

## Accepted/ Partially Accepted General Claim Items

		<i>Our Claim for Your Union Agreement</i>	<i>Government's Offer for Your Union Agreement</i>	<i>Commitments received outside of Your Union Agreement</i>	<i>What next?</i>
<i>Length</i>	Accept	A two year term	A two year term		
<i>No Trade-Offs</i>	Accept	No trade-offs	No trade-offs		
<i>Pay increases</i>	Accept in part	Salary increases of 2.5% from 12 June 2017 and a further 2.5% increase 12 months later.	Salary increases of \$1000 per annum (pro rata) increases in line with the Public Sector Wages Policy Statement 2017, 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 minimising 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 minimising 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>Consultation</i>	Accept in part	Clarify when your employer must consult your Union and members for proposed and actual workplace changes and define consultation.  Ensure that employer representatives at any Joint Consultative Committee meeting have the necessary delegated powers to make decisions.  Enable unresolved matters to be referred to the WA Industrial Relations Commission.	Clarifies what is meant by "change" requiring consultation.  Expands matters for consultation at the Joint Consultative Committee to include "agency implementation of recommendations from Government decisions, policies and initiatives."  Specifies in more detail what is required from employers in the consultation process.		We will use this clause to stop employers ramming through poorly considered restructures and cutbacks, and ensure genuine consultation occurs regarding proposed organisational change.

<p><i>Family and Domestic Violence Leave</i></p>	<p>Accept in part</p>	<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: "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."  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>	
<p><i>No Forced Redundancies</i></p>	<p>Accept in part</p>	<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 Public Sector Management (Redeployment and Redundancy) Regulations 2014 (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: 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 employees on fixed term contracts and labour hire arrangements and the suitability of a surplus employee to be assessed broadly; Requiring all surplus employees to be given access to RAMS and be 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, secondment or other employment placement arrangement; and Providing the union with information when registered employees enter the last 3 months of their redeployment period.</p>	<p>During the State election WA Labor promised to: "Revamp the process for involuntary severances and ensure that they are only applied in very limited circumstances that are clearly defined" Letter from the Minister for Commerce dated 13 July 2017:  "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.  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.  The avenue for this review will be the Peak Consultative Forum (PCF)."</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.  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>

## Accepted/ Partially Accepted Jury Officer Specific Claim Items

		<i>Our Claim for Your Union Agreement</i>	<i>Government's Offer for Your Union Agreement</i>	<i>Commitments received outside of Your Union Agreement</i>	<i>What next?</i>
<i>Hours</i>	Accept in part	In accordance with clause 13.11, in ensuring each employee is apportioned hours of work as equally as possible, hours of work are to be transparent. For example, hours to be displayed on a noticeboard accessible to all Jury Officers and updated regularly.	Within 28 days of a written request, the Department will provide the Joint Consultative Committee with information on the actual number of hours worked by each Jury Officer for the past three months. A unique identification number will be used for each Jury Officer.		
<i>Uniforms</i>	Accept	Jury Officers to be allowed to choose between a skirt and trousers.	Jury Officers will be able to choose between a skirt and trousers.		
<i>Title</i>	Accept in part	The Department of the Attorney General Jury Officers CSA Union Agreement 2017.	CSA will be inserted into the title of the new Agreement.		
<i>Fixed Term Contracts</i>	Accept in part	<p>General Your Union Agreement claim to also apply to casual employees. General claim sought:</p> <p>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.</p> <p>The letter of appointment for fixed term employees shall confirm the prescribed circumstances under the relevant Award or Agreement that permits fixed term engagement.</p> <p>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.</p>	<p>The following elements of the general Your Union Agreement offer apply:</p> <p>Acknowledgement that fixed term contract conversion criteria is subject to further development by government.</p> <p>The Department will review the employment status of casual employees who are continuously employed for more than two years against the conversion criteria, once developed.</p>	<p>During the State election campaign, Labor promised to:</p> <p><i>"Develop criteria to convert existing employees including contract and casual employees with more than two years' employment in a same or similar job to permanent and establish a process for this to continue in the future."</i></p> <p>Letter from the Premier dated 13 June 2017:</p> <p><i>"I can reaffirm our commitments in relation to permanency-conversion processes for contract workers. A high level agreement will be considered as part of your General Agreement negotiations, with the operational detail being considered through a separate negotiation process with public sector unions."</i></p>	We will use this clause to actively contribute to the development of a conversion to permanency criteria that actually works for members.

## Govt. Initiated General Items Specific Items

		<i>Government's Offer</i>
<i>Annual Leave Loading</i>	Acceptable	Update maximum rates.
<i>Maternity leave</i>	Acceptable	Update for consistency with Fair Work Act 2009 (Cth) provisions (unpaid special maternity leave).
<i>Other parent leave</i>	Acceptable	Update for consistency with Fair Work Act 2009 (Cth) provisions (responsibility of a child).

## Govt. Initiated Jury Officer

		<i>Government's Offer</i>
<i>Contract of Service</i>	Acceptable	Expand Contract of Service clause to allow for Jury Officers to work during court recesses and adjournments as required.

Partner leave	Acceptable	Clarify conclusion of leave applies to adoption as well as birth of a child.
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## Unable to Reach Agreement Claim Items

		<i>Our Claim</i>	<i>Govt. Offer</i>	<i>Commitments received outside of Your Union Agreement</i>	<i>What next?</i>
<i>Cessation of privatisation/contracting out</i>	No agreement reached.	No contracting out of work undertaken by classifications of public sector employees covered by the Agreement for the term of the Agreement. There will be no extension of current contracts.	Proposals were exchanged during negotiations, but agreement could not be reached. With the exception of the Employer Preference clause, no new provisions feature in the offer.	<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>

## Not Accepted Jury Officer Specific Claim Items

		<i>Our Claim</i>
<i>Classification alignment</i>	Not Accepted	Jury Officers to be classified as Level 1 as per Schedule 2: General Division Salaries of the <i>Public Service and Government Officers General Agreement 2014 (PSGOGA)</i> .
<i>Maximum continuous hours</i>	Not Accepted	Jury Officers will not be required to work more than five continuous hours without a break.
<i>Meal allowance</i>	Not Accepted	Jury Officers to be provided with one meal per shift or a meal allowance.
<i>Casual loading</i>	Not Accepted	Increase in casual loading from 20 per cent to 25 per cent to reflect national standard. Loading is paid in lieu of annual leave, personal leave and payment for public holidays.

## Not Accepted General Claims Items

		Our Claim
<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.

		Our Claim
<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