



Department of **Consumer  
and Employment Protection**  
Government of **Western Australia**

**Labour Relations**

**PUBLIC SERVICE  
GENERAL AGREEMENT 2008  
AND  
PUBLIC SERVICE AWARD 1992 VARIATIONS**

*Implementation Guidelines*

*and*

*Explanatory Notes*

2008

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The following Implementation Guidelines and Explanatory Notes provide information on existing, new and amended provisions negotiated for both the Public Service General Agreement 2008 and the Public Service Award 1992. They replace the 2006 Public Service General Agreement and Public Service Award Variation Guidelines and Explanatory Notes.

The key Public Service General Agreement 2008 changes are summarised in Attachment A.

## **1. IMPLEMENTATION GUIDELINES**

### **DEFINITIONS**

1. In these guidelines and explanatory notes:
  - a) "ASA" means an agency specific agreement;
  - b) "Award" means the Public Service Award 1992;
  - c) "CSA" means the Civil Service Association Inc;
  - d) "DOCEP" means the Department of Consumer and Employment Protection;
  - e) "General Agreement" means the Public Service General Agreement 2008;
  - f) "GOSAC GA" means the Government Officers Salaries, Allowances and Conditions General Agreement;
  - g) "PSGA" means the Public Service General Agreement;
  - h) "Replaced General Agreement" means the Public Service General Agreement 2006;
  - i) "Union" means the Civil Service Association of WA Incorporated; and
  - j) "WAIRC" means the Western Australian Industrial Relations Commission.

### **OVERVIEW**

2. The new General Agreement was negotiated by DOCEP on behalf of respondent employers and the union representing public service officers. The parties agreed that the outcomes of this General Agreement would form the basis for other related General Agreements, subject to the retention of provisions specific to agencies in previous agreements unless otherwise agreed.
3. These Guidelines combine existing, new and amended provisions to facilitate understanding of the General Agreement and related Award variations.
4. A copy of the General Agreement, Award variations and this document can be accessed from the Labour Relations division of the Department of Consumer and Employment Protection's (DOCEP) website at [http://www.docep.wa.gov.au/LabourRelations/Content/Public%20Sector/Public\\_Sector\\_General\\_Agreemen.html](http://www.docep.wa.gov.au/LabourRelations/Content/Public%20Sector/Public_Sector_General_Agreemen.html).
5. Implementation guidelines and explanatory notes are also available for the Government Officers Salaries, Allowances and Conditions General Agreement 2008.

## **SALARY OUTCOMES**

6. The WAIRC Order for the General Agreement issued on 2 September 2008 took effect from the beginning of the first pay period commencing on or after that date.
7. The General Agreement provides for varying salary increases as detailed in Schedules 2 and 3 of the General Agreement. These increases apply from the beginning of the first pay period commencing on or after 26 February 2008; 26 February 2009; and 1 April 2010.
8. General division Level 2.5 employees are entitled to a sign on bonus of \$1,000 gross. The following provisions apply to this payment:
  - a) Eligible part time employees are entitled to this payment on a pro rata basis;
  - b) Eligible employees who are receiving a higher duties allowance to general division Level 2.5 at 2 September 2008 (being the date of registration) are entitled to this payment;
  - c) Substantive eligible Level 2.5 employees who are acting in a higher office at 2 September 2008 (being the date of registration) are entitled to this payment;
  - d) Employers must pay superannuation on this payment; and
  - e) Eligible employees who are on leave without pay at 2 September 2008 are entitled to this payment on their return to duty.
9. Employees whose employment ceased prior to 2 September 2008 are not entitled to the retrospectivity of salaries or conditions under this General Agreement.
10. Fortnightly salaries shall be determined according to the annual salaries, calculated to four decimal points and rounded to the nearest one cent.
11. Schedule 2 of the General Agreement details the translation of levels 1 and 2 employees to the new general division salary structure. Schedule 3 details the translation of specified calling employees to the new specified calling salary structure.
12. Affected general division employees move to the new salary structure from the first pay period commencing on or after 2 September 2008.

### Arrears – Permanent and Fixed Term Contract Employment

13. Eligible public service officers who have moved between public service departments on or after the first pay period commencing on or after 26 February 2008 and before 2 September 2008, and where the break between periods of employment is no more than one calendar week, are to receive back pay retrospective to the first pay period commencing on or after 26 February 2008 from their employing authority as at 2 September 2008.
14. Eligible public service officers who, on or after the first pay period commencing on or after 26 February 2008 and before 2 September 2008, have moved from another WA public sector employer where they were employed under another industrial instrument to which the CSA is respondent, and where the break between periods of employment is no more than one calendar week, are to receive back pay retrospective to the first pay period commencing on or after 26 February 2008 from their employing authority as at 2 September 2008.

### Arrears - Casual Employment

15. Casual employment is by the hour and there is no entitlement to back pay for employment that occurred prior to the date of effect of the General Agreement.

### **AGENCY SPECIFIC AGREEMENTS**

10. In conjunction with DOCEP, agencies are required to review their ASAs to ascertain the continued need for the agreements and to ensure that the core conditions referred to in General Agreement clause 8 – Core Conditions are not the subject of the ASAs. Where core conditions are the subject of an ASA, DOCEP must be advised.
11. Departments may negotiate new ASAs that do not conflict with the core conditions of the General Agreement.
12. Where new ASAs are being considered, agencies are required to consult with DOCEP and gain formal endorsement of negotiating parameters prior to any offer being made.
13. Either party may refer matters in dispute to the WAIRC. Agencies are required to consult with DOCEP prior to the referral of any matter to the WAIRC.

### **STATUTORY CONTRACTS OF EMPLOYMENT**

14. For employees still covered by statutory contracts of employment in lieu of repealed workplace agreements refer to Circular to Departments and Authorities No. 16 of 2002 – *Workplace Agreements - Transitional Provisions*, including the associated Policy Statement, which continues to have application.

### **CONDITIONS OF EMPLOYMENT**

15. All conditions of employment contained in the General Agreement commence operation from the beginning of the first pay period on or after the date of the agreement's registration.

## 2. EXPLANATORY NOTES

### PART A

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#### **PUBLIC SERVICE GENERAL AGREEMENT 2008**

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These explanatory notes are to be read in conjunction with the General Agreement and the Award. The General Agreement, read in conjunction with the Award, provides the salaries and employment conditions of public service officers.

These Guidelines and Explanatory Notes are not stand-alone documents.

#### **Clause 1 - Title**

1. This clause specifies the title of the General Agreement as the Public Service General Agreement 2008 which replaces the Public Service General Agreement 2006.

#### **Clause 2 - Arrangement**

3. All clauses and schedules of the General Agreement are listed. A number of previous General Agreement provisions have been relocated to the Award and new provisions added.

#### **Clause 3 - Definitions**

4. Definitions of key words in the General Agreement are specified. There are some additions to those in the 2006 General Agreement. These are definitions for "child and grandchild", "partner", "public sector", "regional employee", and "replacement employee".

#### **Clause 4 - Purpose of Agreement**

5. The purpose of the General Agreement is to provide salary increases and a core set of employment conditions, and to allow for the negotiation of ASAs.

#### **Clause 5 - Application and Parties Bound**

6. This clause identifies the parties bound by the General Agreement and employees to whom the General Agreement applies.
7. The General Agreement is to be read in conjunction with the Award. The General Agreement prevails to the extent of any inconsistencies.
8. The clause refers to existing ASAs which continue in force when the General Agreement was registered unless replaced by a subsequent ASA or a party withdraws from an ASA. Except where the General Agreement identifies conditions as core, the provisions of ASAs prevail over the Award and the General Agreement to the extent of any inconsistencies.

#### **Clause 6 - Term of General Agreement**

9. Whilst the General Agreement was registered on 2 September 2008, it is not effective until the beginning of the first pay period on or after that date. The agreement will expire on 1 April 2011.

10. The parties have agreed to re-open negotiations for a replacement General Agreement at least six months prior to expiry, with a view to implementing a replacement General Agreement effective from the beginning of the first pay period on or after 2 April 2011.

#### **Clause 7 - No Further Claims**

11. The parties agree that there will be no further claims for salary increases or on matters contained in the General Agreement for the term of the General Agreement, except where specifically provided for.

#### **Clause 8 - Core Conditions**

12. Core employment conditions cannot be varied. The core employment conditions are:
  - a) the terms and conditions of the General Agreement, with the exception of clause 16 – Hours, provided an average of no more than 37.5 hours per week is required to be worked as ordinary hours;
  - b) all the Award clauses listed in clause 8 – Core Conditions of the General Agreement; and
  - c) itemised in Attachment B.

#### **Clause 9 - Agency Specific Agreements (ASAs)**

13. This clause provides for ASAs provided they do not vary the core employment conditions referred to in General Agreement clause 8 – Core Conditions.
14. Except where the General Agreement identifies conditions as core, the provisions of ASAs prevail over the General Agreement and the Award to the extent of any inconsistencies.
15. The General Agreement provides for only two circumstances where new ASAs can be made. They are where:
  - a) an existing ASA is due to expire and the parties seek to register a replacement ASA; or
  - b) arrangements are agreed by the parties to be necessary due to the nature of work undertaken or the environment in an agency.
16. In conjunction with DOCEP, agencies are required to review their ASAs to ascertain the continued need for the agreements and to ensure that the core conditions referred to in General Agreement clause 8 – Core Conditions are not the subject of the ASAs. Where core conditions are the subject of an ASA, DOCEP must be advised.
17. Where new ASAs are being considered, agencies are required to consult with DOCEP and gain formal endorsement of negotiating parameters prior to any offer being made.
16. ASAs are to be negotiated with the union. Where agreement cannot be reached, either party may refer the matter to the WAIRC.

#### **Clause 10 - Salaries**

17. Salaries are contained in Schedules 2 and 3 of the General Agreement. The salary



increases apply from the beginning of the first pay period commencing on or after 26 February 2008; 26 February 2009; and 1 April 2010.

18. Fortnightly salaries are to be paid in accordance with Circular to Departments and Authorities No. 9 of 2008 - *Public Service General Agreement 2008 - PSA AG10 of 2008*.
19. This clause makes provision for the payment of back pay where an employee moves between public service departments and from GOSAC GA to PSGA coverage. For example:
  - a) A public service employee commenced employment with the Department of Premier and Cabinet on 1 January 2007. They then commenced employment with the Department of Consumer and Employment Protection on 15 June 2008, and were a DOCEP employee on 2 September 2008 (being the date of registration). If the break between periods of employment was not more than one calendar week, DOCEP is responsible for paying the back pay from the first pay period commencing on or after 26 February 2008 to 2 September 2008. This also applies to a fixed term contract employee.
  - b) An employee commenced with Dental Health Services on 1 April 2008, where they were employed under the GOSAC General Agreement (being an industrial instrument to which the CSA is respondent). They then moved to the Department of Health on 31 July 2008, where they were employed under the PSGA, and were a Health Department employee on 2 September 2008 (being the date of registration). If the break between periods of employment was not more than one calendar week, the Department of Health is responsible for paying the back pay from 1 April 2008 to 2 September 2008. This also applies to a fixed term contract employee.
  - c) A public service employee, employed by the Department of Industry and Resources on 1 January 2008, was a DOIR employee on the date of registration of the agreement – 2 September 2008. The employee then commenced employment with DOCEP on 3 September 2008. Back pay is not physically paid by DOCEP until 30 October 2008. In this scenario DOIR is responsible for paying the back pay from the first pay period commencing on or after 26 February 2008 to 2 September 2008. DOCEP is then responsible for paying back pay from 3 September 2008 to 30 October 2008.
  - d) The one week break limit between periods of employment does not include periods of paid leave. For example, an employee may take/be paid out four week's annual leave at the end of their period of employment with Dental Health Services before commencing employment with the Department of Premier and Cabinet. The employee will remain entitled to back pay in this situation.
20. Back payment includes both salary and any allowances paid to the employee during the back pay period such as shift work, higher duties and overtime. This does not mean, however, that any new entitlements – for example, the increased (20%) night shift allowance – are included in the back pay. Calculations for back payment of allowances should be based on the allowance quantum that applied prior to the registration of the agreement on 2 September 2008 – for example, 15% night shift allowance.
21. Employees whose employment ceased prior to the date of registration of the General Agreement - 2 September 2008 - are not entitled to back pay under this General Agreement.

22. General division Level 2.5 employees are entitled to a sign on bonus of \$1,000 gross and this clause specifies how this entitlement applies. An employee must have been employed by the employer on the date of registration of the General Agreement - 2 September 2008 - to be entitled to the sign on bonus. Employees employed after 2 September 2008 are therefore not entitled to the sign on bonus.
23. This clause details the methodology for determining fortnightly salaries.
24. Schedules 2 and 3 of the General Agreement detail the translation of employees to the new salary structures. Translation to the new salary structure has no effect on an employee's incremental advancement. For example, a Level 1.1 general division employee with six month's service who translates to a new increment in the new salary structure only requires a further six month's service to progress to Level 1.2.
25. Affected general division employees move to the new salary structure from the first pay period commencing on or after 2 September 2008. They are, however, to be back paid salaries in accordance with this new structure effective from the first pay period on or after 26 February 2008.
26. There are some positions for which the specified calling status has not been resolved at the date of registration of the General Agreement. Positions that are determined, by agreement or by arbitration, to have specified calling status after the date of registration will be subject to back payment under the terms of the Memorandum of Understanding (MOU). Payments to employees in this situation will need to be adjusted to ensure that correct payment is made. That is, the rate of pay under the MOU and the specified calling salary schedule of the General Agreement less any increase already paid under the general division salary schedule of the General Agreement. The gross payment to the employee is not affected by the timing of the specified calling determination. Any difficulties in relation to specified calling staff should be raised with your DOCEP Advisor by the nominated agency contact person.

#### **Clause 11 - Salary Packaging**

27. Salaries as prescribed by Schedules 2 and 3 of the General Agreement are to be applied for the purposes of the salary packaging arrangements in the Award.

#### **Clause 12 – Recovery of Underpayments**

28. This clause prescribes the process by which an employer must repay an underpaid employee. It does not, however, preclude the employee's legal right to pursue recovery of underpayment.

#### **Clause 13 – Recovery of Overpayments**

29. This clause prescribes the process by which an employer may recover overpayments from an employee. It does not, however, preclude the employer's legal right to pursue recovery of overpayment.

#### **Clause 14 – Part Time Employment**

30. This clause specifies that employees have the right to request to work on a part time basis and that the employer must give reasonable consideration to the request.
31. The intent of this clause is to provide all employees with access to part time employment, particularly those employees who have caring responsibilities, for example, for teenagers or elderly parents, or those employees who wish to phase their retirement.

32. These provisions are additional to an employee's right to work on a part time basis on their return from parental leave.
33. The onus is on the employer to demonstrate that there are grounds for refusing an employee's request. The reasons must also be put in writing.

#### **Clause 15 - Working with Children Checks**

34. This clause outlines an employer's responsibilities regarding the payment for working with children checks for their employees.

#### **Clause 16 - Hours**

35. A number of changes have been made to this clause. These are identified in the following explanatory notes.

##### Flexible Working Arrangements

36. Flexible working arrangements are the primary hours arrangement. They shall apply unless the employer otherwise specifies or the employee does not wish to work flexible hours. Core periods of work are no longer prescribed.
37. The availability of flexible working arrangements is not restricted to particular classification levels. However, the employer may limit access to and the operation of flexible working arrangements to ensure operational needs and customer service requirements of the agency are met. The employer shall not unreasonably limit access to flexible working arrangements. The 2008 General Agreement now also specifies that the employer shall not unreasonably limit access to the banking of credit hours.
38. Flexible working arrangements provide for the right of employees to be compensated for additional hours required to be worked to meet operational and customer service requirements. It is not intended that flexible working arrangements be used to accrue periods of leave. Whilst flexible working arrangements are not for accruing periods of leave, an employer may approve an employee taking flexi leave in conjunction with periods of paid leave.
39. Approval of flexi leave should be in writing.
40. A flexitime roster may indicate minimum staffing and other requirements in respect to starting and finishing times to suit the operational needs of the agency.

##### Variations to Flexible Working Arrangements

41. The only core condition of employment in this clause is the restriction on the maximum average hours per week that may be required to be worked as ordinary hours – being 37.5 hours. This condition cannot be varied. Other conditions may, however, be varied.
42. Employers wishing to vary the flexible working arrangement to be observed are required to give one month's notice in writing to the agency, branch, section or employees to be affected by the change.
43. Examples of variations that are within the clause parameters include limiting access to and the operation of the flexible working arrangement [clause 16.7 (b)], requiring/not requiring a flexitime roster [clause 16.9 (a)] and arrangements where a new roster is to be utilised [clause 16.9 (a)].

44. Through an ASA the employer may introduce alternative flexible working arrangements, provided that an average of no more than 37.5 hours per week is required to be worked as ordinary hours. For example:
- a) operational arrangements may require a settlement period of 8 weeks. The ordinary hours required to be worked would then be 300 (i.e. 37.5 x 8). Credit and banked hours are not included in calculating the average ordinary hours required to be worked each week;
  - b) changing the maximum of 37.5 credit hours in a settlement period [clause 16.11 (b)];
  - c) changing from 37.5 the number of hours that may be banked at any time [clause 16.11 (c)];
  - d) reducing the amount of flexi leave that may be taken in a settlement period [clause 16.14 (d)]; and
  - e) altering the maximum of 4 debit hours allowed at the end of a settlement period [clause 16.12 (a)].

#### Employee Initiated Span of Working Hours

45. The 2008 General Agreement provides employees with the capacity to request to work their ordinary hours outside the span of 7.00am to 6.00pm and for employers to approve such requests.
46. Such agreements must:
- a) only be initiated at the employee's request;
  - b) be in writing; and
  - c) specify the duration of the agreement and the times during which ordinary hours may be worked.
47. An employer is required, on receipt of a written request from the union, to provide the union with the details of such agreements. It is therefore incumbent upon an agency to ensure written agreements are completed and the details retained.

#### Nine Day Fortnight

48. Nine day fortnights remain in the General Agreement but only in the limited circumstances where they have been preserved.
49. The 2008 General Agreement provides employers with the capacity to vary the day of the week on which an employee takes their special rostered day off. This is subject, however, to providing one month's written notice to the employee and a requirement on the employer to reasonably consider an employee's family circumstances and caring responsibilities before making such a decision.

#### **Clause 17 – Out of Hours Contact**

50. The General Agreement increases out of hours contact allowances. The formula for calculating allowances is based on the current salary for a level 3.1 general division employee. Consequently, the allowance will increase in line with future salary increases. The new rate applies from first pay period on or after the date of registration of the agreement – 2 September 2008.

51. Commuted allowances will need to be recalculated if they include out of hours contact allowances.

#### **Clause 18 – Shift Work**

52. The General Agreement increases night shift allowance to 20%. Commuted allowances will therefore need to be recalculated, where they incorporate night shift allowance. The new rate applies from first pay period on or after the date of registration of the agreement – 2 September 2008.
53. The allowance is paid on an individual's salary other than for those employees with a salary below that of a general division employee level 1.7. Such employees are entitled to the allowance that would be paid to a general division level 1.7 employee.
54. The formula applies to a standard 7.5 hour shift. Pro rata adjustments still apply to weekday afternoon and night shifts of other than 7.5 hours duration consistent with clause 23 (3) (a) of the award.
55. Overtime on shifts stands alone and is paid at the prescribed penalty rate/s on base salary.
56. There is no shift allowance paid for situations where employees are rostered to work but are then absent, for example, on personal leave.

#### **Clause 19 – Overtime**

57. Access to overtime has been increased to level 6.4 for general division employees and level 3.4 for specified calling employees. Higher level employees may still, however, access the overtime provisions in the circumstances set out in clause 19.3 of the General Agreement.

#### **Clause 20 - Personal Leave**

58. This clause commenced operating on 30 July 2004. On commencement of the operation of this clause both sick and short leave ceased to exist for the purposes of this General Agreement. All existing sick leave credits (except for war caused illnesses) were converted to cumulative personal leave and recorded in hours. Entitlements for war caused illnesses continue as per the Award.
59. An additional 3.75 hours was added to cumulative personal leave. Existing short leave entitlements were converted to non-cumulative personal leave up to a maximum of 15 hours.
60. Examples of personal leave credits resulting from short leave entitlements as at 30 July 2004 are identified in the following table:

<b>No. of days short leave used from 1 January to 29 July 2004</b>	<b>Personal Leave: cumulative credit (hours)</b>	<b>Personal Leave: non-cumulative credit (hours)</b>
0	3.75	15
1	3.75	15
2	3.75	7.5
3	3.75	0

61. An employee's existing anniversary date did not change as a result of these transition

arrangements.

#### Reasons for Taking Personal Leave

62. The 2008 General Agreement has amended this clause in the following ways:
- a) removal of the requirement for an employee to be a **primary care giver** in order to access personal leave for caring purposes [clause 20.23 (b)];
  - b) removal of the requirement for the member of the employee's family or household to be in need of **immediate care and attention** [clause 20.23 (b)]; and
  - c) inclusion of the capacity for an employer to grant an employee two days unpaid personal leave to provide care and support to a member of their family or household who has given birth. This entitlement does not of itself, however, limit that employee's access to other forms of paid leave [clause 20.24].
63. The changes outlined in paragraph 62 (a) and (b) above reflect the *Minimum Conditions of Employment Act 1993*.

#### Minimum Conditions of Employment Act 1993 Requirements to be met

64. The 2008 General Agreement has amended the references to the *Minimum Conditions of Employment Act 1993*: in an anniversary year employees are entitled to access **75 hours** for leave due to illness or injury, and now also for **carer's leave** [clause 20.11].

#### Application for Leave

65. Leave forms are required to reflect the reason for the leave.
66. Each application for personal leave should be considered on its own merits. The form of evidence to satisfy a reasonable person of the entitlement will depend upon the circumstances. For example, evidence for leave for illness or injury to satisfy a reasonable person could be in the usual form of an appropriate medical certificate detailed as unfit for duty or with the nature of the illness. Alternatively, written advice from a physiotherapist or dentist may be sufficient. A medical certificate may not necessarily be required if the employer is satisfied that the employee was ill or injured.
67. In general, supporting evidence is not required for single or two consecutive day absences. In addition, the previous award requirement for a medical certificate after an aggregate of 5 days sick leave in a credit year generally no longer applies. However, 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.
68. Supporting evidence provided to the employer must be retained in accordance with the agency record keeping plan.
69. The evidence must cover the entire period of the absence.
70. The provision regarding personal illness attributable to the employee (clause 20.30) has been amended in the 2008 General Agreement. Personal leave will not be granted where the personal illness is attributable to an employee's **serious and wilful misconduct in the course of the employee's employment**. This reflects the *Minimum Conditions of Employment Act 1993*.

### Personal Leave on Half Pay and Without Pay

71. 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 or injury. Employees have responsibility to clarify the financial implications of such an action on their personal circumstances.
72. Employees who have exhausted all personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and produce medical evidence to satisfy a reasonable person. To determine the effect on salary and leave entitlements of personal leave without pay, apply "Sick Leave Without Pay" as outlined in Administrative Instruction 610 - *Effect on Grants of Leave and Period of Suspension on Salary and Leave Entitlements*.

### Effect of Grants of Leave on Personal Leave Entitlements

73. To determine the effect on personal leave entitlements of various types of leave granted, instead of "Sick Leave Credits" read "Personal Leave Credits" in Administrative Instruction 610 - *Effect on Grants of Leave and Period of Suspension on Salary and Leave Entitlements*.

### Agency Policies

74. Agencies should have policies consistent with this clause that address such matters as:
  - a) defining the respective roles and responsibilities of employees, managers and Human Resources;
  - b) monitoring, analysing and reporting absence levels and trends;
  - c) notification of personal leave absences;
  - d) when evidence is required;
  - e) what form of evidence is required;
  - f) who makes decisions about the requirement for evidence;
  - g) how to deal with requirements for evidence, and its retention;
  - h) ensuring new and existing employees and managers are aware of the policies; and
  - i) providing training and advice to support the application of personal leave.

### Travelling Time for Regional Employees

75. Payment for travelling time is at the ordinary time rate that would have applied had the employee been at work and includes any higher duties and district allowance. Overtime and shift penalties are not included as part of the travelling time rate. The travelling time is treated as service for all purposes, i.e. similar to actual working time.
76. There is no prior qualifying time required for regional employees to access this travelling time, i.e. the full 37.5 hours are accessible from the date of commencement in the region.

77. Travelling time in excess of the prescribed 37.5 hours per twelve months may be approved by an employer, on a case-by-case basis, and in the context of fair and equitable application of the provision.
78. All travelling time is subject to the evidentiary requirements outlined in the clause 20.28 to 20.32.
79. Employees transferring within or between regions without any break of service (as applied in awards generally) retain their original regional anniversary date for the purpose of establishing their travelling time entitlements.
80. The 240 km minimum is the radius from the employee's headquarters, not the actual road, sea or air travel distance undertaken. This is consistent with the principle and application of the metropolitan 50 km radius.
81. Travelling time must not be debited against personal leave entitlements. Agencies should separately identify the utilisation of travelling time, i.e. create a separate pay code for this provision.
82. Employees not eligible for this travelling time entitlement include:
  - a) casual employees;
  - b) employees on any form of leave without pay including sick leave without pay;
  - c) employees on workers compensation; and
  - d) metropolitan based employees attending medical facilities in regional areas.

#### **Clause 21 – Purchased Leave 42/52**

83. This clause increases the amount of purchased leave to ten weeks. It also introduces a new requirement that an employee purchasing nine or ten week's leave must first use one or two week's annual leave, whichever applies, before they may access their purchased leave. The purpose of this is to prevent the accrual of excessive amounts of annual leave.
84. An employer does have the discretion to allow an employee to access purchased leave without first taking one or two week's annual leave.

#### **Clause 22 – Parental Leave**

85. The 2008 General Agreement incorporates the provisions of Circular to Departments and Authorities 3 of 2007 – Parental Leave and makes some additional changes. The key changes made to the Circular's provisions are as follows:
  - a) The partner leave provisions have been removed and incorporated into clause 23 of the 2008 General Agreement.
  - b) An employee who is on a period of leave without pay that is unrelated to parental leave is not entitled to paid parental leave without first resuming duty [clause 22.3 (h) (iii)]. For example, an employee with two years service takes leave without pay to live interstate and then falls pregnant. Notwithstanding that she has the requisite service, she is not entitled to paid parental leave without first returning to work and resuming duties. This should be contrasted to an employee with two years service who is on unpaid parental leave and falls pregnant with another child. This employee is entitled to subsequent periods of paid parental leave without first returning to work [clause 22.3 (h)



(i)].

- c) There is the capacity for an employer to require a pregnant employee to provide a medical certificate if the employer has reason to believe that the employee's continued performance of duties is dangerous [clause 22.3 (i) (iii)].
- d) In addition to the existing right to substitute unpaid leave with other leave entitlements, an employee is entitled to substitute unpaid parental leave with accrued flex leave and banked hours [clause 22.4 (b)]. The taking of such leave is, however, subject to the provisions of the flexible working arrangement provisions in the 2008 General Agreement.
- e) An employee who returns from parental leave on a part time basis and who wishes to resume working on a full time basis must provide four week's written notice requesting reversion to full time employment [clause 22.10 (e)].

### **Clause 23 – Partner Leave**

- 86. The 2008 General Agreement creates a separate clause for partner leave, which incorporates the unpaid partner leave provisions contained in Circular to Departments and Authorities 3 of 2007 – Parental Leave.
- 87. This clause also introduces the right for an employee to access their personal leave accruals for paid partner leave purposes. That is, to take paid personal leave when their partner gives birth to their child.
- 88. This entitlement is subject to ensuring the employee retains sufficient personal leave credits (75 hours) to meet the requirements of the *Minimum Conditions of Employment Act 1993*.
- 89. In the absence of sufficient personal leave credits, an employee is able to take annual leave, long service leave, time off in lieu of overtime, flexi leave and/or banked hours as paid partner leave. The taking of such leave is, however, subject to the relevant provisions of the 2008 General Agreement or the award.
- 90. Part time employees are entitled to the provisions of this clause.

### **Clause 24 – Unpaid Grandparental Leave**

- 91. The 2008 General Agreement introduces a new leave entitlement – 52 weeks unpaid grandparental leave. This leave is not a discretionary entitlement, akin in this regard to unpaid parental leave. This means, subject to the employee meeting the requirements of the clause, the employer cannot refuse to grant grandparental leave.
- 92. The sole requirement to be met in order to access this entitlement is that the employee be the primary care giver of their grandchild. As with unpaid parental leave, there is no requisite period of qualifying service.
- 93. Unlike parental leave, this clause provides:
  - a) an employer with the discretion to allow an employee to access grandparental leave on a part time basis. For example, two day's grandparental leave per week for 52 weeks; and
  - b) an employee with the right to commence the leave any time within 24 months following the birth or adoptive placement of their grandchild. For example, when the child is one year old.

94. Whilst grandparental leave can be taken on a part time basis, an employee's absence on grandparental leave must conclude no later than 52 weeks after the commencement of the leave. For example, an employee who takes 3 days grandparental leave commencing 1 January 2009 must conclude their leave by 1 January 2010. The employee in this situation will have taken 156 days leave (3 days x 52 weeks).
95. A small number of parental leave provisions (specified in the clause) apply to employees on grandparental leave. These provisions apply with such amendment as is necessary to ensure the provision relates to grandparental rather than parental leave.
96. A fixed term contract employee has the same entitlement to grandparental leave as a permanent employee. The period of leave shall not, however, extend beyond the term of their contract.
97. A part time employee has the same entitlement to grandparental leave as a full time employee, calculated on a pro rata basis. For example, an employee who works 3 days per week is entitled to 52 weeks leave at three days per week.

#### **Clause 25 – Early Access to Pro Rata Long Service Leave**

98. This clause was called "Additional Leave Flexibilities" in the 2006 General Agreement. It has been renamed "Early Access to Pro Rata Long Service Leave".
99. Early access to pro rata long service leave is an ageing workforce initiative. It is available at the rate of 9.28 days per completed 12 month period of continuous service, regardless of the length of prior service, for employees within seven years of preservation age under Western Australian Government superannuation arrangements.
100. Only leave accrued within seven years of the employee's preservation age or post the employee's preservation age can be accessed. This means that any pro rata long service leave accrued prior to this date cannot be accessed under the provisions of this clause once an employee is within the seven year timeframe [see the example in paragraph 101 (b) below].
101. Eligible employees can access 9.28 days from their anniversary date of commencing employment, adjusted for any long service leave excising. The following examples illustrate how pro rata long service may be accessed by an employee who meets the requirements of General Agreement:
  - a) If an employee is within seven years of their preservation age on 1 March 2008 and their first anniversary date is 14 October 2008 (i.e. they commenced employment on 14 October 2007), 9.28 days may be accessed from 14 October 2008.
  - b) If an employee is within seven years of their preservation age on 1 March 2008 and their tenth anniversary date is 14 October 2008 (i.e. they commenced employment on 14 October 1998), only 9.28 days may be accessed from 14 October 2008 under the provisions of this clause.
  - c) If this employee does not take any of the 9.28 days available from 14 October 2008, then on 14 October 2009 the employee can access 18.56 days (9.28 days x two years), assuming the anniversary date has not changed.
  - d) If this employee takes two days long service leave during the period 14 October 2008 to 13 October 2009, then from 16 October 2009 the employee

can access 16.56 days (7.28 + 9.28 days). The anniversary date has moved out by the two days long service leave taken.

102. Employees who take pro rata long service leave and resign prior to age 55 are not required to pay back the monetary equivalent of the leave taken.
103. Pro rata long service leave taken under this clause of the General Agreement is deducted from any pro rata long service leave taken as per Award subclause 25 (9) and from any pro rata long service leave that is paid as a lump sum as per *Regulation 5 - Lump Sum Payments of the Public Service Regulations 1988*.
104. Information required concerning preservation age under Western Australian Government superannuation arrangements can be obtained from GESB.
105. This clause has been updated in the 2008 General Agreement to clarify that the entitlement extends to part time employees on a pro rata basis, and to fixed term contract employees.

#### Excising Service

106. Any long service leave accessed is excised for the purpose of continuous service in accordance with the award. Any period of leave cashed out is excised. For example, if 2 weeks leave is cashed out then 2 weeks service is excised. If 4 weeks leave is cashed out and 4 weeks taken, then 8 weeks is excised.
107. Long service leave on half pay is an existing award entitlement. The period of leave taken while on half pay is excised. For example, if 13 weeks leave is taken at half pay over 26 weeks, then 26 weeks is excised.

#### Long Service Leave for Employees on 9 Day Fortnights

108. For the purpose of pay, long service leave for employees on 9 day fortnights will apply as follows:
  - a) A full long service leave entitlement of 13 weeks equates to the payment of 487.5 hours when the full entitlement is taken.
  - b) For periods of less than four weeks long service leave is debited at 8.33 hours for each day that the employee would normally have worked including public holidays. Zero hours are debited for what would ordinarily be a rostered day off.
  - c) For periods of four weeks or more there is no accrual towards rostered days off and pay is at the ordinary rate.
109. Where there are systems in place which record long service leave debits for the purpose of pay differently to the above arrangement, agencies must ensure that:
  - a) a full long service leave entitlement of 13 weeks equates to the payment of 487.5 hours when the full entitlement is taken;
  - b) payment for long service leave is at the ordinary rate; and
  - c) when a public holiday falls on a day long service leave is taken a day in lieu is not granted.

## **Clause 26 – Pro Rata Annual Leave for Shift Workers**

110. Custom and practice has deemed “regularly rostered” on Sundays and/or public holidays to mean a shift work employee was rostered to work at least 11 Sundays and public holidays in a period of 12 months continuous service. The 2008 General Agreement now includes a definition of “regularly rostered” based on this interpretation.
111. Prior to the introduction of this clause, employees could only access the additional leave once they had been rostered to work at least 11 Sundays and public holidays in a period of 12 months continuous service. The 2008 General Agreement now allows for pro rata access to the additional five day’s annual leave. An eligible employee may therefore access the additional leave where they have been rostered on and worked less than 11 Sundays and/or public holidays in a period of 12 months. For example, an eligible employee who has been rostered on and worked three Sundays is entitled to one additional day of leave.
112. Part time employees are entitled to pro rata leave on a pro rata basis according to the hours worked on the Sundays and/or public holidays for that accrual portion of leave. The calculation is not based on the part time employee’s total weekly hours. For example, an employee who worked four hours on three Sundays is entitled to four hour’s additional leave.
113. If the hours worked on each Sunday varied, the employee is entitled to an average of the hours worked for that accrual portion. For example, an employee who worked four hours on one Sunday and five hours on another two Sundays is entitled to 4.67 hour’s additional leave.
114. The maximum leave accrual remains unchanged at five days (37.5 hours).

## **Clause 27 – Pro Rata Annual Leave for North West Employees**

115. Prior to the introduction of this clause, an eligible employee could only access additional leave on the completion of each year of continuous service. The 2008 General Agreement allows for pro rata access to the additional leave – that is, where the employee has worked in the North West for less than 12 months.
116. As with ordinary annual leave, the additional leave now accrues on a daily basis.
117. The maximum leave accrual remains unchanged at five days (37.5 hours).
118. There may be situations where an employee is on relief duty or travelling on official business in the North West and is entitled to the additional leave provided by the Weekend Absence from Residence provisions of the award. Where an employee receives such additional leave, they are not also entitled to the pro rata annual leave provided to North West employees in this clause.

## **Clause 28 – Days in Lieu of Repealed Public Service Holidays**

119. This clause provides for the two days in lieu of the repealed public service holidays (2 January and Easter Tuesday) as provided for in the Premier’s Circular 2003/01 - *Days in Lieu - Public Service Holidays*.

## **Clause 29 – Updating of Travel and Relieving Allowance**

120. This clause requires the parties to review the travel and relieving allowance provisions of the award. This review will not extend to the inclusion into the award of provisions regarding the use of corporate credits.

### Clause 30 – Public Sector First Aid Allowance

121. The 2008 General Agreement introduces a public sector first aid allowance. This allowance is calculated on the salary of a level 1.8 general division employee. The quantum of the allowance will therefore increase with each wage increase.
122. An employee is only entitled to receive the first aid allowance if the employer has formally appointed the employee to be the first aid officer for a workplace and the employee has the appropriate first aid qualification. The allowance is not simply paid to any employee who has the appropriate qualification. The allowance should not be paid simultaneously to the first aid officer and any deputy first aid officer/s in a workplace.
123. The first aid allowance is to be paid fortnightly.
124. It is the intention that this allowance be extended to all eligible public sector employees.
125. The number of and method of appointment of first aid officers is to be determined by the agency.

### Clause 31 - Higher Duties Allowance

#### Higher Duties Allowance and Leave

126. The 2008 General Agreement extends the 2006 General Agreement provisions regarding payment of higher duties on **annual leave** to the payment of higher duties on **any period of paid leave**. This includes long service leave and paid personal leave. The employee must actually “proceed” (be absent) on long service leave to access this entitlement.
127. Where an employee who has been in receipt of a higher duties allowance (HDA) for a continuous period of twelve months or more proceeds on any period of paid leave and resumes in the office immediately on return from leave, the employee shall continue to receive the allowance for the period of paid leave, no matter how long.
128. Where an employee who has been in receipt of HDA for a continuous period of twelve months or more proceeds on any period of paid leave and does not resume in the office immediately on return from leave, the employee shall continue to receive the allowance for the period of the leave accrued during the period of HDA.
129. This entitlement is clarified by means of the following examples.
  - a) If an employee who had no leave accrued prior to commencing on HDA proceeds on six week’s leave after 18 months on HDA and is not returning to the office, then HDA is paid for those 6 weeks of leave. (The 6 weeks leave being accrued while on 18 months HDA).
  - b) If an employee who had accrued four week’s leave before commencing HDA proceeds on eight week’s leave after 12 months on HDA and the employee is returning to the office, then HDA is paid for eight week’s of leave. (That is, all of the four week’s pre-HDA accrued leave plus the further four week’s leave accrued while on 12 months HDA).
  - c) If an employee who had accrued eight week’s leave before commencing HDA, proceeds on six week’s leave after 12 months on HDA and the employee is returning to the office, then HDA is paid for all six week’s of leave. If, however, the employee immediately continues on HDA for a further six

months and proceeds on a further eight week's leave but is not returning to the office, then HDA is paid for a further six week's only (being the six week's leave accrued while on 18 months HDA).

- d) If an employee who had accrued eight week's leave prior to commencing on HDA, proceeds on eight week's leave after 18 months on HDA and is not returning to the office, then HDA is only paid for six week's of the leave (being the six week's leave accrued while on 18 months HDA).

130. Under the Award the HDA is 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 he/she is acting. This refers to normal HDA. HDA is paid at normal rates and not at double pay or half pay.

#### Double Pay Long Service Leave

131. An employee proceeding on long service leave on double pay for half the period accrued is entitled to HDA according to the length of absence from the workplace and not the actual leave entitlement extinguished. For example, an employee who takes six week's long service leave on double pay is absent from the workplace for three weeks. Where the necessary requirements are met, HDA is to be paid for three week's leave. This reflects the principle that HDA should not be paid for any longer than 52 weeks in a 12 month continuous period.

#### Half Pay

132. An employee proceeding on long service leave on half pay for double the period accrued is entitled to HDA according to the actual leave entitlement extinguished not the length of absence from the workplace. For example, an employee who takes four week's long service leave on half pay is absent from the workplace for eight weeks. Where the necessary requirements are met, HDA is to be paid for four week's leave.

#### Cashing Out Long Service Leave

133. Employees who cash out any entitlement of long service leave do not receive HDA on the cashed out entitlement. They do not "proceed" on leave and, if acting for 12 months or more, payment of HDA on the amount cashed out would result in them receiving HDA for more than 52 weeks in a continuous period of 12 months.

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

134. Currently part time employees must, like full time employees, work five consecutive working days in order to access higher duties allowance. The 2008 General Agreement amends this requirement by allowing part time employees to access HDA where they work 37.5 consecutive hours **according to their part time work pattern**. For example, an eligible employee who works 7.5 hours on Mondays, Wednesdays and Fridays will be entitled HDA once they have completed 37.5 consecutive hours according to this work pattern – that is, Monday, Wednesday, Friday, Monday, Wednesday.
135. This clause also makes provision for employees to access part time higher offices and receive HDA. For example, an employee acting in a higher office where the normal working hours of that position are 7.5 hours on Mondays, Tuesdays, and Wednesdays will be entitled to HDA once they have completed 37.5 consecutive hours according to this work pattern – that is Monday, Tuesday, Wednesday, Monday, Tuesday.
136. The reference is to 37.5 consecutive hours rather than 5 consecutive days in

recognition that part time employees may work less than 7.5 hours per day, not just less than 5 days per week.

### **Clause 32 – Commuted Allowance**

137. The introduction of any commuted allowance in lieu of overtime, on call or shift allowances is to 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.

### **Clause 33 – District Allowance**

138. The Government is negotiating increases to district allowance with all public sector unions, including the CSA. The purpose of this clause is to ensure any increases to district allowance arising from those negotiations will apply to CSA covered employees from 1 July 2008.

### **Clause 34 – Remote and Isolated Locations**

139. This clause contains remote and isolated (R&I) leave and other financial benefits for those employees “posted”, i.e. required to work in designated “multi-function” locations as defined in the General Agreement.
140. Under normal circumstances a full twelve months must be worked before any R&I leave entitlement applies, and the leave would normally be taken at the end of the posting. However, an employee required to move from an R&I location at the request of the employer for operational reasons has a pro rata R&I leave entitlement.
141. An employee who leaves a designated remote location at the direction of the employer and subsequently returns to that or another designated location will either receive a pro rata R&I leave entitlement for the first location, or have the two components joined for the purposes of calculating the total R&I leave entitlements.
142. R&I leave can only be taken during the term, i.e. before the completion date of the contract by mutual agreement. Similarly, any application to defer the R&I leave due at the completion of the posting can only apply by mutual agreement.
143. The additional leave is a separate entitlement, stands alone and does not attract leave loading. As paid leave it counts towards qualifying service.
144. Agencies should separately identify this leave and create a separate pay code for this entitlement.
145. There is no capacity to cash out this type of leave.
146. The 2008 General Agreement increases the remote community allowance to \$3,500 per annum [clause 34.2 (a)].

### **Clause 35 – Regional Training and Development**

147. This clause contains an undertaking for agencies to review the accessibility of personal development opportunities (including training and acting opportunities) for their regional employees. The review is to have regard for agency operational requirements and comparative opportunities provided to metropolitan employees. The outcomes are to be presented to agency Joint Consultative Committees.

### **Clause 36 - Working from Home**

148. This is a facilitative clause for working from home, which is subject to employer discretion.
149. The home is not to be designated as the employee's headquarters. Duties undertaken are those that would normally be performed at the employee's headquarters.
150. Agencies need to develop their own policy and procedures consistent with the requirements of this clause to safeguard the interests of both employers and employees.

### **Clause 37 - Workload Management**

151. This clause provides an approach for dealing with workload issues should they arise. In addition it outlines obligations of employers, and performance requirements of employees.

### **Clause 38 - Procedure for Classifying an Office**

152. This clause contains a carried over undertaking by DPC to review the procedure for classifying an office, as provided for in Approved Procedure 1 - *Approved Classification System and Procedures*. This has been retained in the General Agreement as the issue remains alive: the parties are committed to reviewing the processes for determining specified calling classifications.

### **Clause 39 – Union Facilities**

153. This clause requires an employer to provide the union with the time to discuss union benefits with new employees as part of the employee's formal induction program. This is in addition to the existing award requirement to provide union representatives with time to discuss union benefits with new employees.

### **Clause 40 - Joint Consultative Committee**

154. This clause provides for notification of employees and the union where change affecting employees is proposed, and for the establishment of a JCC.
155. JCCs are forums for consultation. They are not decision-making bodies. 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.
156. Matters not resolved through the JCC can be dealt with as provided for in the General Agreement Dispute Settlement Procedure.

### **Clause 41 - Peak Consultative Forum**

157. This clause maintains the Peak Consultative Forum consisting of senior representatives from the union and Directors General or their nominated representatives from DOCEP and DPC and, as required, other agencies.

### **Clause 42 - Contract for Service: Labour Hire**

158. This clause has been retained as the Peak Consultative Forum continues to discuss ways to expedite and streamline access to information on fixed term contracts and labour hire arrangements within Government. Agencies wishing to utilise either fixed term contracts or labour hire are still required to follow *Approved Procedure 5 -*



**Clause 43 - Dispute Settlement Procedure**

159. This clause provides for a dispute settlement procedure for the parties to the General Agreement, JCC disputes and employee/employer disputes.

**Schedule 1 - Signatures of Parties**

160. This schedule contains the signatures of the parties to the General Agreement, with DOCEP acting as agent for employers.

**Schedule 2 – General Division Salaries & Schedule 3 - Specified Calling Salaries**

161. These schedules list salary rates applicable under the General Agreement. Salaries are to be paid as per Circular to Departments and Authorities No. 9 of 2008 – Public Service General Agreement 2006 – PSAAG 10 of 2008.
162. The schedules also include tables detailing the translation from the previous salary structures to the new salary structures.

**Schedule 4 - Agency Specific Agreements**

163. This schedule lists the ASAs which continued in force when the General Agreement was registered unless replaced by a subsequent agreement or a party withdraws from the agreement.

**Schedule 5 - Parties to the General Agreement**

164. This schedule lists all the parties to the General Agreement. The list has been updated from 2006 to:
- a) incorporate agency name/machinery of Government changes; and
  - b) remove the Department of Land Information (Landgate) which ceased being respondent to the award and agreement when it became a statutory authority on 1 January 2007.

## PART B

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### **PUBLIC SERVICE AWARD 1992 VARIATIONS**

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#### **Introduction**

1. On 2 September 2008 the WAIRC issued an order varying the award for a number of consequential amendments out of the General Agreement 2008 negotiations (see Award Circular – Public Service Award 1992 – Circular No. 4 of 2008).
2. The Award amendments came into effect from the beginning of the first pay period commencing on or after 2 September 2008.
3. These explanatory notes are to be read in conjunction with the General Agreement and the Award. They are not intended to be stand alone documentation.

#### **Clause 2 - Arrangement**

4. There have been amendments to the clause numbering to cater for the inclusion of a new clause 61 – Access to Information and Resources.

#### **Clause 21 – Shift Work Allowance**

5. The award has been updated to incorporate PSGA 2006 entitlements that provide for:
  - a) 15% afternoon and night allowance;
  - b) “annual salary” for afternoon and night shift is based on actual salary and not Level 1.7 salary for Level 1.7 employees and above;
  - c) Sunday penalty rate of time and three quarters; and
  - d) Weekend penalty rates for casual employees.
6. There has also been some clause renumbering.

#### **Clause 23 – Annual Leave**

7. The award has been updated to incorporate PSGA 2006 entitlements that provide for:
  - a) daily accrual of annual leave; and
  - b) changes to the annual leave travel concession fare.

#### **Clause 30 – Study Assistance**

8. The study leave clause has been renamed “Study Assistance. The clause has also been updated to:
  - a) Allow employees who already possess an approved qualification for which they did not receive study assistance to be eligible for study assistance [clause 30 (1) (b)];
  - b) Remove the requirement for study to be undertaken on a part time basis;

- c) Provide equivalent study leave for employees who do not attend formal classes [clause 30 (2) (f)];
- d) expand study assistance to include study:
  - i) at a university or authorised non-university institution in Australia, rather than only WA [clause 30 (5) (a) (i) and (ii)];
  - ii) with registered training organisations, not only TAFE [clause 30 (5) (a) (iii) and (iv)]; and
  - iii) for the TEE [clause 30 (5) (a) (vi)]; and
- e) include definitions of university, authorised non-university institution and registered training organisation [clause 30 (5) (b)].

### **Clause 32 – Bereavement Leave**

- 9. The award has been updated to incorporate PSGA 2006 entitlements that provide for additional travelling time for regional employees.

### **Clause 43 – District Allowance**

- 10. The award has been updated to incorporate PSGA 2006 entitlements that provide for district allowance for casual employees.

### **Clause 51 – Removal Allowance**

- 11. The award has been updated to incorporate PSGA 2006 entitlements that provide for:
  - a) Increased cubic metres allowance to 45 [clause 51 (1) (b)];
  - b) Transportation of a second vehicle [clause 51 (3) (c), (d) and (e)]; and
  - c) Capacity for employers to make additional payments to assist with relocations or pro rata payments [clause 51 (9)].

### **Clause 61 – Access to Information and Resources**

- 12. The award has been updated to incorporate PSGA 2006 entitlements that provide for employee access to information and resources.

### **Schedule L – Named Parties**

- 13. The residency list has been updated to:
  - a) incorporate agency name/machinery of Government changes; and
  - b) remove the Department of Land Information (Landgate) which ceased being respondent to the award and agreement when it became a statutory authority on 1 January 2007.

**SUMMARY OF KEY CHANGES IN THE PUBLIC SERVICE GENERAL AGREEMENT 2008**

The following table identifies the key changes to conditions contained in PSGA 2008. It does not include every change so reference should also be made to the agreement itself.

PSGA 2008 clause	PSGA 2006, PSA or other provision	New provision
10 – Salaries	No relevant provision	<ul style="list-style-type: none"> <li>▪ No back pay for an employee whose employment is terminated prior to the registration of the agreement</li> <li>▪ Sign on bonus for Level 2.5 general division employees</li> <li>▪ Rounding of fortnightly salaries</li> <li>▪ Clarification of payment of back pay where an employee moves from GOSAC to PSGA</li> </ul>
12 – Recovery of Underpayments	No relevant provision	Process for an employer to repay an underpaid employee
13 – Recovery of Overpayments	No relevant provision	Process for an employer to recover an overpayment made to an employee
14 – Part Time Employment	No relevant provision	<ul style="list-style-type: none"> <li>▪ Inclusion of the right of any employee to request to work on a part time basis</li> <li>▪ Obligation on the employer to give reasonable consideration to the request</li> <li>▪ Onus on the employer for demonstrating that there are grounds for refusing the request</li> </ul>
15 – Working with Children Checks	No relevant provision	<ul style="list-style-type: none"> <li>▪ Employers to pay for the checks for existing employees, including renewals</li> <li>▪ New employees to pay for their own initial check</li> <li>▪ Employer may reimburse new employees</li> </ul>
16 – Hours	PSGA 2006 – clause 13	<ul style="list-style-type: none"> <li>▪ Specification that an employer shall not unreasonably limit access to the banking of credit hours</li> <li>▪ Capacity for an employee to request to work outside the span of 7.00am to 6.00pm</li> <li>▪ Capacity for employer to vary the day on which an employee working under a nine-day fortnight arrangements, takes their rostered day off</li> </ul>
17 – Out of Hours Contact Allowance	PSA – clauses 22 (1) (k) and 22 (6), and Schedule H – Part I	<ul style="list-style-type: none"> <li>▪ Out of hours contact allowances to be calculated on the current salary of a level 3.1 employee</li> </ul>
18 – Shift Work	PSA – clause 21 (1) PSGA 2006 – clauses 23.2 to 23.5	<ul style="list-style-type: none"> <li>▪ Changes to definitions of day and night shift</li> <li>▪ Increase in night shift allowance to 20%</li> </ul>

PSGA 2008 clause	PSGA 2006, PSA or other provision	New provision
		of current annual salary
19 – Overtime	PSA – clause 22 (4)	Increase in the overtime cap to top of level 6 (general division) and top of level 3 (specified callings)
20 – Personal Leave	PSGA 2006 – clause 14.12	A minimum of 75 hours personal leave must be available for an employee to use for either sick or carer's leave
	PSGA 2006 – clause 14.25	Removal of the requirements for an employee to be the primary care giver, and for the member of the employee's family/household to be in need of immediate care and attention
	Circular to Depts and Authorities No. 14 of 2006 – Unpaid Carer's Leave	An employee may take 2 days unpaid personal leave to provide care and support to a member of their family/household due to the birth of a child
21 – Purchased Leave	PSA – clause 13	Increase in purchased leave to ten weeks ie.42/52
22 – Parental Leave	Circular to Depts and Authorities No.3 of 2007 – Parental Leave (this circular has been applied administratively in lieu of clause 28 of the PSA)	<ul style="list-style-type: none"> <li>▪ Relocation of partner leave provisions from parental leave clause to a separate parental leave clause (clause 23)</li> <li>▪ Clarification that an employee who is on a period of leave without pay that is unrelated to parental leave is not entitled to paid parental leave without first resuming duty</li> <li>▪ Capacity for an employer to require a pregnant employee to provide a medical certificate if the employer has reason to believe that the employee's continued performance of duties is dangerous</li> <li>▪ Some reordering of clauses</li> </ul>
23 – Partner Leave	Circular to Depts and Authorities No.3 of 2007 – Parental Leave	<ul style="list-style-type: none"> <li>▪ Separate clause to parental leave</li> <li>▪ Entitlement for an employee to take one week's partner leave as paid personal leave</li> </ul>
24 – Grandparental Leave	No relevant provision	New entitlement to 52 weeks unpaid leave for an employee who is their grandchild's primary care giver
25 – Early Access to Pro Rata Long Service Leave	PSGA 2006 – clause 19 (Additional Leave Flexibilities)	Clarification that the entitlement applies to eligible fixed term contract and part time employees
26 – Pro Rata Additional Leave for Shift Workers	PSA – clause 21 (2) (d)	<ul style="list-style-type: none"> <li>▪ Inclusion of a definition of 'regularly rostered'</li> <li>▪ Ability to access additional leave on a pro rata basis</li> </ul>
27 - Pro Rata Additional Leave for North West	PSA – clause 23 (6)	Ability to access additional leave on a pro rata basis - entitlement accrues on a daily basis

PSGA 2008 clause	PSGA 2006, PSA or other provision	New provision
Employees		
30 – Public Sector First Aid Allowance	No relevant provision	An appointed first aid officer is entitled to a first aid allowance
31 – Higher Duties Allowance	PSA – clauses 19 (6), (7) and (8) PSGA 2006 – clause 20	<ul style="list-style-type: none"> <li>▪ Same entitlement to higher duties on <i>paid</i> leave as when on annual leave</li> <li>▪ A part time employee is able to access HDA where they work five consecutive days according to their part time work pattern</li> </ul>
33 – District Allowance	No relevant provision	Increases to district allowance made via a cross sector agreement will apply from 1 July 2008
34 – Remote and Isolated Locations	PSGA 2006 – clause 30.2 (a)	Increase in remote community allowance to \$3,500
39 – Union Facilities	PSA – clause 36 (5) (e)	Additional requirement for the employer to provide the <i>union</i> with time to discuss union benefits to new employees as part of the formal induction program

## SUMMARY OF KEY CHANGES TO THE PUBLIC SERVICE AWARD 1992

The following table identifies the key changes to the Public Service Award 1992. Reference should be made to the award itself.

New PSA clause	PSGA 2006 clause	New provision
21 – Shift Work Allowance	PSGA 2006 - clause 23	Incorporation of: <ul style="list-style-type: none"> <li>▪ increased night and afternoon shift allowance to 15%</li> <li>▪ “annual salary” for afternoon and night shift is based on actual salary and not level 1.7 salary for level 1.7 employees and above</li> <li>▪ increased Sunday penalty rate to time and <math>\frac{3}{4}</math> based on current annual salary</li> <li>▪ weekend penalty rates for casual employees</li> <li>▪ subclauses (2) (c) to (g) renumbered as subclauses (2) (d) to (h)</li> </ul>
23 – Annual Leave	PSGA 2006 – clauses 17 and 18	<ul style="list-style-type: none"> <li>▪ Daily accrual of annual leave</li> <li>▪ Value of annual leave travel concession to be that equivalent to a return fully flexible and refundable airfare to Perth</li> </ul>
30 – Study Leave	No relevant provision	<ul style="list-style-type: none"> <li>▪ Clause renamed “Study Assistance”</li> <li>▪ Officers who already possess an approved qualification for which they did not receive study assistance are eligible for study assistance</li> <li>▪ Removal of the requirement for study to be undertaken on a part time basis</li> <li>▪ Provision of equivalent study leave for employees who do not attend formal classes</li> <li>▪ Expansion of study assistance to study:                             <ul style="list-style-type: none"> <li>▪ at a university or authorised non-university institution in Australia, rather than only WA;</li> <li>▪ with registered training organisations, not only TAFE</li> <li>▪ for the TEE</li> </ul> </li> <li>▪ Definitions of university, authorised non-university institution and registered training organisation</li> </ul>
32 – Bereavement Leave	PSGA 2006 – clause 15	Inclusion of provisions regarding travelling time for regional employees
43 – District Allowance	PSGA 2006 – clause 22	Inclusion of district allowance rate for casual employees
51 – Removal Allowance	PSGA 2006 – clause 32	Inclusion of: <ul style="list-style-type: none"> <li>▪ Increase in cubic metres allowance to 45</li> <li>▪ Transportation of a second vehicle</li> </ul>

New PSA clause	PSGA 2006 clause	New provision
		<ul style="list-style-type: none"> <li>▪ Capacity for employers to make additional payments to assist with relocations or pro rata payments</li> </ul>
61 – Access to Information and Resources	PSGA 2006 – clause 16 (Information and Technology Resources)	Requirement to ensure employees have access to all necessary information and resources to carry out their role
Renumbering		Clauses 61 to 65 renumbered as clauses 62 to 66
Schedule L – Named Parties		Updated to reflect agency name changes



## CORE EMPLOYMENT CONDITIONS

CORE EMPLOYMENT CONDITIONS IN THE GENERAL AGREEMENT	CORE EMPLOYMENT CONDITIONS FROM THE AWARD
1 - Title	Clause 8 - Contract of Service
2 - Arrangement	Clause 14 - Purchased Leave - Deferred Salary Arrangement
3 - Definitions	Clause 15 - Salary Packaging Arrangement
4 - Purpose of General Agreement	Clause 16 - Supported Wage
5 - Application and Parties Bound	Clause 17 - Traineeships
6 - Term of General Agreement	Clause 18 - Annual Increments
7 - No Further Claims	Clause 19 - Higher Duties Allowance
8 - Core Conditions	Clause 23 - Annual Leave, including Leave Loading
9 - Agency Specific Agreements	Clause 24 - Public Holidays
10 - Salaries	Clause 25 - Long Service Leave
11 - Salary Packaging	Clause 32 - Bereavement Leave
12 - Recovery of Underpayments	Clause 33 - Cultural/Ceremonial Leave
13 - Recovery of Overpayments	Clause 34 - Blood/Plasma Donors Leave
14 - Part Time Employment	Clause 35 - Emergency Service Leave
15 - Working With Children Checks	Clause 36 - Union Facilities for Union Representatives
16 - Hours - only in respect of a maximum average of 37.5 hours per week being required to be worked as ordinary hours	Clause 37 - Leave to Attend Association Business
17 - Out of Hours Contact	Clause 38 - Trade Union Training Leave
18 - Shift Work	Clause 39 - Defence Force Reserves Leave
19 - Overtime	Clause 41 - Witness and Jury Service
20 - Personal Leave	Clause 57 - Keeping of and Access to Employment Records
21 - Purchased Leave - 42/52 Arrangement	Clause 59 - Right of Entry and Inspection by Authorised Representatives
22 - Parental Leave	Clause 60 - Copies of Award
23 - Partner Leave	
24 - Unpaid Grandparental Leave	
25 - Early Access to Pro Rata Long Service Leave	
26 - Pro Rata Annual Leave for Shift Workers	
27 - Pro Rata Annual Leave for North West Employees	

CORE EMPLOYMENT CONDITIONS IN THE GENERAL AGREEMENT	CORE EMPLOYMENT CONDITIONS FROM THE AWARD
28 – Days in Lieu of Repealed Public Service Holidays	
29 – Updating of Travel and Relieving Allowance	
30 – Public Sector First Aid Allowance	
31 – Higher Duties Allowance	
32 - Commuted Allowance	
33 – District Allowance	
34 – Remote and Isolated Locations	
35 – Regional Training and Development	
36 – Working from Home	
37 – Workload Management	
38 – Procedure for Classifying an Office	
39 – Union Facilities	
40 – Joint Consultative Committee	
41 - Peak Consultative Forum	
42 – Contract for Service – Labour Hire	
43 - Dispute Settlement Procedure	
Schedule 1 – Signature of Parties	
Schedule 2 – General Division Salaries	
Schedule 3 – Specified Calling Salaries	
Schedule 4 – Agency Specific Agreements	
Schedule 5 – Parties to the General Agreement	