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UNION AGREEMENT



third offer
SUMMARY
DOCUMENT

Accepted/ Partially Accepted Claim Items

Your Union Agreement Offer 2017

		<i>Our Claim for Your Union Agreement</i>	<i>Government's Offer for Your Union Agreement</i>	<i>Commitments received outside of Your Union Agreement</i>	<i>What next?</i>
<i>Title</i>	Accept in part	Public Service and Government Officers CSA Union General Agreement 2017	Public Service and Government Officers CSA General Agreement 2017		
<i>Length</i>	Accept	A two year term	A two year term		
<i>No Trade-Offs</i>	Accept	No trade-offs	No trade-offs		
<i>Pay increases</i>	Accept in part	Salary increases of 2.5% from 12 June 2017 and a further 2.5% increase 12 months later.	Salary increases of \$1000 per annum (pro rata) increases in line with the <i>Public Sector Wages Policy Statement 2017</i> , payable on and from 13 June 2017 and 13 June 2018.	The Government considered a wage freeze in April but did not apply this, opting instead for the flat rate increase change in State Wages Policy.	
<i>Employer preference</i>	Accept	Employers undertake to engage employees on a permanent basis wherever possible; this is to be their default form of engagement	Explicitly states that permanent employment is the preferred form of engagement. Confirms that casual employment, labour hire and other contract for service arrangements are not the preferred methods for delivery of service, and committing the Employer to work towards minimizing these modes of employment.	Letter from the Minister for Commerce dated 13 July 2017. "Direct employment provides a stable, engaged workforce, with the ability to provide appropriate advice to Government and the community on a range of important matters, as well as achieving financial efficiencies."	
<i>Labour Hire</i>	Accept in part	Labour Hire employees only to be hired in limited circumstances Employers will record and collate data on the use of labour hire employees and provide it to your Union. Data will include, but will not be limited to: roles performed, workplace location, prescribed circumstance permitting the use of labour hire, dates of engagement/cessation, identity of labour hire businesses used and amounts paid to each business.	Commits employers to work towards minimizing the use of casual and labour hire employees. Requires employers to provide the names of labour hire businesses they use; the functions undertaken; the headcount number of labour hire employees performing the work; and amount of money paid to each labour hire business to the Joint Consultative Committee within 60 days of a request being made. Explicitly states that labour hire usage is a matter for consultation at Joint Consultative Committees.	*In the lead up to the election, WA Labor promised to: "Review the use of contract for service arrangements and support the direct employment of staff where it is appropriate to do so." *Letter from the Minister for Commerce dated 13 July 2017. "I also take this opportunity to reaffirm the Government's commitment to direct employment within the public sector. Direct employment provides a stable, engaged workforce, with the ability to provide appropriate advice to Government and the community on a range of important matters, as well as achieving financial efficiencies" The CPSU/CSA has submitted a proposal for consultation to government outlining some initial ideas about labour hire. Government has indicated a willingness to share information and work with the Union on this issue.	We will use the information we obtain from employers to bring transparency and accountability to their use of labour hire, identify and challenge bad practices, and make the case for direct, permanent employment of staff.
<i>Fixed-Term Contracts</i>	Accept in part	After a continuous period of 18 months or more, where a fixed term contract employee undertakes the same or a similar role, the employee must be engaged on a permanent basis The letter of appointment for fixed term employees shall confirm the prescribed circumstances under the relevant Award or Agreement that permits fixed term engagement Employers are to inform the Civil Service Association of WA of the names and workplace locations of fixed term employees within 28 days of the request being made	Requires employers to specify the reason/s for engaging employees on a fixed term contract in writing. Requirement to provide your Union with the names and locations of all fixed term employees. Provides principles for the development of conversion to permanency criteria for fixed term contract employees and confirms the criteria will be the subject of consultation between your Union and Government. Requires employers, following the development of the conversion to permanency criteria, to review the employment status of fixed term and casual employees who are continuously employed for more than two years.	During the State election campaign, Labor promised to: "Develop criteria to convert existing employees including contract and casual employees with more than two years' employment in a same or similar job to permanent and establish a process for this to continue in the future." Letter from the Premier dated 13 June 2017. "I can reaffirm our commitments in relation to permanency-conversion processes for contract workers. A high level agreement will be considered as part of your General Agreement negotiations, with the operational detail being considered through a separate negotiation process with public sector unions."	We will use this clause to actively contribute to the development of a conversion to permanency criteria that actually works for members. We will contact public sector workers on fixed term contracts to talk about their employment and how being a member of the CPSU/CSA could assist them in improving their job security. We will support members on fixed term contracts assess their eligibility for conversion to permanency and progress their claims.

<i>Consultation</i>	Accept in part	<p>Clarify when your employer must consult your Union and members for proposed and actual workplace changes and define consultation.</p> <p>Ensure that employer representatives at any Joint Consultative Committee meeting have the necessary delegated powers to make decisions.</p> <p>Enable unresolved matters to be referred to the WA Industrial Relations Commission.</p>	<p>Clarifies what is meant by “change” requiring consultation.</p> <p>Expands matters for consultation at the Joint Consultative Committee to include “agency implementation of recommendations from Government decisions, policies and initiatives.”</p> <p>Specifies in more detail what is required from employers in the consultation process.</p>		<p>We will use this clause to stop employers ramming through poorly considered restructures and cutbacks, and ensure genuine consultation occurs regarding proposed organisational change.</p>
<i>Workload</i>	Accept in part	<p>Employers to record and collate data on workload indicators and provide to your Union.</p> <p>Current list of workload indicators to be expanded.</p> <p>Workload management issues raised by your Union which cannot be resolved at the Joint Consultative Committee or through other workplace consultation mechanisms to be referred to the WA Industrial Relations Commission.</p>	<p>More comprehensive requirements to monitor and record workload.</p> <p>Workload data to be dealt with as a function of the JCC</p> <p>Workload surveys developed and conducted jointly with your Union following the establishment of a workload review team</p>		<p>We will utilise the improvements in this clause to gather evidence of excessive workloads.</p> <p>We will utilise this evidence to work with public sector employers to develop strategies to alleviate workload stress.</p> <p>We will utilise this evidence to progress conversations with government about properly resourcing the public sector.</p>
<i>Family and Domestic Violence Leave</i>	Accept in part	<p>20 days paid leave (non-cumulative); measures to protect confidentiality; protection against adverse action or discrimination; flexible working arrangements; nominated trained workplace contacts; workplace safety planning; referral to appropriate support services.</p>	<p>10 days paid leave (non-cumulative); measures to protect confidentiality; protection against adverse action or discrimination; flexible working arrangements; nominated trained workplace contacts; workplace safety planning.</p>	<p>During the State election WA Labor promised to: <i>“Support Victims of domestic and family violence by introducing 10 days paid Domestic and Family Violence Leave, flexible work arrangements, safety plan agreements and access to counselling services.”</i></p> <p>Government independently made an announcement on 14 June in relation to Family and Domestic Violence Leave. The announcement included the development of a policy which the CPSU/CSA significantly contributed to.</p>	
<i>No Forced Redundancies (new!)</i>	Accept in part	<p>Commits employers to not exercise their discretion to register an employee, and to exercise their discretion to revoke the registration of an employee, under regulations 18 and 29 of the <i>Public Sector Management (Redeployment and Redundancy) Regulations 2014</i> (WA) respectively.</p>	<p>Commits to a comprehensive review of existing processes for public sector redeployment and redundancy during the term of the Agreement. Places new clauses in the Agreement:</p> <ul style="list-style-type: none"> Enhancing rights to consultation and information through the JCC when change may result in surplus employees. Requiring vacancies to be filled with suitable surplus employees before engaging, or extending the engagement of, employees on fixed term contracts or labour hire arrangements. Requiring the suitability of a surplus employee to be assessed broadly. Requiring all surplus employees to be given direct access to priority vacancies through RAMS. Requiring stronger case management, including surplus employees being provided with an appropriately skilled case manager/s, a skills audit and continual support to find suitable employment. Requiring employees to receive written reason/s for the intended registration and the possible employment, placement and training options available to them when notified of their employer’s intention to make them registered. Allowing for the suspension of the redeployment period for the duration that an employee is participating in retraining, a secondment or other employment placement arrangement; and Requiring that the union be notified when registered employees enter the last 3 months of their redeployment period. 	<p>During the State election WA Labor promised to: <i>“Revamp the process for involuntary severances and ensure that they are only applied in very limited circumstances that are clearly defined”</i></p> <p>Letter from the Minister for Commerce dated 13 July 2017:</p> <p><i>“I recognise that fair and well understood conditions of employment are critical to the aims of Government being achieved and that at the present time the processes surrounding redeployment and redundancy are of particular interest to your members.</i></p> <p><i>Accepting that forced redundancies are separate to performance management processes, and that this is an important issue for your members as we undergo significant change in the public sector, I propose to conduct a review of the processes currently in place.</i></p> <p><i>The avenue for this review will be the Peak Consultative Forum (PCF).”</i></p>	<p>We will use the new clauses to ensure employers comply with their responsibilities to employees whose positions have been abolished to find another role in the public sector.</p> <p>We will use the review to make the case for more substantial improvements to the redeployment and redundancy process, including those elements that are currently contained within legislation, regulations, guidelines and Commissioners Instructions.</p>

Unable to reach agreement Claim Items

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

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

Not Accepted Claims Items

		<i>Our Claim</i>
<i>Flexible Working Arrangements</i>	Not accepted	Strengthen clauses by placing onus on the employer to provide evidence when rejecting requests for flexible arrangements.
<i>Cultural and Ceremonial Leave</i>	Not accepted	5 days dedicated paid leave (non-cumulative) for legitimate ceremonial and cultural purposes to meet the employee's customs, traditional law and participation in ceremonial activities.
<i>Bereavement Leave</i>	Not accepted	Extend to 5 days paid leave per incidence; Expand circumstances in which an employee may access this entitlement to better reflect modern families. Facilitate the reasonable use of other forms of paid and unpaid leave as necessary following the utilisation of bereavement leave
<i>Superannuation</i>	Not accepted	Increase from 9.5% to 10.5% with secondary options for employer to match employee superannuation contributions up to a pre-determined amount and for super to be paid during unpaid maternity leave
<i>Shift Work Travel Allowance</i>	Not accepted	Extension of this allowance to employees whose workplaces are within a radius of 50 km of the Perth City Railway Station and whose residence is within a radius of 50 km of that workplace.

		<i>Our Claim</i>
<i>Insurance</i>	Not accepted	Where an employee is covered by an insurance policy providing payments for periods of unplanned absences from work due to illness or injury, the employer shall accept payments from the insurer made on behalf of the employee to re-credit the employees paid personal leave balance
<i>Reclassification</i>	Not accepted	Joint review of public sector reclassification process and assessment tools to be commenced during the life of the agreement.
<i>Incorporation of clauses into Awards</i>	Not accepted	The following clauses of the General Agreement are incorporated into the applicable Awards: 16. Working with Children Checks; 21. Personal Leave; 22. Purchased Leave – 42/52 Arrangement; 23. Maternity Leave; 24. Adoption Leave; 25. Other Parent Leave; 26. Partner Leave Clause 27. Unpaid Grandparental Leave; 29. Pro Rata Additional Annual Leave for Shift Work Employees; 30. Pro Rata Additional Annual Leave for North West Employees; 34. Days in Lieu of the Repealed Public Service Holidays; 37. Public Sector First Aid Allowance.
<i>Employer Respondency</i>	Not accepted	Employer Respondency to provide for change of agency title, reconfiguration of agencies, successors, new agencies and machinery of Government initiatives