART 2: SCHEDULES**

**SCHEDULE 1: SIGNATURES OF PARTIES**

Signed:

.....  
Signature

.....  
Date

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

Signed:

.....  
Signature

.....  
Date

**Sharyn O'Neill  
Director General  
Department of Education**

## SCHEDULE 2: SALARIES

### Department of Education (Residential College Supervisors) CSA General Agreement 2017

Levels	Current (2016 rates)	25% loading over 46 weeks	2017 Rates	25% loading over 46 weeks	2018 Rates	25% loading over 46 weeks
			\$1,000		\$1,000	
	13-Jun-16		13-Jun-17		13-Jun-18	
	\$ pa	\$ pa	\$ pa	\$ pa	\$ pa	\$ pa
<b>Supervisors</b>						
1st year of service	\$46,230	\$ 10,191	\$ 47,230	\$ 10,412	\$ 48,230	\$ 10,632
2nd year of service	\$46,774	\$ 10,311	\$ 47,774	\$ 10,532	\$ 48,774	\$ 10,752
3rd year of service or thereafter	\$47,318	\$ 10,431	\$ 48,318	\$ 10,652	\$ 49,318	\$ 10,872
<b>Senior Supervisors</b>						
<b>Grade A: 0 – 20</b>						
1st year of service	\$47,318	\$ 10,431	\$ 48,318	\$ 10,652	\$ 49,318	\$ 10,872
<b>Grade B: 21 – 80</b>						
1st year of service	\$51,170	\$ 11,280	\$ 52,170	\$ 11,501	\$ 53,170	\$ 11,721
2nd year of service or thereafter	\$52,997	\$ 11,683	\$ 53,997	\$ 11,904	\$ 54,997	\$ 12,124
<b>Grade C: - 81 – 130</b>						
1st year of service	\$54,130	\$ 11,933	\$ 55,130	\$ 12,153	\$ 56,130	\$ 12,374
2nd year of service or thereafter	\$54,965	\$ 12,117	\$ 55,965	\$ 12,337	\$ 56,965	\$ 12,558
<b>Grade D: 131 – 200</b>						
1st year of service	\$55,485	\$ 12,232	\$ 56,485	\$ 12,452	\$ 57,485	\$ 12,672
2nd year of service or thereafter	\$55,613	\$ 12,260	\$ 56,613	\$ 12,480	\$ 57,613	\$ 12,701
<b>Grade E: 201 – 300</b>						
1st year of service	\$56,090	\$ 12,365	\$ 57,090	\$ 12,585	\$ 58,090	\$ 12,806
2nd year of service or thereafter	\$56,727	\$ 12,505	\$ 57,727	\$ 12,726	\$ 58,727	\$ 12,946

Department of Education (Residential College Supervisors) CSA General Agreement 2017 (continued)

Levels	Current (2016 rates)	25% loading over 46 weeks	2017 Rates	25% loading over 46 weeks	2018 Rates	25% loading over 46 weeks
			\$1,000		\$1,000	
	13-Jun-16		13-Jun-17		13-Jun-18	
	\$ pa	\$ pa	\$ pa	\$ pa	\$ pa	\$ pa
<b>College Managers</b>						
<b>Grade A: 0 – 20</b>						
1st year of service	\$58,925	\$ 12,990	\$ 59,925	\$ 13,210	\$ 60,925	\$ 13,431
<b>Grade B: 21 – 80</b>						
1st year of service	\$60,247	\$ 13,281	\$ 61,247	\$ 13,502	\$ 62,247	\$ 13,722
2nd year of service	\$62,171	\$ 13,705	\$ 63,171	\$ 13,926	\$ 64,171	\$ 14,146
3rd year of service	\$63,659	\$ 14,033	\$ 64,659	\$ 14,254	\$ 65,659	\$ 14,474
4th year of service or thereafter	\$64,350	\$ 14,186	\$ 65,350	\$ 14,406	\$ 66,350	\$ 14,627
<b>Grade C: 81 – 130</b>						
1st year of service	\$65,831	\$ 14,512	\$ 66,831	\$ 14,733	\$ 67,831	\$ 14,953
2nd year of service	\$66,213	\$ 14,596	\$ 67,213	\$ 14,817	\$ 68,213	\$ 15,037
3rd year of service or thereafter	\$68,051	\$ 15,002	\$ 69,051	\$ 15,222	\$ 70,051	\$ 15,443
<b>Grade D: 131 – 200</b>						
1st year of service	\$68,734	\$ 15,152	\$ 69,734	\$ 15,373	\$ 70,734	\$ 15,593
2nd year of service	\$70,113	\$ 15,456	\$ 71,113	\$ 15,677	\$ 72,113	\$ 15,897
3rd year of service or thereafter	\$71,718	\$ 15,810	\$ 72,718	\$ 16,031	\$ 73,718	\$ 16,251
<b>Grade E: 201 – 300</b>						
1st year of service	\$73,474	\$ 16,197	\$ 74,474	\$ 16,418	\$ 75,474	\$ 16,638
2nd year of service	\$75,230	\$ 16,584	\$ 76,230	\$ 16,805	\$ 77,230	\$ 17,025
3rd year of service or thereafter	\$76,991	\$ 16,972	\$ 77,991	\$ 17,193	\$ 78,991	\$ 17,413

Department of Education Residential College Supervisors) CSA General Agreement 2017 –

Casual and Part-Time Supervisory Staff Hourly Rates of Pay (25% Loading Excluded)

Levels	Current (2016 rates)	2017 Rates	2018 Rates
		<b>\$0.51</b>	<b>\$0.51</b>
	<b>13-Jun-16</b>	<b>13-Jun-17</b>	<b>13-Jun-18</b>
	<b>\$ per hour</b>	<b>\$ per hour</b>	<b>\$ per hour</b>
<b>Part-time Supervisory Staff</b>			
1st year of service	\$23.63	\$24.14	\$24.65
2nd year of service	\$23.91	\$24.42	\$24.93
3rd year of service	\$24.20	\$24.71	\$25.22
<b>Casual Supervisory Staff (includes 20% casual Loading)</b>			
	\$28.35	\$28.97	\$29.58

i. the purposes of calculating part-time and casual hourly rates of pay (25% loading allowance excluded) the following formulae will apply:

**i. Part-Time Supervisor**

Annual base salary x 12 divided by 313 = fortnightly base salary.  
Fortnightly base salary divided by 75 = hourly salary.

**ii. Casual Supervisor**

Part-time hourly salary + 20% loading = casual hourly salary.