

PUBLIC SERVICE

GENERAL AGREEMENT 2002

1. TITLE

This Agreement shall be known as the Public Service General Agreement 2002.

2. ARRANGEMENT

1. Title
 2. Arrangement
 3. Definitions
 4. Purpose of Agreement
 5. Application and Parties
 6. Term of Agreement
 7. No further Claims
 8. Core Conditions
 9. Agency Specific Agreements
 10. Higher Duties Allowance
 11. Annual Leave
 12. Long Service Leave
 13. Parental Leave
 14. Bereavement Leave
 15. Carers Leave
 16. Cultural/Ceremonial Leave
 17. 48/52 Leave Arrangement
 18. Deferred Salary Scheme
 19. Blood/Plasma Donors Leave
 20. Emergency Service Leave
 21. Public Service Holidays
 22. Supported Wage
 23. Traineeship
 24. Dispute Settlement Procedure
 25. Preservation and Transition
 26. Consultation
 27. Salaries
 28. Salary Packaging
 29. Union Facilities for Union Representatives
 30. Signature of Parties
- Schedule 1 Agreements
Schedule 2 Agreements
Schedule 3 Agreements
Schedule 4 Agreements
Schedule 5 General Agreement Salaries
Schedule 6 Parties to General Agreement

3. DEFINITIONS

3.1 For the purposes of the General Agreement the following definitions shall apply.

- a) "Agency" means department, or SES organisation, or non SES organisation, as defined in the *Public Sector Management Act 1994*.
- b) "Agency Specific Agreement" means an Industrial Agreement developed in accordance with clause 9, which will be read in conjunction with the General Agreement and Award.

- c) "Award" means the Public Service Award 1992.
- d) "Employees" means public service officers and executive employees employed in the Public Service under Part 3 of the *Public Sector Management Act 1994*.
- e) "Employers" means Employing Authorities.
- f) "Employing Authority" means employing authorities as defined by section 5 of the *Public Sector Management Act 1994*.
- g) "Enterprise Bargaining Agreement" means the existing Agreements listed in Schedule 1, Schedule 2, Schedule 3 and Schedule 4.
- h) "General Agreement" means the Public Service General Agreement 2002.
- i) "Part time Trainee" means a Trainee engaged under an approved Part time Traineeship where working hours are less than 37.5 hours per week; reasonably regular hours are worked each week; and wages and entitlements accrue on a pro rata basis.
- j) "Trainee" means a person actively participating in an accredited Traineeship program.
- k) "Traineeship" means a structured work-based learning program formally approved by the Western Australian Department of Training in accordance with National competency standards. A Traineeship shall include on and off the job training and allow for the practical application of these skills at the workplace. Upon the successful completion of all the competencies prescribed in the Training Plan, a Trainee will be issued with a nationally recognised Certificate.
- l) "Union" means the Civil Service Association of Western Australia Incorporated.
- m) "WAIRC" means the Western Australian Industrial Relations Commission

4. PURPOSE OF AGREEMENT

4.1 The parties agree that the purpose of the General Agreement is to:

- a) effect salaries parity and salary increases in accordance with the General Agreement, for employees bound by the General Agreement;
- b) in conjunction with the Award provide a core set of employment conditions for employees bound by the General Agreement; and
- c) to allow the parties to negotiate Agency Specific Agreements in accordance with clauses 9 and 25 of the General Agreement.

5. APPLICATION AND PARTIES BOUND

- 5.1 The parties bound by the General Agreement are listed in Schedule 6.
- 5.2 The General Agreement shall apply to all employees, other than those listed in subclause 5.3 of this clause, appointed under Part 3 of the *Public Sector Management Act 1994* or continuing as such by virtue of clause 4(c) of Schedule 5 of that *Act*, who are members of or eligible to be members of the union and covered by the Award. As at the date of registration the approximate number of employees covered by this Agreement is 18,300.
- 5.3 The General Agreement shall not apply to:
- a) A chief executive officer as defined in section 3(1) of the *Public Sector Management Act 1994*.
 - b) Employees whose remuneration payable is determined or recommended pursuant to the Salaries and Allowances Act 1975.
 - c) Employees whose remuneration is determined by an Act to be at a fixed rate, or is determined or to be determined by the Governor pursuant to the provisions of any Act.
- 5.4 The General Agreement shall be read in conjunction with the Public Service Award 1992. Where the provisions of the Award and the General Agreement are inconsistent, the provisions of the General Agreement shall prevail.
- 5.5 Subject to clause 25 – Preservation and Transition, the General Agreement replaces existing enterprise bargaining agreements, as they apply to employees covered by the Award, as follows:
- a) Schedule 1 enterprise bargaining agreements will be replaced by the General Agreement from the date of registration of the General Agreement. Salary rates provided for in Column A of the General Agreement salary schedules will apply to employees covered by the replaced enterprise bargaining agreements from 1 July 2001;
 - b) Schedule 2 enterprise bargaining agreements will be replaced by the General Agreement from the date of registration of the General Agreement. Salary rates provided for in Column B of the General Agreement salary schedules will apply to employees covered by the replaced enterprise bargaining agreements from 1 January 2002;
 - c) Schedule 3 enterprise bargaining agreements will be replaced by the General Agreement on 1 January 2003. Salary rates provided for in Column C of the General Agreement salary schedules will apply to employees covered by the replaced enterprise bargaining agreements; and
 - d) Schedule 4 enterprise bargaining agreements will be replaced by the General Agreement on 1 January 2003, except in respect of salaries. The replaced enterprise bargaining agreements will remain in effect in respect of salaries.

6. TERM OF AGREEMENT

- 6.1 The General Agreement shall operate from the date of registration in accordance with Section 41 of the *Industrial Relations Act 1979* and will expire on 31 December 2003.
- 6.2 The parties to the General Agreement agree to re-open negotiations for a replacement Agreement at least six (6) months prior to the expiry of the General Agreement with a view to implement a replacement agreement operative from 1 January 2004.

7. NO FURTHER CLAIMS

- 7.1 The parties to the General Agreement undertake that for the term of the General Agreement there shall be no salary increases sought or granted other than those provided under the terms of the General Agreement.
- 7.2 The parties to the General Agreement undertake that for the term of the General Agreement there will be no further claims on matters contained in the General Agreement.

8. CORE CONDITIONS

- 8.1 The core conditions of employment for employees covered by the General Agreement shall be the terms and conditions of the General Agreement and the following provisions contained in the Award:
- a) Clause 7 - Contract of Service;
 - b) Clause 14 - Higher Duties Allowance;
 - c) Clause 16 – Hours, in respect to 37.5 hours per week only;
 - d) Clause 19 - Annual Leave, including leave loading;
 - e) Clause 20 - Public Holidays;
 - f) Clause 22 – Sick Leave;
 - g) Clause 26 - Short Leave;
 - h) Clause 27 - Leave to Attend Association Business;
 - i) Clause 28 - Trade Union Training Leave;
 - j) Clause 29 - Leave For Training With Defence Force Reserves;
 - k) Clause 45 - Time and Salaries Record;
 - l) Clause 47 - Right of Entry;
 - m) Clause 48 - Copies of Award; and
 - n) Clause 57 - Witness and Jury Service.

9. AGENCY SPECIFIC AGREEMENTS

- 9.1 The primary vehicle for regulating pay and conditions for employees shall be the Award and the General Agreement.
- 9.2 Core conditions of employment referred to in Clause 8 of the General Agreement cannot be the subject of an agency specific agreement.
- 9.3 The parties accept that, aside from those matters which become part of agency specific agreements as a result of the operation of Clause 25 - Preservation and Transition, agency specific agreements will only be made to meet special circumstances.
- 9.4 Special circumstances include:
- a) where arrangements are agreed by the parties to be necessary due to the peculiar nature of work undertaken in an agency; or
 - b) where arrangements are agreed by the parties to be necessary to meet agreed equity goals.
- 9.5 Should the parties be unable to reach agreement the matter may be referred by either party to the WAIRC.

10. HIGHER DUTIES ALLOWANCE

- 10.1 Where employees in receipt of an allowance granted under Clause 14 – Higher Duties of the Award proceed on –
- a) a period of annual leave in excess of the normal, such employees shall only receive payment of such allowance for the period of normal annual leave; and
 - b) a period of any other approved leave of absence of more than four (4) weeks, such employees shall not be entitled to receive payment of such allowance for the whole or any part of the period of such leave.

11. ANNUAL LEAVE

- 11.1 Where employees are entitled to a travel concession under subclause (10) of Clause 19 – Annual Leave, of the Award and the employees headquarters is situated in District Allowance Areas 3, 5, 6, or that portion of Area 4 located north of 30⁰ South Latitude, a travel concession covering the cost of airfares or motor vehicle allowance up to a maximum amount equivalent to the value of a return economy airfare to Perth will be provided for each employee and each of his/her dependants when proceeding on annual leave to a location other than Perth or Geraldton.

12. LONG SERVICE LEAVE

- 12.1 Employees shall be entitled to thirteen weeks paid long service leave on the completion of seven years continuous service and an additional thirteen weeks paid long service leave for each subsequent period of seven years of continuous service completed by each employee.

- 12.2 Employees may by agreement with their employer, clear any accrued entitlement to long service leave in one week periods.
- 12.3 Where a replaced Enterprise Bargaining Agreement listed in Schedules 1 and 2 provided for a long service leave entitlement different to that provided under the award, employees shall be entitled to long service leave in accordance with the General Agreement from 1 January 2002.
- 12.4 Notwithstanding subclause 12.1, where employees have been accruing long service leave credits under arrangements different to those in the award, service under the varied arrangements shall be recognised and credited as a proportion of the qualifying service under the varied arrangement.
- 12.5 Where employees have forfeited the entitlement to accrue long service leave for a benefit, service under the varied arrangement is excised for the purpose of accruing long service leave under the General Agreement.
- 12.6 Where employees have taken pro rata long service leave and/or pay in lieu of such leave, all leave entitlements utilised shall be deducted from any long service leave to which the employees may become entitled. Service for these periods will be treated in accordance with clause 21.5 (b) and (d) – Long Service Leave of the Award.

13. PARENTAL LEAVE

13.1 Definitions

- a) “Employees” includes full time, part time, permanent and fixed term contract employees.
- b) “Replacement Employees” are employees specifically engaged to replace employees proceeding on parental leave.

13.2 Eligibility for Parental Leave

- a) Employees are entitled to a period of up to 52 weeks unpaid parental leave in respect of the birth of a child to the employee or the employee’s spouse/partner.
- b) Employees shall provide the employer with a certificate from a registered medical practitioner confirming the pregnancy and the estimated date of birth.
- c) Where the employee applying for the leave is the partner of a pregnant spouse one (1) week’s leave may be taken at the birth of the child concurrently with parental leave taken by the pregnant employee.
- d) Subject to subclause (c) of this clause where both partners are employed by the employer the leave shall not be taken concurrently except under special circumstances and with the approval of the employer.
- e) Employees seeking to adopt a child under the age of five (5) years shall be entitled to three (3) weeks parental leave at the placement of the child and a further period of parental leave up to a maximum of 52 weeks.
- f) Employees seeking to adopt a child shall be entitled to two (2) days unpaid leave to attend interviews or examinations required for the adoption

procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional days leave. Employees may take any paid leave entitlement in lieu of this leave.

13.3 Other leave entitlements

- a) Employees proceeding on parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave for the whole or part of the period of parental leave.
- b) (i) Subject to all other leave entitlements being exhausted employees shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two (2) years. The employer's approval is required for such an extension.

(ii) Any period of leave without pay must be applied for and approved in advance and will be granted on a year by year basis. Where both parents work for the employer the total combined period of leave without pay following parental leave will not exceed two (2) years.
- c) Employees on parental leave are not entitled to paid sick leave and other paid absences.
- d) Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner.
- e) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.

13.4 Notice and Variation

- a) Employees shall give not less than four (4) weeks notice in writing to the employer of the date the employee proposes to commence parental leave stating the period of leave to be taken.
- b) Employees seeking to adopt a child shall not be in breach of subclause (a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- c) Employees proceeding on parental leave may elect to take a shorter period of parental leave and may at any time during that period elect to reduce or extend the period stated in the original application, provided four weeks written notice is provided.

13.5 Transfer to a Safe Job

Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred to a safe position at the same classification level until the commencement of parental leave.

13.6 Replacement Employee

Prior to engaging a replacement employee the employer shall inform the person of the temporary nature of the employment and the entitlements relating to the return to work of the employee on parental leave.

13.7 Return to Work

- a) Employees shall confirm the intention to return to work by notice in writing to the employer not less than four (4) weeks prior to the expiration of parental leave.
- b) Employees on return to work from parental leave shall be entitled to the position which the employees occupied immediately prior to proceeding on parental leave. Where the employees were transferred to a safe job the employees are entitled to return to the position occupied immediately prior to transfer.
- c) Employees will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the one held immediately prior to commencement of leave.
- d) Employees may return on a part time basis to the same position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with the part time provisions of the Award.
- e) Subject to the employer's approval, employees who have returned on a part time basis may revert to full time work at the same classification level within two (2) years of the recommencement of work.

13.8 Effect of Leave on the Employment Contract

- a) Employees employed for a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.
- b) Absence on parental leave shall not break the continuity of service of employees but shall not be taken into account in calculating the period of service for any purpose under the Award and General Agreement.
- c) Employees on parental leave may terminate employment at any time during the period of leave by written notice in accordance with the Award and General Agreement.
- d) An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or absence on leave but otherwise the rights of the employer in respect of termination of employment are not affected.

14. BEREAVEMENT LEAVE

14.1 Employees shall on the death of:

- a) the spouse of the employee;
- b) the child or step-child of the employee;

- c) the parent or step-parent of the employee;
- d) the brother, sister, step brother or step sister; or
- e) any other person who, immediately before that person's death, lived with the employee as a member of the employee's family;

be eligible for up to two (2) days paid bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

14.2 The two (2) days need not be consecutive.

14.3 Bereavement leave is not to be taken during any other period of leave.

14.4 Payment of such leave may be subject to the employee providing evidence of the death or relationship to the deceased, satisfactory to the employer.

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

15. CARERS LEAVE

15.1 Employees are entitled to up to five (5) days leave per year to care for an ill family member, provided the days used are sick leave entitlements.

15.2 Employees shall, wherever practical, give the employer notice of the intention to take carers leave and the estimated length of absence. If it is not practicable to give prior notice of absence employees shall notify the employer as soon as possible on the first day of absence.

15.3 Employees shall provide, where required by the employer, evidence to establish the requirement to take carers leave. An application for carers leave exceeding two (2) consecutive working days shall be supported by a certificate from a registered medical practitioner or registered dentist.

15.4 The definition of family shall be the definition contained in the Equal Opportunity Act 1986. That is, a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee.

15.5 Carers leave may be taken on an hourly basis or part thereof.

16. CULTURAL/CEREMONIAL LEAVE

16.1 Employees are entitled to time off without loss of pay for cultural /ceremonial purposes, subject to agreement between the employer and employee and sufficient leave credits being available.

16.2 Such leave shall include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.

- 16.3 Cultural /ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:
- a) the employee's annual leave entitlements;
 - b) accrued days off or time in lieu; or
 - c) short leave when entitlements under subclauses (a) and (b) have been fully exhausted.
- 16.4 Time off without pay may be granted by arrangement between the employer and the employee for cultural/ceremonial purposes.
- 16.5 The employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- 16.6 Cultural/ceremonial leave shall be available to all employees.

17. 48/52 LEAVE ARRANGEMENT

- 17.1 The employer and an employee may agree to enter into an arrangement whereby the employee can purchase up to four weeks additional leave. The employee can agree to take a reduced salary spread over the 52 weeks of the year and receive the following amounts of additional leave:

Number of weeks' salary spread over 52 weeks	Number of weeks additional leave purchased.
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- 17.2 The additional purchased leave will not be able to be accrued. The employee is to be entitled to pay in lieu of the additional leave not taken. In the event that the employee is unable to take such leave, his/her salary will be adjusted on the last pay period in January to take account the fact that time worked during the year was not included in the salary.
- 17.3 In the event that a part time employee's ordinary working hours are varied during the year, the salary paid for such leave taken will be adjusted on the last pay in January to take into account any variations to the employee's ordinary working hours during the previous year.
- 17.4 Access to this entitlement will be subject to the employee having satisfied the Agency's accrued leave management policy.

18. DEFERRED SALARY SCHEME

- 18.1 With the written agreement of the employer, an employee may elect to receive, over a four-year period, 80% of the salary they would otherwise be entitled to receive in accordance with the General Agreement.

- 18.2 On completion of the fourth year, an employee will be entitled to 12 months leave and will receive an amount equal to 80% of the salary they were otherwise entitled to in the fourth year of deferment.
- 18.3 Where an employee completes four (4) years of deferred salary service and is not required to attend duty in the following year, the period of non-attendance shall not constitute a break in service and shall count as service on a pro-rata basis for all purposes.
- 18.4 An employee may withdraw from this scheme prior to completing a four-year period by written notice. The employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.
- 18.5 The employer will ensure that superannuation arrangements and taxation effects are fully explained to the employee by the relevant Authority. The employer will put any necessary arrangements into place.

19. BLOOD/PLASMA DONORS LEAVE

- 19.1 Subject to operational requirements, employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:
- a) prior arrangements with the supervisor has been made and at least two (2) days' notice has been provided; or
 - b) the employee is called upon by the Red Cross Blood Centre.
- 19.2 The notification period shall be waived or reduced where the supervisor is satisfied that operations would not be unduly affected by the employee's absence.
- 19.3 The employee shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.
- 19.4 Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood to the Red Cross Blood Centre.

20. EMERGENCY SERVICE LEAVE

- 20.1 Subject to operational requirements, paid leave of absence shall be granted by the employer to an employee who is an active volunteer member of State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service, Bush Fire Brigade or Volunteer Marine Rescue Service, in order to allow for attendances at emergencies as declared by the recognised authority.
- 20.2 The employer shall be advised as soon as possible by the employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.
- 20.3 The employee must complete a leave of absence form immediately upon return to work.
- 20.4 The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.
- 20.5 An employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with subclauses 20.2, 20.3 and 20.4.

21. PUBLIC SERVICE HOLIDAYS

21.1 The two (2) public service holidays days in lieu as provided for in the Premiers Circular to Ministers 1/94 apply to employees covered by this General Agreement.

22. SUPPORTED WAGE

Workers Eligible for a Supported Wage

22.1 This clause defines the conditions that will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this agreement. In the context of this clause, the following definitions will apply:

- a) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "(Supported Wage System: Guidelines and Assessment Process)";
- b) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessment of an individual's productive capacity within the Supported Wage System;
- c) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme; and
- d) "Assessment Instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

Eligibility Criteria

22.2 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under the General Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension. (This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of the General Agreement relating to the rehabilitation of employees who are injured in the course of their current employment).

22.3 This clause also does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s10 or s12A of the Act, or if a part only has received recognition, that part.

Supported Wage Rates

22.4 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by the General Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity (clause 22.5)	% of Prescribed General Agreement Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than \$53 per week).

*Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

Assessment of Capacity

22.5 For the purpose of establishing the percentage of the General Agreement rate to be paid to the employees, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- a) the employer and the union, in consultation with the employee, or if desired by any of these; or
- b) the employer and an accredited Assessor from a panel agreed by the parties to the General Agreement and the employee.

Lodgement of Assessment Instruments

22.6 All assessment instruments under the conditions of this clause, including the appropriate percentage of the General Agreement wage rate to be paid to the employee, shall be lodged by the employer with the Registrar of the WAIRC.

22.7 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the union is not a party to the assessment, it

shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

Review of Assessment

22.8 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

Other Terms and Conditions of Employment

22.9 Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other employees covered by the General Agreement paid on a pro rata basis.

Workplace Adjustment

22.10 An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employees's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

Trial Period

22.11 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

22.12 During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

22.13 The minimum amount payable to the employee during the trial period shall be no less than \$53 per week.

22.14 Work trials should include induction or training as appropriate to the job being trialed.

22.15 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause 22.5.

23. TRAINEESHIPS

23.1 Trainees are to be additional to the normal workforce of the employers so that trainees shall not replace paid workers or volunteers or reduce the hours worked by existing employees.

23.2 Training Conditions:

The arrangements between the employer and the trainee in relation to training are as specified in the Traineeship Training Agreement, as administered by the Department of Training.

23.3 Employment Conditions:

- a) the initial period of employment for trainees is the nominal training period endorsed at the time the particular traineeship is established;
- b) completion of the traineeship scheme will not guarantee the trainee future employment in the public sector, but the employer will cooperate to assist the trainee to be placed in suitable employment, should a position arise;
- c) trainees are permitted to be absent from work without loss of continuity of employment to attend off the job training in accordance with the training plan. However, except for absences provided for under this General Agreement and the Award, failure to attend for work or training without an acceptable cause will result in loss of pay for the period of the absence; and
- d) trainees will receive a mix of supervised work experience, structured training on the job and off the job, and the opportunity to practice new skills in a work environment;
- e) overtime and shift work shall not be worked by trainees except to enable the requirements of the training to be effected. When overtime and shift work are worked the relevant allowances and penalties of the award, based on the training wage stated in subclause 23.4 will apply. No trainee shall work overtime or shift work on their own.

23.4 Wages:

- a) the initial period of employment for trainees is the nominal training period endorsed at the time the particular traineeship is established;
- b) completion of the traineeship scheme will not guarantee the trainee future employment in the public sector, but the employer will cooperate to assist the trainee to be placed in suitable employment, should a position arise;
- c) trainee's are permitted to be absent from work without loss of continuity of employment to attend off the job training in accordance with the training plan. However, except for absences provided for under this General Agreement and the Award, failure to attend for work or training without an acceptable cause will result in loss of pay for the period of the absence; and
- d) overtime and shift work shall not be worked by trainees except to enable the requirements of the training to be effected. When overtime and shift work are worked the relevant allowances and penalties of the award, based on the training wage stated in subclause 23.4 will apply. No trainee shall work overtime or shift work on their own.

23.5 Wages:

The salary applicable to trainees shall be as prescribed in the National Training Wage Award 1994 for employees up to and including 20 years of age. Adult trainees will be paid the rate prescribed under the *Minimum Conditions of Employment Act 1993* for the minimum weekly rate of pay for employees 21 or more years of age.

“Part time trainee” means a trainee who is employed for less than 37.5 hours per week; reasonably regular hours are worked each week; and wages and entitlements accrue on a pro-rata basis.

“Traineeship” means a full time or part time structured employment based training arrangement approved by the Western Australian Department of Training where the trainee gains work experience and has the opportunity to learn new skills in a work environment. On successful completion of the traineeship the trainee obtains a nationally recognised qualification.

“Traineeship Training Agreement” means the agreement between the employer and the trainee that provides the training conditions for the traineeship and is registered with the Western Australian Department of Training.

24. DISPUTE SETTLEMENT PROCEDURE

- 24.1 Any questions, disputes or difficulties arising under the General Agreement or in the course of the employment of employees covered by the General Agreement shall be dealt with in accordance with this clause.
- 24.2 The employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three (3) working days. An employee may be accompanied by a union representative.
- 24.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager’s superior and an attempt made to find a satisfactory solution, within a further three (3) working days. An employee may be accompanied by a union representative.
- 24.4 If the dispute is still not resolved, it may be referred by the employee/s or union representative to the Chief Executive Officer or his/her nominee.
- 24.5 Where the dispute cannot be resolved within five (5) working days of the union representatives’ referral of the dispute to the Chief Executive Officer or his/her nominee, either party may refer the matter to the WAIRC.
- 24.6 The period for resolving a dispute may be extended by agreement between the parties.
- 24.7 At all stages of the procedure the employee may be accompanied by a union representative.

25. PRESERVATION AND TRANSITION

25.1 Salaries

Salaries under enterprise bargaining agreements listed in Schedule 4 will be maintained for the term of the General Agreement as follows:

- a) Where an agency has no employees covered by the General Agreement salary schedules, all appointments, higher duties, promotions and salary increments will continue to apply in accordance with the salary rates provided for by the enterprise bargaining agreements.
- b) Where an agency has any employees who are, or become covered by the General Agreement salary schedule:

- i) employees whose salaries are higher than those provided in the General Agreement schedule will have their salaries maintained in accordance with enterprise bargaining agreements and will continue to access salary increments within their existing classification level under the enterprise bargaining agreements; and
- ii) all appointments, higher duties and promotions within the agency will be in accordance with salary rates contained in the General Agreement. Should the General Agreement salary rate be less than an employee's existing salary rate, the existing rate will be maintained until absorbed by incremental progression, or further salary adjustments provided for in the General Agreement or its replacement.

25.2 Agency Specific Operational Conditions

- a) Conditions contained in enterprise bargaining agreements subject to the General Agreement that are not inconsistent with the core conditions of employment in Clause 8 of the General Agreement will be preserved until reviewed by the parties.
- b) The parties will review the preserved terms and conditions:
 - i) within 6 months of the registration of the General Agreement for the enterprise bargaining agreements contained in Schedule 1 and Schedule 2 of the General Agreement; and
 - ii) by the 31 December 2002 for the enterprise bargaining agreements contained in Schedule 3 and Schedule 4 of the General Agreement.
- c) Where agreement is reached to maintain preserved conditions, the parties shall register a new agency specific agreement to be read in conjunction with the General Agreement and the Award.
- d) Where agreement is not reached to maintain preserved conditions, then those conditions will cease to have effect from 1 January 2003.

25.3 Paid Parental Leave

- a) Notwithstanding the provisions of clause 13 – Parental Leave of the General Agreement, where an agency enterprise bargaining agreement listed in Schedules 1 to 4 provided for an entitlement to paid parental leave, that entitlement shall continue to apply within that agency.
- b) In the case of amalgamated agencies arising out of the Machinery of Government recommendations, where an agency agreement provided for an entitlement to paid parental leave, the entitlement will apply throughout the amalgamated agency.

25.4 Compaction of Level 1

- a) Where an employee prior to the date of becoming covered by the General Agreement was covered by an agreement that provided for a compacted Level 1 salary range, such an employee will continue to progress to the maximum of the salary range in the General Agreement by way of annual increments. The number of annual incremental steps will be the same as if

the employee had remained under the replaced enterprise bargaining agreement.

- b) To give effect to subclause 25.4 (a) such an employee, other than an employee under the age of 21 years, will at the commencement of the General Agreement, be placed at the increment point in the General Agreement salary range which is the same number of increment points below the maximum Level 1 salary point as their increment point in the replaced enterprise bargaining agreement.
- c) Where an employee referred to in subclause 25.4 (a) is under 21 years of age at the commencement of the General Agreement, they will on attaining 21 years of age be placed at the increment point in the General Agreement salary range which is the same number of increment points below the maximum Level 1 salary point as the first adult increment point in the replaced enterprise bargaining agreement.

25.5 Annual Leave Loading

Where a replaced enterprise bargaining agreement listed in Schedules 1 and 2 provided for annualised leave loading, employees shall be entitled to the payment of annual leave loading under the Award, for leave accrued from 1 January 2002.

25.6 Part-Time Employment

- a) Upon the date on which part-time employees become covered by the General Agreement, full-time equivalent (FTE) hours are not to change, unless approved by the employer and agreed with the employee. That is, part-time FTE will be in the same proportion that the hours bear to 75 hours per fortnight.
- b) Where employers wish to maintain existing hours, agreement of the employee is required to increase their FTE, in accordance with Clause 9 – Part-Time Employment of the Award.

26. CONSULTATION

26.1 The parties recognise the need for effective communication to improve the business/operational performance and working environment in agencies. The parties acknowledge that decisions will continue to be made by the employer, who is responsible and accountable to Government for the effective and efficient operation of the agency.

26.2 The parties agree that:

- a) where the employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of the employees, the union and employees affected shall be notified by the employer as early as possible.
- b) for the purposes of such discussion the employer shall provide to the employees concerned relevant information about the changes, including the nature of the changes on the employees, provided that the employer shall not be required to disclose any confidential information.
- c) in the context of such discussion the union and employees are able to contribute to the decision making process.

27. SALARIES

The annual salaries provided for by the General Agreement shall be those contained in Schedule 5.

28. SALARY PACKAGING

- 28.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement in accordance with the *WA Public Sector Salary Packaging Guidelines* or any similar salary packaging arrangement offered by the employer.
- 28.2 Salary packaging is an arrangement whereby the entitlements under this agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.
- 28.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employers Superannuation Guarantee contributions.
- 28.4 The TEC for the purposes of salary packaging, is calculated by adding:
- a) the base salary;
 - b) other cash allowances, eg annual leave loading;
 - c) non cash benefits, eg superannuation, motor vehicles, etc;
 - d) any Fringe Benefit Tax liabilities currently paid; and
 - e) any variable components, eg performance based incentives (where they exist).
- 28.5 Where an employee enters into a salary packaging arrangement he or she will be required to enter into a separate written agreement with the employer that sets out the terms and conditions of the arrangement.
- 28.6 Notwithstanding any salary packaging arrangement the salary rate as specified in Clause 27 – Salaries of the General Agreement is the basis for calculating salary related entitlements specified in the General Agreement and the Award.
- 28.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.
- 28.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.
- 28.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.
- 28.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement.

- 28.11 The cancellation of salary packaging will not cancel or otherwise affect the operation of the General Agreement.
- 28.12 An employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

29. UNION FACILITIES FOR UNION REPRESENTATIVES

- 29.1 The employer recognises the rights of the union to organise and represent its members. Union representatives in the agency have a legitimate role and function in assisting the union in the tasks of recruitment, organising, communication and representing members' interests in the workplace, agency and union electorate.
- 29.2 The employer recognises that, under the union's rules, union representatives are members of an Electorate Delegates Committee representing members within a union electorate. A union electorate may cover more than one agency.
- 29.3 The employer will recognise union representatives in the agency and will allow them to carry out their role and functions.
- 29.4 The union will advise the employer in writing of the names of the union representatives in the agency.
- 29.5 The employer shall recognise the authorisation of each union representative in the agency and shall provide them with the following:
- a) Paid time off from normal duties to perform their functions as a union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the electorate delegates committee and to attend union business in accordance with clause 27 - Leave to Attend Union Business of the Award.
 - b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal agency protocols.
 - c) A noticeboard for the display of union materials including broadcast email facilities.
 - d) Paid access to periods of leave for the purpose of attending union training courses in accordance with clause 28 - Trade Union Training Leave of the Award. Country representatives will be provided with appropriate travel time.
 - e) Notification of the commencement of new employees, and as part of their induction, time to discuss the benefits of union membership with them.
 - f) Access to awards, agreements, policies and procedures.
 - g) Access to information on matters affecting employees in accordance with Clause 26 – Consultation of the General Agreement.

h) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.

29.6 The employer recognises that it is paramount that union representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a union representative.

30. SIGNATURES OF PARTIES

..... Date

Toni Walkington
General Secretary
The Civil Service Association of WA (Inc)

..... Date

Jeff Radisich
Acting Executive Director
Labour Relations
Department of Consumer and Employment Protection
Acting as agent of the
Employing Authority in each of
the Agencies listed in Schedule 6

Schedule 1 Agreements

Agreements replaced by the General Agreement from the date of registration of the General Agreement. Salary rates in column A apply from 1 July 2001.

Agreement Title
Aboriginal Affairs Department Enterprise Bargaining Agreement 1998 No.PSA AG 1 of 1999 in respect of employees engaged on 37.5 hours per week
Department of Conservation and Land Management (CSA) Enterprise Bargaining Agreement 1999 No.PSA AG 7 of 1999
Contract and Management Services Enterprise Bargaining Agreement 1998 No.PSA AG 2 of 1999
Department of Commerce and Trade Enterprise Agreement 1999/2001 No.PSG AG 4 of 1999
Department of Education Services Enterprise Agreement 2000 No.PSA AG 82 of 2000 in respect of employees engaged on 38.5 hours per week
Department of Environmental Protection Enterprise Agreement 2000 No. PSA AG 50 of 2000 in respect of employees engaged on 37.5 hours per week
Dept. of Transport Enterprise Agreement 2000 No. PSA AG 3 of 2000
Office of Director of Public Prosecutions Enterprise Bargaining Agreement 1999 No. PSA AG 13 of 1999
Disability Services Commission and Civil Service Association of WA Inc Enterprise Bargaining Agreement 1999 No. PSA AG 14 of 1999
Fisheries WA Enterprise Bargaining Agreement 1999 No. PSG AG 1 of 1999
Health Department of Western Australia Enterprise Agreement 1999 No. PSA AG 38 of 1999
Law Reform Commission of Western Australia (Enterprise Bargaining) Agreement 1996 No. PSA AG 143 of 1996
Ministry for Culture & The Arts Enterprise Bargaining Agreement 1998 No. PSG AG 12 of 1998
Ministry of Sport & Recreation Enterprise Agreement 1998 No. PSA AG 96 of 1998
Ministry of Fair Trading and CSA Enterprise Agreement 1998 No. PSA AG 105 of 1998
State Housing Commission (Homeswest) 1998 Enterprise Bargaining Agreement No. PSG AG 7 of 1998
Ministry for Planning Enterprise Agreement 2000 No. PSA AG 81 of 2000
Ministry of the Premier and Cabinet Enterprise Bargaining Agreement 1999 No. PSA AG 24 of 1999
Ministry of The Premier and the Cabinet Ministerial officers Enterprise Bargaining Agreement 1999 No. PSA AG 22 of 1999
Ministry of The Premier and the Cabinet, Office of the Leader of the Opposition, Enterprise Bargaining Agreement 1999 No. PSA AG 11 of 1999
Office of Citizenship & Multicultural Interests (Enterprise Bargaining Agreement) 2000 No. PSA AG 67 of 2000
Office of Health Review Enterprise Bargaining Agreement 1999 No. PSA AG 10 of 2000
Office of Racing, Gaming and Liquor Enterprise Bargaining Agreement 2000 No. PSA AG 53 of 2000
Office of the Auditor General Enterprise Bargaining Agreement 1998 No. PSA AG 59 of 1998 in respect of employees engaged on 37.5 hours per week
Rottneet Island Authority Enterprise Agreement 1998 (CSA) No. PSA AG 64 of 1999
South West Development Commission Enterprise Bargaining Agreement 2000 No. PSA AG 62 of 2000
Western Australian Treasury Department Enterprise Bargaining Agreement 1998 No. PSA AG 97 of 1998
Department of the Registrar, Western Australian Industrial Relations Commission Enterprise Bargaining Agreement 1998 No. PSA AG 98 of 1998
WorkCover WA Agreement 1998 No. PSA AG 21 of 1999
WorkSafe Western Australia Enterprise Agreement 1999 No. PSA AG 45 of 1999

Schedule 2 Agreements

Agreements replaced by the General Agreement from the date of registration of the General Agreement. Salary rates in column B apply from 1 January 2002.

Agreement Title
Aboriginal Affairs Department Enterprise Bargaining Agreement 1998 No. PSA AG 1 of 1999 in respect of employees engaged on 40 hours per week
Agriculture Western Australia Enterprise Agreement 2000 No. PSA AG 3 of 2001
Department of Local Government Enterprise Bargaining Agreement 1999 No. PSA AG 43 of 1999
Department of Minerals and Energy and Chemistry Centre of WA Enterprise Agreement 2000-2002 No. PSG AG 4 of 2000 in respect of employees engaged on 37.5 hours per week
Department of Environmental Protection Enterprise Agreement 2000 No. PSA AG 50 of 2000 in respect of employees engaged on 39 hours per week
Western Australia Electoral Commission Enterprise Agreement 2000 No. PSA AG 20 of 2000
Equal Opportunity Commission Enterprise Agreement 2000 No. PSA AG 60 of 2000 ¹
Office of Energy's Enterprise Agreement 1999 No. PSA AG 5 of 1999
Office of the Auditor General Enterprise Bargaining Agreement 1998 No. PSA AG 59 of 1998 in respect of employees engaged on 40 hours per week
State Revenue Department Enterprise Bargaining Agreement 2000 No. PSG AG 5 of 2000
Valuer General's Office Enterprise Bargaining Agreement 1999 No. PSG AG 3 of 1999

Schedule 3 Agreements

Agreements replaced by the General Agreement from 1 January 2003. Salary rates in column C apply.

Agreement Title
Department of Education Services Enterprise Agreement 2000 No. PSA AG 82 of 2000 in respect of employees engaged on 40 hours per week
Department of Land Administration Enterprise Bargaining Agreement 2000 No. PSA AG 21 of 2000
Department of Resources Development Enterprise Bargaining Agreement 1999 No PSA AG 2 of 1999 in respect of employees engaged on 37.5 hours per week
Education Department of Western Australia Public Service, Government and Ministerial Officers' Enterprise Bargaining Agreement 2000 No. PSA AG 66 of 2000
Family and Children Services Enterprise Bargaining Agreement 2000 No. PSA AG 2 of 2000
Government Employees Superannuation Board Enterprise Agreement 2000 No. PSA AG 83 of 2000
Ministry of Justice CSA Industrial Agreement 2001 No. PSA AG 2 of 2000
Western Australian Department of Training and Employment Public Service and Government Officers' Enterprise Agreement 2000 No. PSA AG 80 of 2000
Western Australian Police Enterprise Agreement for Public Service Officers 2000 No. PSA AG 61 of 2000

Schedule 4 Agreements

Agreements will be replaced by the General Agreement from 1 January 2003 except in respect to salaries. Salaries under the replaced agreements will be maintained.

Agreement Title
Department of Minerals and Energy and Chemistry Centre of WA Enterprise Agreement 2000-2002 No. PSA AG 4 of 2000 in respect of employees engaged on 40 hours per week
Department of Resources Development Enterprise Bargaining Agreement 1999 No. PSA AG 2 of 1999 in respect of employees engaged on 40 hours per week
Office of Water Regulation Enterprise Bargaining Agreement 2000 No. PSA AG 54 of 2000
Water and Rivers Commission Industrial Agreement 2001 No. PSG AG 1 of 2001

Schedule 5 General Agreement Salaries

Effective Date	1995 Award Rates, inclusive of the 1 st & 2 nd ASNA	Annual Salary at 1-Jul-01	Annual Salary at 1-Jan-02	Annual Salary at 1-Jan-03
LEVELS		A	B	C
Level 1				
Under 17 yrs	\$10,873	\$13,265	\$13,663	\$14,284
17 yrs	\$12,707	\$15,503	\$15,968	\$16,693
18 yrs	\$14,822	\$18,083	\$18,625	\$19,472
19 yrs	\$17,157	\$20,932	\$21,559	\$22,539
20 yrs	\$19,267	\$23,506	\$24,211	\$25,311
1.1	\$21,165	\$25,821	\$26,596	\$27,805
1.2	\$21,817	\$26,617	\$27,415	\$28,661
1.3	\$22,468	\$27,411	\$28,233	\$29,516
1.4	\$23,115	\$28,200	\$29,046	\$30,366
1.5	\$23,766	\$28,995	\$29,864	\$31,222
1.6	\$24,417	\$29,789	\$30,682	\$32,077
1.7	\$25,166	\$30,703	\$31,624	\$33,061
1.8	\$25,684	\$31,334	\$32,275	\$33,741
1.9	\$26,450	\$32,269	\$33,237	\$34,748
LEVEL 2.1	\$27,367	\$33,388	\$34,389	\$35,952
2.2	\$28,070	\$34,245	\$35,273	\$36,876
2.3	\$28,809	\$35,147	\$36,201	\$37,847
2.4	\$29,590	\$36,100	\$37,183	\$38,873
2.5	\$30,407	\$37,097	\$38,209	\$39,946
LEVEL 3.1	\$31,530	\$38,467	\$39,621	\$41,421
3.2	\$32,405	\$39,534	\$40,720	\$42,571
3.3	\$33,307	\$40,635	\$41,854	\$43,756
3.4	\$34,233	\$41,764	\$43,017	\$44,972
LEVEL 4.1	\$35,503	\$43,314	\$44,613	\$46,641
4.2	\$36,498	\$44,528	\$45,863	\$47,948
4.3	\$37,522	\$45,777	\$47,150	\$49,293
LEVEL 5.1	\$39,494	\$48,183	\$49,628	\$51,884
5.2	\$40,827	\$49,809	\$51,303	\$53,635
5.3	\$42,212	\$51,499	\$53,044	\$55,454
5.4	\$43,649	\$53,252	\$54,849	\$57,342
LEVEL 6.1	\$45,960	\$56,071	\$57,753	\$60,378
6.2	\$47,531	\$57,988	\$59,727	\$62,442
6.3	\$49,157	\$59,972	\$61,771	\$64,578
6.4	\$50,893	\$62,089	\$63,952	\$66,859
LEVEL 7.1	\$53,555	\$65,337	\$67,297	\$70,356
7.2	\$55,397	\$67,584	\$69,612	\$72,776

Effective Date	1995 Award Rates, inclusive of the 1st & 2nd ASNA	Annual Salary at 1-Jul-01	Annual Salary at 1-Jan-02	Annual Salary at 1-Jan-03
LEVELS		A	B	C
7.3	\$57,401	\$70,029	\$72,130	\$75,408
LEVEL 8.1	\$60,658	\$74,003	\$76,223	\$79,687
8.2	\$62,991	\$76,849	\$79,154	\$82,752
8.3	\$65,884	\$80,378	\$82,790	\$86,553
LEVEL 9.1	\$69,497	\$84,786	\$87,330	\$91,299
9.2	\$71,938	\$87,764	\$90,397	\$94,506
9.3	\$74,722	\$91,161	\$93,896	\$98,163
CLASS 1	\$78,932	\$96,297	\$99,186	\$103,694
CLASS 2	\$83,142	\$101,433	\$104,476	\$109,225
CLASS 3	\$87,350	\$106,567	\$109,764	\$114,753
CLASS 4	\$91,560	\$111,703	\$115,054	\$120,284

SPECIFIED CALLINGS

Effective Date	1995 Award Rates, inclusive of the 1 st & 2 nd ASNA	Annual Salary at 1-Jul-01	Annual Salary at 1-Jan-02	Annual Salary at 1-Jan-03
LEVELS		A	B	C
LEVEL 2/4				
1st year	\$27,367	\$33,388	\$34,389	\$35,952
2nd year	\$28,809	\$35,147	\$36,201	\$37,847
3rd year	\$30,407	\$37,097	\$38,209	\$39,946
4th year	\$32,405	\$39,534	\$40,720	\$42,571
5th year	\$35,503	\$43,314	\$44,613	\$46,641
6th year	\$37,522	\$45,777	\$47,150	\$49,293
LEVEL 5.1	\$39,494	\$48,183	\$49,628	\$51,884
5.2	\$40,827	\$49,809	\$51,303	\$53,635
5.3	\$42,212	\$51,499	\$53,044	\$55,454
5.4	\$43,649	\$53,252	\$54,849	\$57,342
LEVEL 6.1	\$45,960	\$56,071	\$57,753	\$60,378
6.2	\$47,531	\$57,988	\$59,727	\$62,442
6.3	\$49,157	\$59,972	\$61,771	\$64,578
6.4	\$50,893	\$62,089	\$63,952	\$66,859
LEVEL 7.1	\$53,555	\$65,337	\$67,297	\$70,356
7.2	\$55,397	\$67,584	\$69,612	\$72,776
7.3	\$57,401	\$70,029	\$72,130	\$75,408
LEVEL 8.1	\$60,658	\$74,003	\$76,223	\$79,687
8.2	\$62,991	\$76,849	\$79,154	\$82,752
8.3	\$65,884	\$80,378	\$82,790	\$86,553
LEVEL 9.1	\$69,497	\$84,786	\$87,330	\$91,299
9.2	\$71,938	\$87,764	\$90,397	\$94,506
9.3	\$74,722	\$91,161	\$93,896	\$98,163
CLASS 1	\$78,932	\$96,297	\$99,186	\$103,694
CLASS 2	\$83,142	\$101,433	\$104,476	\$109,225
CLASS 3	\$87,350	\$106,567	\$109,764	\$114,753
CLASS 4	\$91,560	\$111,703	\$115,054	\$120,284

Schedule 6

Parties to General Agreement

The Civil Service Association of Western Australia Incorporated
Commissioner for Aboriginal Planning, Department of Indigenous Affairs
Director General, Department of Agriculture
Auditor General, Office of the Auditor General
Executive Director, Contract and Management Services
Chief Executive Officer, Department of Industry and Technology
Executive Director, Department of Conservation and Land Management
Chief Executive Officer, Disability Services Commission
Director General, Department of Education
Electoral Commissioner, Western Australian Electoral Commission
Director General, Department of Environmental Protection
Commissioner for Equal Opportunity, Equal Opportunity Commission
Director General, Department for Community Development
Director General, Department of Consumer and Employment Protection
Executive Director, Department of Fisheries
Chief Executive Officer, Gascoyne Development Commission
Government Employees Superannuation Board of WA
Chief Executive Officer, Goldfields-Esperance Development Commission
Chief Executive Officer, Great Southern Development Commission
Commissioner of Health, Department of Health
Director, Office of Health Review
Director General, Department of Housing and Works
State Housing Commission
Registrar, Office of the Registrar, Western Australian Industrial Relations Commission
Information Commissioner, Office of the Information Commissioner
Director General, Department of Justice
Chief Executive Officer, Kimberley Development Commission
Director General, Department of Land Administration
Executive Director, Department of Local Government and Regional Development
Chief Executive Officer, Mid-West Development Commission
Director General, Department of Mineral and Petroleum Resources
Director of Public Prosecutions, Office of the Director Public Prosecutions
Chief Executive Officer, Peel Development Commission
Chief Executive Officer, Pilbara Development Commission
Director General, Department for Planning and Infrastructure
Commissioner for Police, Western Australian Police Service
Director General, Department of the Premier and Cabinet
Chief Executive Officer, South West Development Commission
Director General, Department of Sport and Recreation
Director General, Department of Training
Director General, Department of Transport
Under Treasurer, Department of Treasury and Finance
Chief Executive Officer, Water and Rivers Commission
Workers' Compensation and Rehabilitation Commission
Chief Executive Officer, Wheatbelt Development Commission
Chief Executive Officer, Rottnest Island Authority
Western Australian Meat Industry Authority
Director General, Department of Culture and the Arts
Chief Executive Officer, Curriculum Council of Western Australia
Director General, Department of Education Services
Inspector of Custodial Services, Office of the Inspector of Custodial Services
Law Reform Commission of Western Australia
Commissioner of Workplace Agreements
Director General, Department of Racing, Gaming and Liquor
State Supply Commission of Western Australia
Commissioner for Public Sector Standards, Office of the Public Sector Standards Commission
Co-ordinator of Energy, Office of Energy

Regulator, Office of Gas Access Regulation
Coordinator, Office of Water Regulation
Regulator, Office of Western Australian Independent Rail Access Regulator

**The parties agree to examine and amend reference to employers in accordance with
Machinery of Government outcomes**