

**Public Transport Authority/  
ARTBIU (Transit Officers)  
Industrial Agreement 2023**

**1 APPLICATION AND OPERATION**

**1.1 Title**

This Agreement shall be known as the Public Transport Authority/ ARTBIU (Transit Officers) Industrial Agreement 2023.

**1.2 Arrangement**

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**1.3 Area, Scope and Parties Bound**

- 1.3.1 The parties bound by this Agreement are the Employer and the Union.
- 1.3.2 This Agreement shall apply to all Employees in classifications listed in Schedule 1 who are members of, or are eligible to become members of the Union.
- 1.3.3 At the date of registration, the approximate number of Employees bound by this Agreement is 400.

**1.4 Relationship to Parent Award**

This Agreement replaces and cancels the *Public Transport Authority/ARTBIU (Transit Officers) Industrial Agreement 2022*. For the term of this Agreement, the

provisions of this Agreement shall prevail over the terms of the *Railway Employees Award 1969* in its entirety.

## **1.5 Term of Agreement**

- 1.5.1 This Agreement shall apply from the date the Agreement is registered by the Commission (except where specifically provided) and will expire at midnight on 6 October 2026.
- 1.5.2 The parties to this Agreement agree to re-open negotiations for a replacement Agreement at least six months prior to its expiry.

## **1.6 Definitions**

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

- 1.6.1 “Actual Roster” means the roster that the Employer requires the Employee to work which is derived from the Operational Roster.
- 1.6.2 “Accrual Year” means a year, commencing from each anniversary date of the Employee’s commencement in the Public Sector.
- 1.6.3 “Additional Hours” means overtime or time worked in excess of Ordinary Hours.
- 1.6.4 “Base rate of pay” means the rate of pay payable to the Employee for their Ordinary Hours of work, but not including any of the following:
  - (a) loadings;
  - (b) monetary allowances;
  - (c) overtime; and
  - (d) penalty rates.
- 1.6.5 “Commission” means the Western Australian Industrial Relations Commission.
- 1.6.6 “Consultation” is a communication process which simply provides access to relevant information and gives those affected an opportunity to query or comment on changes required by the Employer, although implementation and final decision-making is solely the responsibility of the Employer.
- 1.6.7 “Dependent” in relation to an Employee means:
  - (a) Spouse, as defined below; and/or
  - (b) Child/children;

who reside with the Employee and who, with the exception of the spouse, rely on the Employee for support.

- 1.6.8 “EAP” means Employee Assistance Program.
- 1.6.9 “Emergency” means, for the purpose of this Agreement, a circumstance of an unforeseen nature. For example, an earthquake, epidemic, act of terrorism, accident, or the like, but does not include a shortage of labour or errors in rostering.
- 1.6.10 “Employee” means a person employed by the Employer in the classifications listed in Schedule 1.
- 1.6.11 “Employer” means the Public Transport Authority of Western Australia.
- 1.6.12 “Guide Roster” means the full roster showing all lines of work and relief lines.
- 1.6.13 “Hourly Reference Rate” means the Reference Rate divided by 40.
- 1.6.14 “Operational Roster” means the active portion of the Guide Roster that is used to allocate lines of work to Employees.
- 1.6.15 “Ordinary Hours” means the hours as defined at sub-clause 3.1.1 of this Agreement.
- 1.6.16 “Public Sector” means:
- (a) all agencies, ministerial offices and non-SES organisations as defined in section 3 of the *Public Sector Management Act 1994* (WA); and
  - (b) employing authorities as defined in section 5 of the *Public Sector Management Act 1994* (WA).
- 1.6.17 “Redeployment period” means the redeployment period as defined by regulation 28 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 1.6.18 “Reference Rate” means the 40 hour weekly base rate of the Level 4 Passenger Ticketing Assistant classification in the Public Transport Authority/ARTBIU Railway Employees (Transperth Train Operations) Industrial Agreement 2022 or its replacement..
- 1.6.19 “Registered employee” means a registered employee as defined by section 94(1A) of the *Public Sector Management Act 1994* (WA).
- 1.6.20 “Registrable employee” means a registrable employee as defined by section 94(1A) of the *Public Sector Management Act 1994* (WA).
- 1.6.21 “Replacement employee” means an Employee specifically engaged to replace an Employee proceeding on maternity leave, adoption leave or other parent leave.

- 1.6.22 “Roster Cycle” means the number of weeks per line of work in the roster period derived from the Guide Roster.
- 1.6.23 “Rostering Committee” means a consultative committee consisting of management representatives and elected Employee representatives established to discuss rostering issues.
- 1.6.24 “Rostered Days or Shifts” means the shift details (location, time and duration) allocated to an Employee in a Roster Cycle.
- 1.6.25 “Rostering Work Instructions” means the document created and maintained in accordance with sub-clause 3.5.5
- 1.6.26 “RTO” means the Registered Training Organisation of the Public Transport Authority.
- 1.6.27 “Senior Transit Officer” means a Transit Officer allocated the additional responsibilities of mentoring and supporting the performance of other Transit Officers.
- 1.6.28 “Shift Work Patterns” means the distribution and sequence of Rostered Days or Shifts in a roster.
- 1.6.29 “Spouse” means husband or wife and includes a de facto spouse who lives with the Employee as the husband or wife of the Employee on a bona fide domestic basis, although not legally married to the person. De facto partner means a relationship (other than a legal marriage) between two persons who live together in a marriage like relationship and includes same sex partners.
- 1.6.30 “Suitability” means Suitable office, post or position or Suitable employment as defined by section 94(6) of the *Public Sector Management Act 1994 (WA)* as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014 (WA)*.
- 1.6.31 “Suitable office, post or position”, and “Suitable employment” have the meaning given in section 94(6) of the *Public Sector Management Act 1994 (WA)* as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014 (WA)*.
- 1.6.32 “Surplus employee” means either a Registrable employee or a Registered employee.
- 1.6.33 “Suspend” means to suspend the continuance of an Employee’s Redeployment period in accordance with regulation 29 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014 (WA)*.
- 1.6.34 “Trainee” means a person actively participating in an accredited Traineeship program.

- 1.6.35 “Traineeship” means a structured work-based learning program formally approved by the Employer’s RTO consistent with national competency standards. A Traineeship may include on and off the job training and allow for the practical application of these skills at the workplace.
- 1.6.36 “Transit Officer” means an Employee qualified and trained to assist and maintain the safety and security of the Employer’s passengers and property, undertake safe working duties as required/directed in accordance with the network rules, instructions and procedures and designated as an authorised officer and as a security officer under section 56 of the *Public Transport Authority Act 2003* (WA), or the most equivalent statutory provision.
- 1.6.37 “Union” means the Australian Rail, Tram and Bus Industry Union of Employees, Western Australia Branch.

## **1.7 No Further Claims**

- 1.7.1 The parties to this Agreement undertake that for the term of this Agreement there shall be no wage increases sought or granted other than those provided under the terms of this Agreement. Wage adjustments arising out of State Wage Case are to be absorbed in the wages set out in this Agreement.
- 1.7.2 The parties undertake that for the term of this Agreement there will be no further claims on matters contained in this Agreement except where specifically provided for.

## **2 CONTRACT OF EMPLOYMENT**

### **2.1 Public Sector Delivery of Public Services**

- 2.1.1 The Western Australian Government and the Employer prefer the delivery of public services to be undertaken by Employees.
- 2.1.2 Only in exceptional circumstances and following the Western Australian Government having considered the public interest, will work or functions currently undertaken by Employees be privatised or outsourced. Meaningful consultation will occur with the Union and affected Employees at the earliest possible opportunity.
- 2.1.3 If the Western Australian Government identifies work carried out by persons external to the Public Sector which can be returned to the Public Sector in line with its stated preference the Union will be consulted at the earliest opportunity.



## **2.2 Direct and Permanent Employment**

### **Statements of Government Preference**

- 2.2.1 The Western Australian Government recognises that:
- (a) direct employment is the preferred form of engagement, noting this may not be practicable or financially achievable in all circumstances; and
  - (b) permanent employment is the preferred mode of employment for Employees covered by this Agreement.
- 2.2.2 The Employer recognises that casual employment, labour hire, and other contract for service arrangements are not the preferred methods for delivery of services, and the Employer will work towards minimising the use of casual employment, labour hire and other contract for service arrangements.

### **Joint Consultative Committee Access to Information**

- 2.2.3 Within 60 days of a request being made in writing, the Employer will provide to the Joint Consultative Committee (JCC):
- (a) the names of the labour hire businesses used;
  - (b) the functions undertaken;
  - (c) the headcount number of labour hire employees performing the work; and
  - (d) the amount of money paid to each labour hire business.

### **Surplus Employees**

- 2.2.4 Prior to engaging, or extending the engagement of a labour hire employee, or otherwise entering into a new or extended labour hire arrangement, the Employer must first consider whether any permanent Surplus employees can undertake the role or duties required. All duties undertaken by labour hire employees will be assessed every three months for the possibility of a Surplus employee instead undertaking the role or duties. If a permanent Surplus employee can undertake the role or duties, they will be offered the employment.
- 2.2.5 Where more than one appropriate permanent Surplus employee exists, the following hierarchy shall apply for access to the role or duties:
- (a) internal Surplus employees are considered first;
  - (b) if no internal Surplus employees are suitable, Registered employees from other employing authorities are considered; and

- (c) if no Registered employees are suitable, Registrable employees from other employing authorities are considered.

## **2.3 Contract of Employment**

2.3.1 A person may be appointed full time or part time:

- (a) on an ongoing basis; or
- (b) for a fixed term.

2.3.2 Employees appointed either on an ongoing basis or for a fixed term shall be advised in writing of the terms of their appointment and such advice shall specify the dates of commencement, hours of work and in the case of fixed term contracts the cessation date of the contract.

## **2.4 Part Time Employment**

2.4.1 Employees engaged in classifications covered by this Agreement may be employed on a part time basis.

2.4.2 The Employer may replace full-time positions with part time positions or vice versa. Part time entitlements shall be calculated on a pro rata basis according to the ratio of part time hours to equivalent full time hours.

2.4.3 Part time Employees shall be rostered for less than 80 hours per fortnight and shall have the standard number of hours of work stipulated in their letter of appointment.

2.4.4 Except for as specified in clause 6.1 Public Holidays, part time Employees will be entitled, on a pro rata basis, to the same terms and conditions of employment as an equivalent full-time Employee. Part time entitlements will be calculated according to the ratio of agreed part time hours to full time hours in an equivalent position or classification.

2.4.5 Where the hours of a part time Employee are temporarily extended to 80 hours per fortnight by agreement, the hourly Base rate of pay will apply. Hours in excess of 80 hours in the fortnight will be paid at overtime rates.

Where a part time Employee is directed to work hours in excess of the standard hours specified in sub-clause 2.4.3 then such Additional Hours will be paid at overtime rates.

## **2.5 Job Share**

2.5.1 The Employer may agree to two Employees entering into a job share arrangement where a full time job is shared between the two Employees.

- 2.5.2 The Employer and the relevant Employees will enter into a written job share agreement covering operating conditions such as hours of employment, absence from employment due to annual leave, personal leave and any other relevant matters.
- 2.5.3 The Employer may terminate the job share arrangement by giving four weeks' notice to the relevant Employee/s if any of the following events occur
- (a) the employment of one of the Employees involved in the job share arrangement is terminated by the Employer or the Employee;
  - (b) the arrangement is no longer consistent with the operational requirements of the business.
- 2.5.4 In the circumstances of sub-clause 2.5.3 any ongoing employment with the Employer will require the resumption of full time duties at a location to be determined by the Employer following consultation with the affected Employee/s or unless an alternative arrangement is put in place.

## **2.6 Fixed Term Contract Employment**

- 2.6.1 Subject to this clause and in accordance with clause 2.3 – Contract of Employment, Employees may be employed on contracts having fixed terms.
- 2.6.2 Before employing a person as a fixed term contract Employee or providing a new or extended fixed term contract to an Employee, the Employer must first consider whether any permanent Surplus employees can undertake the role or duties required. If a permanent Surplus employee can undertake the role or duties, they will be offered the employment.
- 2.6.3 Notwithstanding sub clause 2.6.2 the Employer will have discretion to renew an existing fixed term contract if the Employee has been in the same or similar role for more than two years and the arrangements are being reviewed for possible conversion under the process referred to at sub clause 2.6.9.
- 2.6.4 Where more than one appropriate permanent Surplus employee exists, the following hierarchy shall apply for access to the role or duties:
- (a) internal Surplus employees are considered first;
  - (b) if no internal Surplus employees are suitable, Registered employees from other employing authorities are considered; and
  - (c) if no Registered employees are suitable, Registrable employees from other employing authorities are considered.
- 2.6.5 In exercising its employing authority, the Employer may only employ a person as a fixed term contract Employee in the following circumstances:

- (a) covering one-off periods of relief;
- (b) work on a project with a finite life;
  - (i) where a project is substantially externally funded including multiple external funding, the Employer must present a business case supporting the use of fixed term contract Employees in such positions to the Union;
  - (ii) where external funding has been consistent on an historical basis and it can be reasonably expected to continue the Employer shall assess the percentage of positions for which permanent appointment can be made;
- (c) work that is seasonal in nature;
- (d) where an Employee with specific skills is not readily available in the Public Sector is required for a finite period; or
- (e) in any other situation as is agreed between the Parties to this Agreement.

2.6.6 Employees appointed for a fixed term shall be advised in writing of the terms of the appointment, including the circumstances of the appointment as provided under sub clause 2.6.5 and such advice shall specify the dates of commencement and termination of employment.

2.6.7 The Employer will provide the Union the names and work locations of all employees on fixed term contracts within 28 days of a request being made in writing.

### **Conversion to Permanency for Fixed Term Employees**

2.6.8 For the purposes of this clause:

- (a) an ‘eligible fixed term employee’ is a fixed term Employee:
  - (i) who has completed two or more years of service in the same or similar role under one or more fixed term contracts with the Employer, without a break in service; and
  - (ii) has a documented record of satisfactory performance in their role.
- (b) a ‘break in service’ is a break between contracts of more than two weeks, attributable to fluctuating demand or business need, or taken at the request of the employee.

Any period between contracts for which payment in lieu of leave has been made by the Employer does not count towards calculating the two-week period.

If a question arises in a dispute under this Agreement as to whether a break between contracts constitutes a break in service, it is the responsibility of the

Employer to demonstrate the break was attributable to fluctuating demand or business need, or in response to the Employee's request, and was not imposed to avoid an obligation to review or permanently appoint an Employee.

- 2.6.9 The Employer must review the contract and the circumstances of the work being performed by the Employee at the time of the review to determine whether the fixed term employment meets a circumstance listed in sub clause 2.6.5.
- 2.6.10 The review at 2.6.9 must take place, no later than three months after:
- (a) the date on which an Employee became an eligible fixed term employee;
  - (b) for an Employee who is an eligible fixed term employee on the date of registration of this Agreement – that date; and
  - (c) for an Employee who continues to be employed on a fixed term contract in the same or a similar role without a break in service – each second anniversary of the date referred to in paragraph (a) or (b).
- 2.6.11 If, after carrying out a review referred to in sub clause 2.6.9, the Employer determines the fixed term employment does not meet a circumstance listed in sub clause 2.6.5, the Employer must appoint the Employee permanently to the same position at their current FTE.
- 2.6.12 The requirement at 2.6.11 does not apply if the PTA's Chief Executive Officer (or delegate) certifies in writing that the role performed by the fixed term Employee can no longer be funded from within the PTA's approved salary expense limits.
- 2.6.13 If, after carrying out a review referred to in sub clause 2.6.9, the Employer determines the fixed term contract meets a circumstance listed in sub clause 2.6.5 the Employer must give the Employee in writing no later than two weeks after the date of completing the review:
- (a) a statement of the review outcome and the reasons for it; and
  - (b) a plain-language summary of the Employer's obligations under this clause to appoint eligible fixed term employees to permanent employment, and the actions the Employee can take if they disagree with the review outcome.
- 2.6.14 For the purposes of 2.6.9, if an eligible fixed term employee is employed under multiple fixed term contracts with the Employer, each contract and the circumstances of the work being performed under it is to be reviewed individually.

## **2.7 Probation**

### **2.7.1 New Employees**

- (a) A new Employee shall be appointed as a Trainee Transit Officer and undertake an initial mandatory training program.
- (b) If at any time during the training program the new Employee's performance or conduct as a Trainee Transit officer is not satisfactory, the Employer may terminate the contract of employment by giving the Employee one week's notice or payment in lieu of notice.
- (c) Following confirmation of satisfactory completion of the initial mandatory off the job training and assessment, a Trainee Transit Officer will be offered appointment to the position of Transit Officer, subject to satisfactory completion of the probationary period in the position of Transit Officer.
- (d) A new Employee's appointment to a Transit Officer position with the Employer will be subject to a probationary period of six months. Prior to the expiry of the period of probation, the Employer shall have a report completed in respect to the Employee's level of performance, efficiency and conduct; and may
  - (i) confirm the appointment;
  - (ii) extend the period of probation by up to a further six months subject to the approval of the Divisional General Manager and provide the Employee with the necessary support and remedial action to assist the Employee to meet the requirements of the position;
  - (iii) terminate the services of the Employee by giving one week's notice or payment in lieu thereof.
- (e) The probationary period specified in sub clause 2.7.1(d) (ii) above may be further extended by express agreement between the Employer and the Union.
- (f) During the probationary period, if the Employee's performance is not satisfactory, the Employer may terminate the contract of employment by giving the Employee one week's notice or payment in lieu of notice.

### **2.7.2 Existing employees**

- (a) An existing employee of the Employer shall be appointed as a Trainee Transit Officer and undertake an initial mandatory training program.
- (b) If at any time during the training program the existing employee's performance or conduct as a Trainee Transit Officer is not satisfactory, the Employer may revert the existing Employee to their substantive position (if

still available) or to a position at an equivalent level to the one the Employee held prior to commencing as a Trainee Transit Officer.

- (c) Following confirmation of satisfactory completion of the initial mandatory off the job training and assessment, an existing employee of the Employer who has been appointed as a Trainee Transit Officer will be offered appointment to the position of Transit Officer, subject to satisfactory completion of the probationary period. Such a requirement will be provided for in the letter of appointment.
- (d) An existing employee of the Employer who is appointed to a Transit Officer position will be subject to a probationary period of six months. Prior to the expiry of the period of probation, the Employer shall have a report completed in respect to the Employee's level of performance, efficiency and conduct; and may
  - (i) confirm the appointment;
  - (ii) extend the period of probation by up to a further six months subject to the approval of the Divisional General Manager and provide the Employee with the necessary support and remedial action to assist the Employee to meet the requirements of the position;
  - (iii) revert the existing employee to their substantive position or to a position at an equivalent level to the one the employee held prior to commencing as a Trainee Transit Officer.
- (e) A further extension beyond that provided in sub clause 2.7.2 (d)(ii) above may occur if agreed in writing between the Employer and the Union.

### 2.7.3 Appointments to Promotional Classifications

- (a) Appointment to a promotional classifications within this Agreement, other than the annual review, of the Employee's classification level will be subject to a probationary period of three months.
- (b) The probationary period will commence after satisfactory completion of any initial mandatory off the job training necessary, prior to commencing actual duties on the job at the designated classification level and pay rate.
- (c) During the probationary period the Employee's work performance will be monitored and advice on performance will be provided to the Employee as appropriate. Subject to satisfactory performance, but not otherwise, the Employee will be appointed to the position at the conclusion of the probationary period.
- (d) Should an Employee not reach a satisfactory level of performance as required by the Employer within the three month probationary period, or extended

probationary period for a period of up to 3 months as approved by the Divisional General Manager, or any further extension as agreed between the parties or seeks to return to their previous substantive level, then the Employee will revert to their previous substantive level.

## **2.8 Ordinary Duties**

- 2.8.1 The Employer may direct an Employee to carry out duties that are within the limits of the Employee's skill, competency and training, including work which is incidental or peripheral to the Employee's main tasks or functions provided that such action does not lead to an overall deskilling of the Employee.
- 2.8.2 The Employer may direct an Employee to carry out such tasks and duties and use such equipment as may be required provided that the Employee has been properly trained in the use of that equipment.

## **2.9 Higher Duties**

An Employee engaged on duties carrying a higher rate than the Employee's ordinary classification shall be paid the higher rate for each shift or shifts allocated on the following basis.

- 2.9.1 An Employee who is required to undertake on a temporary basis the substantial responsibilities of a position referred to in this Agreement which attracts a higher rate of pay than the Employee's normal rate of pay shall be paid the rate of pay for the higher position from the commencement of the first shift or shifts allocated provided that the Employee undertakes the higher position's substantial responsibilities from the commencement of the first shift and that the responsibilities of the position are not shared with other Employees.
- 2.9.2 Where an Employee is required to undertake higher duties continuously for a period of three months or more, the conditions of employment for that higher level position, including accrued leave entitlements, shall apply to the Employee.
- 2.9.3 Where an Employee who is in receipt of higher duties allowance paid under this clause and has been so for a continuous period of 12 months or more, proceeds on five weeks annual leave, the Employee shall continue to receive the allowance for the period of leave.
- 2.9.4 Where an Employee who is in receipt of higher duties allowance paid under this clause and has been so for a continuous period of greater than three months but less than 12 months, and proceeds on any period of annual leave, the Employee shall only receive the allowance while on leave for that proportion of annual leave accrued during the period of higher duties.



2.9.5 An Employee who acts at the higher level for a continuous period of 12 months or more and proceeds on a period of annual leave or any other approved leave of 5 weeks or more shall be entitled to receive payment of such allowance on a pro rata basis during the period of leave, except for seven-day or 24 hour rostered Employees who shall receive payment of such allowance on a pro rata basis where the Employee proceeds on a period of normal annual leave or any other approved leave of 6 weeks or more.

**2.10 Notice**

2.10.1 Notice of Termination by Employer

- (a) **Summary Dismissal.** The Employer has the right to dismiss any Employee without notice for serious misconduct and in such cases any entitlements under this Agreement are to be paid up to the time of dismissal only.
- (b) In order to terminate the employment of an Employee the Employer shall give to the Employee the following notice:

<b>Period of continuous service</b>	<b>Period of notice</b>
Not more than 6 months	1 week
More than 6 months but not more than 3 years	2 weeks
More than 3 years but not than 5 years	3 weeks
More than 5 years	4 weeks

- (c) In addition to the notice provided above, the notice period is increased by one week if the Employee is over 45 years of age and has completed at least two years' continuous service with the Employer at the end of the day the notice is given.
- (d) Payment in lieu of the notice prescribed above shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and providing part payment in lieu thereof.
- (e) In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated shall be used.
- (f) The period of notice in this clause shall not apply in the case of summary dismissal, probationary Employees or Trainees.
- (g) The Employee is required to return all specialised clothing and equipment as issued by the Employer when leaving the service of the Employer.

### 2.10.2 Notice of Resignation

An Employee shall provide equivalent notice of resignation to that required of the Employer, except that there shall be no additional notice based on the age of the Employee concerned. Provided that the Employer and Employee may agree to a lesser notice period to suit individual circumstances. If an Employee fails to give notice, the Employer shall have the right to withhold moneys due to the Employee with a maximum amount equal to the Base rate of pay for the period of notice.

### 2.10.3 Forfeiture of Wages

In the event of either the Employer or the Employee failing to give the prescribed notice, wages shall be paid or forfeited as the case may be, to the extent by which the actual notice given falls short of the prescribed period of notice. Wages so forfeited by the Employee may be deducted from any wages due to such Employee up to the time of the Employee leaving the service of the Employer, provided that where both parties agree to the acceptance of notice of less than the prescribed notice period, no penalty shall be imposed.

2.10.4 Where the Employer is unable to contact the Employee as the Employee's whereabouts are unknown and the Employee's absence has not been approved beforehand, the circumstances may be construed as abandonment of employment, in which case the Employee's contract of employment will be deemed to have terminated.

## 2.11 Stand Down

2.11.1 The Employer is entitled to stand down the Employee and not pay the Employee for any day or part of a day where the Employer is unable to provide useful work for the Employee because of:

- (a) industrial action, whether or not on the part of the Employer's Employees; or
- (b) any cause outside of the Employer's control, whereby the Employer is unable to carry on either wholly or partially the complete running of trains, services, or other normal operations.

2.11.2 Provided that an Employee, who cannot be usefully employed because of any strike and who is required to report for duty on any day and does so report shall be paid a minimum of four hours' pay at ordinary rates.

2.11.3 Subject to the Employer's approval the Employee may elect to have the day or part of a day paid as annual leave.

2.11.4 An Employee stood down in accordance with these provisions, shall not lose any personal leave credit or other rights or privileges to which such Employee would ordinarily be entitled under this Agreement provided the Employee resumes work

within a reasonable time of being so required after such a stand down.

## **2.12 Unsatisfactory performance**

- 2.12.1 Where an Employee engages in an employment related act or omission so that it appears to the Employer that the Employee is unable or unwilling to utilise appropriate skills to carry out tasks associated with a particular job competently and in a manner that meets the reasonable expectations and service needs of the Employer, then the matter may be dealt with by the Employer under its Performance Management Policy and Procedure as amended from time to time.
- 2.12.2 The outcome of a performance management process may include a transfer, a demotion or a dismissal. Where the Employer applies such an outcome for reasons of unsatisfactory performance, that outcome will not be a disciplinary penalty unless it is expressed to be so by the Employer, and may be reviewed by means of clause 7.6 – Dispute Settlement, including by making an application to the Commission to deal with the matter.

## **2.13 Discipline**

### **2.13.1 Definitions**

- (a) “Breach of Discipline” includes:
- (i) an act of misconduct;
  - (ii) negligence or carelessness of an Employee in the performance of their functions; or
  - (iii) a conviction for an offence listed at sub-clause 2.13.19.
- (b) “Chief Executive Officer” means the Chief Executive Officer or their nominated representative, and for the purpose of sub-clause 2.13.18 or 2.13.21, the Chief Executive Officer may only nominate the Managing Director of the Public Transport Authority or the General Manager.
- (c) “First Notification” means a notification given under sub-clause 2.13.4.
- (d) “General Manager” means the General Manager, Transperth Train Operations.
- (e) “Investigator” will be the person given responsibility to investigate on behalf of the Employer an alleged breach or breaches of discipline by an Employee.
- (f) “Misconduct” shall have its ordinary meaning.

- 2.13.2 This clause describes the Employer’s disciplinary procedure for dealing with an Employee’s unacceptable behaviour. The procedure will enable appropriate

disciplinary action to be taken to deal with and prevent further unacceptable behaviour. The principles of procedural fairness apply to the Employer's disciplinary procedure.

2.13.3 Notwithstanding sub-clause 2.13.5, an Employee will, if called upon, provide any report or statement required by the Employer in relation to an investigation into any incident occurring in the course of the Employee's duties. Such a report or statement may be required and provided prior to the Employer determining that it reasonably suspects a breach of discipline and that further action is required.

2.13.4 Step One: First Notification: Where the Employer reasonably suspects that an Employee has committed a breach of discipline, and the Chief Executive Officer decides that further action is required; the Chief Executive Officer must notify the Employee of the nature of the suspicion. This first notification:

- (a) will be in writing;
- (b) will record the date on which the Employee's act came to the attention of the Employer, being the date on which a nominee of the Chief Executive Officer had first knowledge of the act or received a substantive complaint or report;
- (c) will be issued to the Employee within 28 calendar days (exclusive of public holidays) of the date on which the act came to the attention of the Employer, failing which, subject to sub-clause 2.13.26, formal disciplinary action cannot be taken;
- (d) will record the nature of the Employer's suspicion sufficiently to give the Employee a reasonable opportunity to submit a written statement of events, an explanation or otherwise respond, but need not be a formal allegation and is not required to include or refer to all evidence upon which the suspicion is based;
- (e) will nominate a date by which the Employee may provide any response which allows a reasonable opportunity to respond in all the circumstances, provided that a period of 14 calendar days will usually be sufficient. A longer time may be agreed by the Employer on the Employee's request provided that the Employer will not refuse a reasonable request;
- (f) will nominate the date by which any disciplinary process must be completed, if formal disciplinary action is pursued, calculated by reference to this date of first notification in accordance with sub-clause 2.13.25; and
- (g) may also be a formal allegation of breach of discipline, where the Chief Executive Officer considers there are already sufficient grounds to make such an allegation and where it complies with sub-clause 2.13.8.

- 2.13.5 After receiving a first notification, the Employee may either respond or advise the Employer that they do not propose to respond. Any response provided by the Employee will be treated as a preliminary response, taking into account the circumstances in which that response is given. An Employee's choice whether to respond to the notification and the nature of the response may be a relevant consideration in any later disciplinary decision.
- 2.13.6 The Chief Executive Officer will consider whether there are sufficient grounds to make a formal allegation of a breach of discipline against the Employee and whether the matter warrants being dealt with as a disciplinary matter, taking into account any first notification and any response, and will decide to:
- (a) initiate formal disciplinary action;
  - (b) refer the matter to be managed by the Employer under its Performance Management Policy and Procedure as amended from time to time;
  - (c) issue a warning to the Employee that certain conduct is not acceptable (which will not be a finding that such conduct has occurred);
  - (d) refer the Employee for counselling or for training and development; or
  - (e) take no further action.
- 2.13.7 The Employer will inform the Employee in writing of the Chief Executive Officer's decision, including where relevant any finding by the Chief Executive Officer that there had not been a breach of discipline.
- 2.13.8 Step Two: Formal Allegation of Breach Of Discipline: Where the Chief Executive Officer decides to initiate formal disciplinary action, the Employer will notify the Employee of the formal allegation of a breach of discipline against the Employee and the notification will:
- (a) be in writing;
  - (b) record the nature of the allegation against the Employee;
  - (c) nominate the date by which any disciplinary process must be completed, recalculated in accordance with sub-clause 2.13.26; and either:
    - (i) advise the Employee that the allegation will be the subject of further investigation; or
    - (ii) where the Employee's response to the first notification was an admission, advise the Employee of any proposed adverse finding in relation to that allegation, which advice will comply with sub-clause 2.13.17.

- 2.13.9 *Step Three: Formal Disciplinary Investigation:* An Investigator conducting any disciplinary investigation may determine the procedure followed and will conduct the investigation with as little formality and technicality as the principles of procedural fairness, substantial compliance with applicable PTA policies and procedures and the circumstances of the matter permit.
- 2.13.10 An Employee will, if called upon, provide any report or statement and/or attend an interview with the Investigator in relation to an investigation into a breach of discipline and will follow any lawful and reasonable instructions given by the Chief Executive Officer for the purposes of investigating the suspected breach.
- 2.13.11 An Employee who is believed to be a witness to a suspected breach of discipline will, if called upon, follow any lawful and reasonable instructions given by the Chief Executive Officer for the purposes of investigating the suspected breach.
- 2.13.12 During a discipline process an Employee may have an independent support representative present at any meeting. However that representative is only to provide support and is not to engage in the discussion unless the person conducting the investigation deems it appropriate to do so. The representative must be reasonably available and cannot be a person involved in the matter under investigation.
- 2.13.13 If during the course of an investigation it comes to the attention of the Employer that the Employee may have committed other breaches of discipline which are not the subject of the investigation and which had not previously come to the attention of the Employer, then the Employer may investigate those matters. If the allegation or allegations are investigated as part of the investigation already being conducted, then the disciplinary process into the additional allegation or allegations will not be invalid for non-compliance with sub-clauses 2.13.4 to 2.13.8 but the Employer must inform the Employee of any additional allegation in writing, the Employee must be given a proper opportunity to respond to the allegation and procedural fairness must be accorded to the Employee in relation to any additional allegation. Where sub-clauses 2.13.4 to 2.13.8 are not complied with, the time for completion of the discipline process in relation to any additional allegation will be calculated from the date of the first notification of the initial allegation being investigated. Where sub-clauses 2.13.4 to 2.13.8 are complied with, the time for completion of the discipline process in relation to any additional allegation will be calculated from the date of the first notification of the additional allegation or allegations.
- 2.13.14 The Investigator will at the conclusion of the investigation report to the Chief Executive Officer on the investigation and on the findings open to the Chief Executive Officer.
- 2.13.15 At any time during or at the conclusion of the investigation, the Chief Executive Officer may decide to:

- (a) refer the matter to be managed by the Employer under its Performance Management Policy and Procedure as amended from time to time;
- (b) issue a warning to the Employee that certain conduct is not acceptable (which will not be a finding that such conduct has occurred);
- (c) refer the Employee for counselling or for training and development; or
- (d) take no further action.

2.13.16 The Employer will inform the Employee in writing of any such decision and the reasons for the decision, including where relevant any finding by the Chief Executive Officer that there had not been a breach of discipline.

2.13.17 Step Four: Opportunity to Respond to Proposed Adverse Finding and any Proposed Penalty: The Chief Executive Officer will advise the Employee of:

- (a) any proposed adverse finding in relation to the allegation of breach of discipline made against the Employee or any other breaches of discipline which came to the attention of the Employer in the course of the investigation;
- (b) the results of the investigation and the evidence relied upon by the Chief Executive Officer in support of the proposed finding;
- (c) the range of penalties the Chief Executive Officer is considering applying if the finding is confirmed;
- (d) the time within which the Employee is required to provide any written response as to the finding and as to the appropriate penalty, which will be not less than 14 days. A longer time may be agreed by the Employer on the Employee's request provided that the Employer will not refuse a reasonable request ; and
- (e) the date by which any disciplinary process must be completed, recalculated in accordance with sub-clause 2.13.26.

2.13.18 Step Five: Final Determination: After receiving any response from the Employee to the advice of proposed adverse findings, or after the nominated date by which the Employee was required to provide any response, the Chief Executive Officer will review the evidence, including the Employee's response, and make a final determination on the allegation of breach of discipline and decide which if any penalty from the list of penalties in sub-clause 2.13.21, subject to sub-clause 2.13.22 should be applied.

2.13.19 Criminal Conviction of an Employee: The Chief Executive Officer is able to take disciplinary action against Employees who have been convicted of:

- (a) offences which involve:

- (i) fraud or dishonesty;
- (ii) wilful damage to or destruction of the property of others;
- (b) offences which are committed against the persons of others; or
- (c) offences which are punishable on conviction by imprisonment for two years or more.

2.13.20 An Employee who has been convicted of such an offence shall notify the Employer and such a conviction may be taken as if a breach of discipline has been found to have been committed so that no further disciplinary investigation or finding is required. The Chief Executive Officer may choose to apply any of the penalties listed at sub-clause 2.13.21, subject to sub-clause 2.13.22. The Chief Executive Officer shall write to the Employee and advise if they propose to apply any penalty and the Employee is to be provided with an opportunity to respond prior to a final determination as to penalty being made.

2.13.21 Penalties: Where a breach of discipline has been found to have been committed, the Chief Executive Officer may apply any of the following penalties:

- (a) no penalty;
- (b) a reprimand (which may include a final reprimand);
- (c) deferring the payment and anniversary dates for annual increments by a period not exceeding six months;
- (d) a permanent or temporary transfer to another location within the PTA or to another employment position within the PTA, including to a position to which this Agreement does not apply;
- (e) a permanent or temporary demotion or reduction to a lower increment or to a lower grade or position to which this Agreement applies;
- (f) a permanent or temporary demotion to another position to which this Agreement does not apply; or
- (g) dismissal.

2.13.22 The type of penalty applied must be proportionate to the conduct which gave rise to the breach of discipline or must be reasonably suitable in consideration of all of the circumstances of the case.

2.13.23 Appeal: Where a breach of discipline has been found to have been committed, the Employee found guilty of the breach of discipline shall have a right to appeal the decision of the Chief Executive Officer and any associated penalty by notification and direct referral of a dispute to the Commission by a party on the Employee's behalf under sub-clauses 7.6.5 or 7.6.8 of this Agreement.



- 2.13.24 Stand Down from Operational Duties: During the course of an investigation, an Employee may be stood down from operational duties. The Chief Executive Officer may provide alternative duties or allow the Employee not to attend the workplace. Where the Employee is a shift Employee, the Employee will be paid a wage equivalent to weekly Base rate of pay plus afternoon shift penalties until a final determination is made. If a finding of breach of discipline is not made against the Employee, the Employee will be paid the difference between the weekly Base rate of pay plus afternoon shift penalties and the average of the Employee's weekly pay in the three months prior to date the Employee was stood down from operational duties.
- 2.13.25 Time Frames: The discipline process shall be completed within six months from the date of the first notification, or within such other extended period of time as is provided for in this Agreement.
- 2.13.26 The minimum periods specified in clause 2.13 in which a notification is to be given or a determination is to be made will be extended:
- (a) by reason of a delay caused by the Employee or their representative, to the extent of the delay;
  - (b) by reason of the absence from duty of the affected Employee through sickness or other authorised leave, to the extent of that absence;
  - (c) by reason of the suspension of the Employer's disciplinary process during an investigation of the allegation by Police or by the Corruption and Crime Commission, or awaiting the outcome after being criminally charged to the extent of the duration of that investigation;
  - (d) by reason of any extension granted under sub-clauses 2.13.4 (e) or 2.13.17(d);  
or
  - (e) by mutual agreement between the parties.

## **2.14 Redeployment and Redundancy**

- 2.14.1 The parties acknowledge that the *Public Sector Management Act 1994 (PSMA)* (WA) and the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA) (Regulations) provide the legislative framework for redeployment and redundancy for all Employees covered by this Agreement. If the provisions of this Agreement and the Regulations are inconsistent, the provision of the Regulations shall prevail.
- 2.14.2 The Employer and prospective Employer will assess the Suitability of a Surplus employee broadly which includes, but is not limited to:

- (a) acknowledging that the Employee’s classification level illustrates core competencies for that classification level;
  - (b) providing sufficient weight to the Employee’s knowledge, skills and experience; and
  - (c) recognising the transferability of skills to roles where a direct fit may not exist.
- 2.14.3 The Employer and prospective Employer will seek to place Surplus employees in suitable positions in accordance with clause 2.14.2.
- 2.14.4 The Employer will provide Surplus employees with direct access to priority vacancies through the online Recruitment Advertising Management System.
- 2.14.5 The Employer will provide Surplus employees with case management in line with the Public Sector Commission’s Redeployment and Redundancy Guidelines – A guide for agencies and the Public Sector Commission’s Redeployment and Redundancy Guidelines Appendix A – Case Management Guidelines or any revised arrangement subsequent to the review of the redeployment and redundancy provisions. The Employer will ensure that Surplus employees are provided with an appropriately skilled case manager/s, a skills audit and continual support to find Suitable employment.
- 2.14.6 Upon notification of registration, the Employer shall provide an Employee who is notified of the Employer’s intention to register them under regulation 18 of the Regulations with the written reason/s for the intended registration and the possible employment, placement and training options available to them.
- 2.14.7 Where the Employer is able to do so consistent with Commissioner’s Instruction No. 12 – Redeployment and Redundancy, the Employer may Suspend the Redeployment period of a Registered employee for the duration that the Employee is participating in retraining, a secondment or other employment placement arrangement. Where suspension of the total duration would exceed the allowable duration under Commissioner’s Instruction No. 12 – Redeployment and Redundancy, the Employer may Suspend the Redeployment period for the portion allowable.
- 2.14.8 The Employer will notify the Union prior to a Registered employee entering the last three months of their Redeployment period.

### **3 HOURS OF WORK**

#### **3.1 Ordinary Hours**

- 3.1.1 Unless otherwise agreed between the parties to the Agreement, the Ordinary Hours of employment shall be 40 ordinary hours per week averaged across the Roster Cycle, worked on a rotating 24/7 continuous shift roster Sunday to Saturday,

consisting of four ten-hour shifts and/or five eight-hour shifts averaged across the Roster Cycle.

- 3.1.2 The Employer shall arrange ordinary shifts to not exceed 10 hours, except to meet operational requirements and in cases of emergency when relief cannot be provided. The maximum spread of Ordinary Hours shall be 12 hours.
- 3.1.3 The Ordinary Hours for Employees will be as shown on the Employees' roster.
- 3.1.4 Rosters shall provide for a minimum of eight days off duty in every 28 days, on average, or a varying number of days consistent with that proportion depending on the length of the Roster Cycle.
- 3.1.5 Any change to the shift lengths or rostering arrangements under this sub-clause would be by agreement between the parties to this Agreement.
- 3.1.6 Employees shall not be rostered for more than nine consecutive shifts per fortnightly Roster Cycle.
- 3.1.7 Saturday and Sunday payments when working Ordinary Hours.
  - (a) Ordinary Hours worked on a Saturday shall be paid at the rate of time and a half.
  - (b) Ordinary Hours worked on a Sunday shall be paid at the rate of double time.
  - (c) No other shift penalties shall apply.
- 3.1.8 Protected Days Off with Appropriate Notice
  - (a) An Employee may give notice in writing by 15 February each year as part of the leave rostering process to protect two days off for personal reasons per financial year.
  - (b) Approval of requests made outside of the date specified in sub clause 3.1.8 a) would be at the discretion of the Employer but not unreasonably refused.
  - (c) A request to protect two days will require the Employee to nominate the two specific dates that they are seeking to have protected for the following financial year.
  - (d) The request will be approved by the Employer provided that:
    - (i) Accommodating the dates requested within the Employee's Actual Roster will not contravene the fatigue management principles underlying the Roster Cycle;
    - (ii) the insertion of a protected day off in the Employee's Actual Roster will not cause an increase in the total number of days off in the affected Actual Roster;

- (iii) the specific dates requested can be accommodated within operational requirements. (i.e: do not include days where Employees are required to undertake compulsory shifts such as Australia Day and New Year's Eve); and
  - (iv) where there are multiple requests for the same date/day, the Employer may impose a limit on the number of Employees who will have that date approved as a protected day off pursuant to sub-clauses 3.1.8 a) - 3.1.8c) in order to meet operational requirements and in line with current leave capping principles. The Employer will inform Employees of this decision as soon as practicable.
- (e) Where the request to protect a day falls on a day that is not already a rostered day off in the affected Employee's Operational Roster, the request will be approved provided that
- (i) the provisions of sub-clauses 3.1.8 d) i-iv above are met;
  - (ii) the adjustment to the affected Employee's Actual Roster to accommodate the protected day off will include allocation of an alternative shift in line with operational requirements, which may include working on another line on a cost neutral basis consistent with clause 3.5.8(d) (i.e: Other Line Allowance shall not be payable); and
  - (iii) allocation of shifts on relief lines in the Actual Roster can accommodate coverage of the vacated shift; or
  - (iv) where there are insufficient relief lines in the Actual Roster to accommodate the requested protected day off and a change would be required to another Employee's Shift Work Pattern, that change is:
    - considered reasonable by the Employer;
    - shown on the affected Employee's Actual Roster as soon as practicable.

## **3.2 Overtime, Saturday and Sunday Work**

- 3.2.1 Time worked, at the request of the Employer, by an Employee in excess of the posted roster hours for the cycle are Additional Hours, except where this Agreement provides otherwise.
- 3.2.2 Additional Hours are time worked in excess of the rostered hours for a shift or shifts worked in addition to those rostered.
- 3.2.3 The Employer is entitled to extend an Employee's required rostered shift hours by a maximum of two hours to meet operational requirements, provided these are paid in

accordance with overtime provisions under this clause. Such extension shall not exceed 12 hours unless a further extension is agreed with the Employee.

3.2.4 Where an Employee has worked extended hours as referred to in 3.2.3, in any one week period of a fortnightly Roster Cycle, that Employee shall not also be required by the Employer to work an additional shift within that same fortnight's Roster Cycle if the Employee has already worked four additional overtime hours that week, unless express agreement is given beforehand by the Employee concerned to work the additional time.

3.2.5 **Additional shifts:** Employees may be requested to work one additional shift per Roster Cycle and shall not unreasonably refuse to work such shift, provided overtime shifts are rostered equitably across Employees on each line, and overtime allocation shall be at the discretion of the Employer. The Employer shall initially call upon volunteers who have expressed interest in working overtime shifts.

3.2.6 Payment for Overtime

The Base rate of pay is used for the calculation of overtime payments, as prescribed below.

- (a) **Saturday:** Overtime payments are to be calculated at double the hourly Base rate of pay for all hours worked.
- (b) **Sunday:** Overtime payments are to be calculated at double the hourly Base rate of pay for all hours worked.
- (c) **Monday/Friday:** All hours worked in excess of the posted rostered Ordinary Hours of employment midnight Sunday to midnight Friday shall be paid at the rate of 1.84 times the hourly Base rate of pay.
- (d) **Public Holidays:** Employees required to work on a Public Holiday shall be paid for all time worked in accordance with sub-clause 6.1.7. For the avoidance of doubt, no other penalties, including overtime penalties under other paragraphs of this sub-clause, are payable for work on a public holiday.

3.2.7 Minimum Call Out

- (a) **Ordinary Hours Monday to Friday:** An Employee recalled to work is paid a minimum of three hours at the rate applicable to the day, but shall not be obliged to work for three hours if the work for which the Employee has been brought on duty does not last that period.
- (b) **Saturday and Sunday time:** An Employee brought on duty outside ordinary working hours (Saturday, Sunday or Public Holidays) shall be paid a minimum of four hours at the rate applicable to the day, but shall not be required to work for the four hours if the work for which the Employee is brought on duty does not last that period.

- (c) A record of overtime worked will be maintained by the Employer and where an Employee feels disadvantaged as to the allocation of overtime they may discuss the matter with the designated officer.

### **3.3 Meal Breaks**

- 3.3.1 An Employee shall not be permitted to continue work for longer than five hours without a scheduled paid meal break of 20 minutes, with 5 minutes allowed either side of those 20 minutes.
- 3.3.2 Such meal break shall not commence before the third or after the fifth hour on duty.
- 3.3.3 The timing of a rostered meal break may be altered by the Employer to suit operational requirements such as delayed train services or emergencies. However, this will not otherwise alter the prescribed entitlement to a meal break under this Agreement.
- 3.3.4 Reasonable alternative meal break arrangements may be agreed between the parties to this Agreement after Consultation with the Employees affected, and where entered into, written records kept of any such alternative agreed arrangements and the period over which they would apply.
- 3.3.5 Meal Breaks outside Ordinary Hours.

An Employee shall be allowed a second meal break of 20 minutes without loss of pay where it is expected that the Employee will work beyond 10 hours in any one shift or has worked such hours extending beyond ten. The Employer shall make suitable arrangements for the Employee to take the second meal break.

- 3.3.6 The Employer may stagger the time of the meal and rest breaks to meet operational requirements.

### **3.4 Minimum Time Off Duty**

- 3.4.1 Other than in an Emergency, an Employee shall be allowed at least 10 consecutive hours off duty between the end of one Ordinary Hours shift and the commencement of the next Ordinary Hours shift.
- 3.4.2 Unless otherwise agreed between the parties, where an Employee who has not had at least 10 consecutive hours off duty since the completion of their last Ordinary Hours Shift is fatigued due to authorised overtime and
  - (a) there is four hours or more of the next rostered shift remaining to be worked, the Employee may, with the approval of their officer in charge, be excused from such part of the shift to allow the designated break and shall be deemed

to have commenced that shift at the rostered start time. Where a part shift is worked a shift penalty, if appropriate, will be paid.

- (b) there are less than four hours of the rostered shift remaining to be worked, the Employee may, with the approval of their officer in charge, be excused from duty and shall be deemed to have worked the shift. However in these circumstances, a shift penalty will not be paid.

- 3.4.3 When an Employee is brought back on duty or continues to work without the prescribed period of rest, such Employee shall be paid at double time rates for the extra hours of work, until released from duty. An Employee shall then be entitled to be absent until such Employee has had the minimum time off duty without loss of pay for any time the Employee had been rostered to work during such an absence.

### **3.5 Rostering**

- 3.5.1 Unless otherwise agreed between the parties to this Agreement, the Employer will roster Employees using three rosters, being the Guide, Operational Roster and the Actual Roster, for the period of this Agreement.
- 3.5.2 Ordinary shifts and additional shifts may be worked on any day of the Roster Cycle.
- 3.5.3 Shift Work Patterns on the Guide and Operational Roster may be varied by the Employer after advice to and Consultation with the Union and with Employees affected. Alteration of Shift Work Patterns requires 14 days' notice to be given to the affected Employees.
- 3.5.4 The Roster Cycle shall be fortnightly but that may be varied by the Employer at its discretion following advice to and Consultation with the Rostering Committee, the Union and with Employees affected. The Employer shall provide affected Employees with 14 days prior notice of intention to change the length of the Roster Cycle. Where a different length of cycle is in place, the ratio of numbers of shifts to weeks will be varied proportionately based on the prescription for two weeks.
- 3.5.5 Rostering Work Instructions
  - (a) The Employer will in Consultation with the Rostering Committee develop and periodically update Rostering Work Instructions.
  - (b) The purpose of Rostering Work Instructions is to provide guidelines to staff involved in the rostering of Employees under this Agreement on the application of rostering processes in accordance with the parameters provided in this Agreement. The Instructions will include but not be limited to guidelines on the following:
    - (i) the identification and ranking of Employee rostering preferences (eg: the procedure for line transfers);

- (ii) allocation of overtime;
  - (iii) changes to start locations and start times;
  - (iv) mutual shift exchanges, and
  - (v) procedures for posting of Actual Rosters.
- (c) The Employer will notify the Union of the outcomes of its Consultations with the Rostering Committee in relation to the Rostering Work Instructions and will consider any response provided by the Union within 14 days of that notification before adopting or updating the Instructions.

3.5.6 While the Employer is entitled to compile and post an Operational Roster which it determines best balances the principles in the Rostering Work Instructions with safety requirements and the other operational requirements of the business, the Employer will not unreasonably disregard the principles in the Rostering Work Instructions.

#### 3.5.7 Balancing of Shifts

- (a) To the extent that it is reasonably practicable, the Guide Roster(s) will be balanced so that all Employees work a similar number of hours over the Roster Cycle.
- (b) Before posting, Actual Rosters are to be reviewed and adjusted as necessary prior to the end of the roster period, and in time for the posting of the next Actual Roster, to enable leave, other authorised absences or operational contingencies to be taken into account.
- (c) After posting, the Actual Roster may be altered by the Employer to cater for unscheduled absenteeism.
- (d) Rostered Shifts: An Employee shall not unreasonably refuse to work any Rostered Shift allocated to them on the Actual Roster.

#### 3.5.8 Mutual Changes

- (a) An Employee may exchange shifts with a fellow Employee and the exchange will be accepted providing:
  - (i) it does not breach fatigue management principles;
  - (ii) subject to sub clause (d), it does not breach any condition of this Agreement; and
  - (iii) the request for the exchange is in writing and provided to the rostering section two working days (not including Saturday or Sunday) prior to the change coming in to effect.



- (b) An Employee may indefinitely exchange positions on the same Operational Roster with a fellow Employee and the exchange will be accepted providing:
  - (i) it does not breach fatigue management principles;
  - (ii) subject to sub clause d), it does not breach any condition of this Agreement; and
  - (iii) the request for the exchange is in writing and submitted through the rostering section prior to posting of the Actual Roster where the change will come into effect and the exchange is on the same home line.
- (c) In circumstances other than those in sub-clauses a) and b), a request for an exchange will not be unreasonably refused where:
  - (i) the shifts to be exchanged are of the same duration on the same line/roster on the same day; and
  - (ii) the request is provided to the rostering section or, outside of the rostering section's working hours to Transit Supervisor on duty for the relevant Line, at least three working hours' prior to the change coming into effect.
- (d) Where a mutual exchange is accepted:
  - (i) the hourly Base rate of pay, shiftwork allowance and weekend penalties paid to each of the Employees who exchange shifts shall be paid based on the shifts worked by each Employee.
  - (ii) Other Line Allowance shall not be payable unless the total allowance payable to both Employees as a result of the exchange would not exceed the total allowance which would have been payable to those Employees if the change were not approved; and
  - (iii) the mutual exchange shall otherwise be cost neutral to the Employer.

### **Future Rostering Arrangements**

- 3.5.9 Should the provisions of this Agreement restrict or impact upon the terms of working arrangements for a particular workgroup, those provisions may be altered and/or alternatives trialled following consultation and by agreement in writing with the Union, without the need to formally vary this Agreement. Once finalised, the terms of altered working arrangements shall be confirmed in writing between the parties and be implied in the terms of this Agreement.

### **3.6 Guaranteed Week**

3.6.1 **Full Time Employees:** The Employer shall guarantee to each full time Employee a full week's work of no less than the Ordinary Hours as defined at sub-clause 3.1.1 across the Roster Cycle, worked from Sunday to Saturday inclusive.

3.6.2 **Part time Employees:** The Employer shall guarantee to each part time Employee the hours of employment as expressed by the written agreement in the Employee's letter of appointment as described within clause 2.4.

3.6.3 **Exceptions to the Guaranteed Week:**

The guaranteed week may be reduced as follows:

- (a) any period where, by reason of any actions on the part of any section or Employee or for any other cause which is beyond the Employer's control, the Employer is unable wholly or partially to carry on the running of the trains.
- (b) any period that an Employee's hours are varied or not worked due to workers compensation or other authorised leave of absence.
- (c) any period in accordance with the stand down provisions at clause 2.11.

## **4 WAGES**

### **4.1 Wages**

4.1.1 The rates of pay provided for under this Agreement shall be as specified in Schedule 1.

4.1.2 **Trainee Transit Officers**

- (a) The Base rate of pay applicable to a Trainee Transit Officer shall be 85% of the Base rate of pay applicable to the Transit Officer first year rate. This rate will apply to a Trainee for the duration of the training period.
- (b) Where a Trainee is required to work such hours and/or shifts that ordinarily would attract penalty payments, the Trainee shall be paid the penalty rates in accordance with this Agreement based on the Trainee Base rate of pay.

4.1.3 **Annual Increments**

- (a) Transit Officers and Senior Transit Officers shall proceed to the maximum of their wage range by annual increments subject to a satisfactory report on the officer's level of performance and conduct.
- (b) The following procedure will apply prior to the payment of an increment:

- (i) Their manager will produce a report on the Employee's performance and conduct no later than 12 months since the Employee's last incremental advance.
  - (ii) Where the report is satisfactory, the increment will be paid; or
  - (iii) Where the report is unsatisfactory:
    - the Employee will be shown the report which shall include details of previous warnings and counselling and shall be required to initial it.
    - the Employee will be provided with an opportunity to comment in writing.
    - the Employee's comments will be considered immediately by the Employer and a decision made as to whether to approve the payment of the increment or withhold payment for a specific period up to a maximum of six months by the Executive Director People and Organisational Development.
    - where the increment is withheld, a performance management plan will be established which will include regular monitoring of the Employees' compliance. The Employer, before the expiry of the specified period, will complete a further report and the above provisions will apply.
    - the non-payment of an increment will not change the normal anniversary date of any further increment payments.
- (c) The First Class Officer (FCO) rank is an exception to subclause 4.1.3(a) and the following arrangements will apply:
- (i) only Transit Officers who have completed 12 months service at increment point 5 (TO5) are eligible to become a FCO;
  - (ii) selection of officers for appointment to the FCO rank is merit based and requires the sitting of an examination. The Employer will select officers who pass the examination with a score of 80% or higher.
  - (iii) The Employer will perform intakes at least once a year.
  - (iv) Transit Officers who fail the examination will remain at TO5 but remain eligible to apply for the FCO rank at a subsequent intake.

## **4.2 Payment of Wages**

- 4.2.1 Wages shall be paid fortnightly. On pay week, payment of wages is to be made no later than the Friday.
- 4.2.2 All wages shall be paid into accounts nominated by the Employee with a bank, building society or credit union.
- 4.2.3 Where an Employee can demonstrate that the Employee has incurred a financial penalty due to the non-remittance of remuneration by the day provided for in sub-clause 4.2.1 to the nominated financial institution as provided for in sub-clause 4.2.2, the Employee may recoup the penalty from the Employer unless the late remittance was:
- (a) due to actions (or inactions) of the Employee such as the late or non submission of applicable timekeeping or banking information; or
  - (b) no fault of the Employer's or due to events outside the control of the Employer such as bank funds transfer errors.
- 4.2.4 For the purpose of this clause, the Employer will not be responsible for any penalty incurred by an Employee for non-remittance of funds into a Trust Account operated by the administrator, where the Employee has entered into remuneration packaging arrangement.
- 4.2.5 **Wage shortfalls:** Where the Employer is informed in writing that the Employee has not been paid the full amount of wages due to the Employee in a fortnightly pay the Employer shall investigate the matter. Where an underpayment is confirmed and determined to be the fault of the Employer, the Employer shall pay the shortfall to the Employee in the next fortnightly pay.
- 4.2.6 **Recovery of Overpayments**
- (a) The Employer has an obligation under the *Financial Management Act 2006* (WA) to account for public monies. This requires the Employer to recover overpayments made to an Employee.
  - (b) Any overpayment identified and proven to an Employee will be repaid to the Employer within a reasonable period of time.
  - (c) Where an overpayment is identified and proven, the Employer will provide the Employee with the written details of the overpayment and notify the Employee of their intent to recover the overpayment.
  - (d) Where the Employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the Employer and Employee.

- (e) Any negotiated agreement between the Employer and the Employee will be evidenced in writing stating the amount to be deducted and the time period for the deductions to occur with a signed copy provided to both Employer and Employee for their records.
- (f) If an amount of repayment cannot be agreed to between the Employer and Employee as per (e), the Employer may not deduct or require an Employee to repay an amount exceeding 10% of the Employee's net pay in any one pay period without the Employee's agreement. This will be confirmed in writing with the Employee.
- (g) If the Employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with clause 7.6 – Dispute Settlement. No deductions relating to the overpayment shall be made from the Employee's pay while the matter is being dealt with in accordance with clause 7.6 – Dispute Settlement.
- (h) Nothing in this provision shall be taken as precluding the Employer's legal right to pursue recovery of overpayments.
- (i) Where the Employer alters the pay cycle or pay day, any consequential variations to an Employee's fortnightly wages and/or payments to compensate shall not be considered an overpayment for the purposes of this clause.

### **4.3 Training Wage – Other Than Initial Training**

Employees, other than Employees undergoing their initial training to enter the Transit Officer Unit, who are required to attend any supplementary training as directed by the Employer, will be entitled to be paid the Base rate of pay plus 15%.

### **4.4 Court Shift Wage**

- 4.4.1 In this clause a court appearance must relate to the duties of the Employee.
- 4.4.2 Where on the Operational or Actual Roster an Employee is allocated to work a Sunday shift that would attract penalties/allowances and, as a result of being required to appear before a court within Western Australia on Monday, has that shift substituted (to ensure the required rest break), where the new substitute shift attracts lower penalties, it will be paid as per the originally rostered Sunday shift.
- 4.4.3 Where on the Actual Roster an Employee is required to attend a court within Western Australia on any weekday, they shall be rostered from 0730 to 1730.
- 4.4.4 Except for the above, in all other cases where the weekday court shift is substituted for a weekday shift on the Operational Roster that would have paid weekday shift

penalties, the Employee will be paid an allowance equivalent to the weekday shift penalty foregone.

- 4.4.5 If the attendance at court requires the Employee to stay longer than 1730 then the Employee shall be required to extend their shift and that shift extension shall be taken as agreed in accordance with sub clause 3.2.3

#### **4.5 Remuneration Packaging**

- 4.5.1 An Employee may, by agreement with the Employer, enter into a remuneration packaging arrangement in accordance with the Employer's Salary Packaging Guidelines and Agreement or any similar remuneration packaging arrangement offered by the Employer.
- 4.5.2 Remuneration packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined in sub-clause 4.5.3 of an Employee, can be reduced by and substituted with other benefit/s.
- 4.5.3 For the purposes 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 Employer Superannuation Guarantee Contributions.
- 4.5.4 The TEC for the purpose of remuneration packaging, is calculated by adding:
- (a) the Base salary;
  - (b) other cash allowances, e.g. annual leave loading;
  - (c) non cash benefits, e.g. Superannuation, motor vehicle etc;
  - (d) any Fringe Benefit tax liabilities currently paid; and
  - (e) any variable components, where commuted or annualised.
- 4.5.5 Where an Employee enters into a remuneration packaging arrangement the Employee will be required to enter into a separate written agreement with the Employer that sets out the terms and conditions of the arrangement, including an irrevocable signed agreement to allow the Employer to deduct from the Employee's wages any outstanding liabilities to be paid.
- 4.5.6 Notwithstanding any remuneration packaging arrangement, the wage rates specified in Schedule 1 are the basis for calculating related entitlements specified in this Agreement.
- 4.5.7 The remuneration packaging arrangement must be cost neutral in relation to the total cost to the Employer.

- 4.5.8 The remuneration packaging arrangement must also comply with relevant taxation laws and the Employer will not be liable for any additional tax, penalties or other costs payable or which may become payable by the Employee.
- 4.5.9 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 remuneration packaging arrangement, such tax, penalties and any other costs shall be borne by the Employee.
- 4.5.10 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 remuneration packaging arrangement.
- 4.5.11 The cancellation of a remuneration packaging arrangement will not cancel or otherwise affect the operation of this Agreement.
- 4.5.12 The Employer shall not unreasonably withhold agreement to remuneration packaging on request from an Employee.
- 4.5.13 Clause 7.6 – Dispute Settlement contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause. Where such a dispute is not resolved, either party may refer the matter to the Commission.

#### **4.6 Workers Compensation**

An Employee who in the course of performing their duties sustains a compensable injury under the *Workers Compensation and Injury Management Act 2023 (WA)*, shall receive workers compensation payments in accordance with the *Workers Compensation and Injury Management Act 2023 (WA)* or its replacement.

### **5 ALLOWANCES**

#### **5.1 Shift Allowances**

- 5.1.1 The Employer may work any part of its business on shifts in accordance with the following:
- (a) Afternoon shift – which commences before 1800 hrs and the ordinary time of which concludes at or after 1830 hours.
  - (b) Night shift – which commences at or between 1800 hours and 0359 hours.
  - (c) Early morning shift – which commences at or between 0400 hours and 0530 hours.
- 5.1.2 Shift allowance rates are as follows:

- (a) early morning or afternoon shift – 13.5% of the Hourly Reference Rate; and
  - (b) night shift – 16% of the Hourly Reference Rate.
- 5.1.3 In addition to the hourly shift work allowance, an Employee will be paid an allowance equivalent of night shift allowance rate but paid per shift where the ordinary time commences or finishes at or between 0101 hours and 0359 hours.
- 5.1.4 The shift allowance rates at sub clause 5.1.2 and 5.1.3 will be adjusted in each year of this Agreement and according to changes in the Hourly Reference Rate for the same year.
- 5.1.5 The methodology at clause 5.1.2 and 5.1.3 will be applied and is payable from 22 May each year.
- 5.1.6 The change in the Hourly Reference Rate may not be available on 22 May in any one year. In this situation, the methodology at clause 5.1.2 and 5.1.3 is to be applied once the hourly Reference Rate is known and will be paid from 22 May of the same year.

## **5.2 Other Line Allowance**

- 5.2.1 There will be eight designated home lines that officers are assigned to. These are:
- (a) Joondalup Line – Leederville to Butler.
  - (b) Fremantle – City West to Fremantle.
  - (c) Midland – East Perth to Midland.
  - (d) Armadale – Burswood to Armadale/Thornlie.
  - (e) Perth (precinct)– old Perth station, Perth Underground, Elizabeth Quay, McIver, Claisebrook and Perth Stadium Station.
  - (f) Northern Mandurah – Bullcreek to Aubin Grove.
  - (g) Southern Mandurah – Kwinana to Mandurah.
  - (h) Airport Line – Redcliffe to High Wycombe
- 5.2.2 Where an officer is required to commence work on a line other than their designated home line, they will be paid one hour's travel time at the Base rate of pay plus a return kilometres allowance. This is calculated as the number of kilometres on the return journey paid at the rate of 89.5c per km (the rate to be adjusted in accordance with further variations to the *Public Service Award 1992* Motor Vehicle Allowance rates) between the inner most staffed station on an officer's home line and the other line location where they are required to commence duty. The inner most staffed stations for each of the lines at the commencement of this Agreement are:



- (a) Joondalup Line – Glendalough
- (b) Fremantle – Subiaco
- (c) Midland – Maylands
- (d) Armadale – Burswood
- (e) Northern Mandurah – Bullcreek
- (f) Southern Mandurah –Kwinana; except where an inner Mandurah line officer is required to commence work on the outer Mandurah line then the inner most staffed station will be deemed to be Aubin Grove.
- (g) Perth Precinct – Perth parking compound, Pier Street, Perth.
- (h) Airport Line - Redcliffe

5.2.3 Schedule 2 provides the distance in kilometres between inner most staffed stations and other stations on other lines calculated utilising “whereis.com” (or other agreed program). The schedule may be updated during the life of this Agreement to reflect changes to staffed stations and accompanying calculations as agreed between the parties.

5.2.4 Officers who commence at any station on their home line will not receive an allowance.

5.2.5 Special provisions for Travel to Locations Not on Lines for Supplementary Training

- (a) Where Employees, other than Trainees, are required to travel to locations that are not on lines outlined in clause 5.2.1 to undertake supplementary training as referred to in clause 4.3, they shall be entitled to a travelling allowance based on one hour’s travel time at the Base rate of pay plus a return kilometres allowance.
- (b) The return kilometres allowance is calculated as the return kilometres from the inner most staffed station on the Employee’s home line to that location utilising “whereis.com” (or other agreed program) to calculate as the return kilometres distance and paid at the rate of 89.5c per km. (the rate to be adjusted in accordance with further variations to the *Public Service Award 1992 Motor Vehicle Allowance* rates). These kilometre distances are included in Schedule 2.

### **5.3 Fire Panel Allowance**

5.3.1 An Employee who is designated by the Employer to attend the fire indicator panel (FIP) on a rostered shift has responsibility to investigate and operate the FIP within three minutes of its activation to attend to emergency situations or to avoid the

initiation of automatic evacuation and public announcements where false alarms occur.

- 5.3.2 An allowance of \$7.40 per shift will be paid to the rostered Employee designated with FIP responsibility referred to in sub clause 5.3.1. The Parties acknowledge that due to technological change the responsibility to attend a fire panel may become redundant, in which case so will this allowance.
- 5.3.3 The above allowance will be adjusted by a percentage derived from the State Wage General Order as amended or superseded, applied to the key classification rate of REA4 of the Railway Employees Award No 18 of 1969, using the procedure stated in ROUNDING OF ALLOWANCES (87 WAIG 1502)

## **6 LEAVE**

### **6.1 Public Holidays**

- 6.1.1 The following days shall be observed as public holidays: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Western Australia Day, Sovereign's Birthday, Christmas Day, Boxing Day, and any other day proclaimed as a general public holiday.
- 6.1.2 When any of the above-mentioned days fall on a Saturday or Sunday the public holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a public holiday without deduction of pay and the day for which it is substituted shall not be a public holiday.
- 6.1.3 If an Employee is required to work on a public holiday the Employee shall be paid for all time worked on any shift from midnight to midnight on that day at the rate of time and one half in lieu of all penalties which may be payable for work on that day.
- 6.1.4 In addition to the payment described in sub-clause 6.1.3 an Employee required to work on a public holiday shall either:
- (a) be paid a further sum at the Base rate of pay for all time worked on any shift from midnight to midnight on that day or for eight hours whichever is greater; or
  - (b) elect to accrue leave with pay (to be known as Leave in lieu of Public Holidays) for a period equal to the time worked on any shift from midnight to midnight on the public holiday or eight hours, whichever is greater, to be taken as time off in lieu of further payment for working the public holiday, provided this arrangement is requested and agreed by the Employer before working that public holiday.

- (c) Approval of requests made outside of the specified requirement in clause 6.1.4 b) are at the discretion of the Employer.
- 6.1.5 An Employee who would have been rostered but is not required to work an ordinary time shift because that shift falls on a public holiday, will be paid at the Base rate of pay for the time the Employee would have worked on that day had it not been a public holiday.
- 6.1.6 If a public holiday falls on a day on which an Employee is not ordinarily rostered for work, the Employee will be paid eight hours pay at the Employee's Base rate of pay for that day or pro rata for part time Employees. A part-time Employee is entitled to the provisions of this subclause provided that the holiday falls on a day on which the Employee would ordinarily have been rostered for work had it not been a Public Holiday.
- 6.1.7 For the avoidance of doubt:
  - (a) If an Employee is required to undertake any work on a public holiday, including overtime, clause 6.1.6 does not apply and sub-clauses 6.1.3 and 6.1.4 apply.
  - (b) For any work performed on a public holiday, including overtime, the payment and/or accrued time in lieu equivalent shall be capped to a maximum of double time and a half of the Base rate of pay.
- 6.1.8 When a public holiday falls within a period of approved paid leave, except long service leave and parental leave, such day shall be paid as a public holiday consistent with the above provisions of this clause. Unless otherwise rostered, the public holiday not worked for the purposes of penalty payments will be computed at 8 hours per day on the hourly Base rate of pay.
- 6.1.9 When an Employee is off duty owing to leave without pay or sickness, including accidents on or off duty (except time for which the Employee is entitled to claim paid personal leave), any public holiday falling during such absence shall not be treated as a paid public holiday.
- 6.1.10 However, where the Employee is on or is available for duty on the working day immediately preceding a paid public holiday or resumes or is available for duty on the working day immediately following a public holiday, the Employee shall be entitled to a paid public holiday on such public holiday.
- 6.1.11 In accordance with General Order No. 763 of 1982 Long Service Leave Conditions – State Government Wages Employees, any public holiday occurring during the period in which an Employee is on long service leave shall be calculated as portion of the long service leave and extra days in lieu shall not be granted.

## **6.2 Additional Day for Easter Sunday**

- 6.2.1 Permanent and fixed term contract Employees will be provided an additional day of paid leave for Easter Sunday.
- 6.2.2 The day of paid leave will be made available to the Employee regardless of whether the Employee would normally be expected to work on that date.
- 6.2.3 The day of paid leave accrues on the date that Easter Sunday falls each calendar year.
- 6.2.4 The day of leave:
  - (a) is not available to an Employee who is on any period of leave without pay;
  - (b) is paid at the Base rate of pay;
  - (c) can be added to annual leave or taken individually;
  - (d) must be included in the Employee's nominated preferences for clearance of leave in accordance with sub-clauses 6.22.2(e) and 6.22.3(b);
  - (e) must be taken in the calendar year in which it occurs;
  - (f) will be forfeited if not taken in the year in which it occurs; and
  - (g) is not to be paid out on termination of employment.

## **6.3 Personal Leave**

### **6.3.1 Introduction**

- (a) The intention of personal leave is to give Employees and Employers greater flexibility by providing leave for a variety of personal purposes. Personal leave replaces sick and paid carer's leave.
- (b) Personal leave is not to be used for circumstances normally met by other forms of leave.
- (c) Personal Leave shall be paid at the Employee's Base rate of pay.
- (d) References to illness in this clause include physical and psychological ill health.

### **6.3.2 Entitlement**

- (a) The Employer shall credit each full time Employee engaged on an ongoing basis with the following personal leave credits which accrue pro rata on a weekly basis:

- (i) A part time Employee shall be entitled to the same personal leave credits as a full time Employee, but on a pro rata basis. Payment for personal leave shall only be made for those hours that would normally have been worked had the Employee not been on personal leave.
- (ii) An Employee employed for a period less than 12 months shall be credited personal leave on a pro rata basis for the period of the contract. An Employee employed on a fixed term contract for a period of 12 months or more shall be credited with the same entitlement as a permanent Employee.
- (iii) In the Accrual Year 120 hours' personal leave entitlement may be accessed for illness or injury, carer's leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each Accrual Year unused personal leave from that Accrual Year will be cumulative and added to personal leave accumulated from previous Accrual Years.
- (iv) A minimum of 80 hours of personal leave per Accrual Year must be accessed or available to be accessed by an Employee for the purposes of an Employee's entitlement to paid leave for illness or injury or carer's leave.
- (v) Personal leave will not be debited for public holidays that the Employee would have observed.
- (vi) Personal leave may be taken on an hourly basis.

### 6.3.3 Access

- (a) An Employee is unable to access personal leave while on any period of leave without pay, maternity leave, adoption leave or other parent leave, annual or long service leave, except as provided for in sub-clauses 6.3.6 (Re-crediting Annual Leave) and 6.3.7 (Re-crediting Long Service Leave).
- (b) If an Employee has exhausted all accrued personal leave and exhausted all other forms of leave, the Employer may in exceptional circumstances allow the Employee who has at least 12 months service to anticipate up to 40 hours personal leave from next year's credit. If the Employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the Employer, calculated at the wage rate as at the date the leave was taken, but no refund is required in the event of the death of the Employee.
- (c) In exceptional circumstances the Employer may approve the conversion of an Employee's personal leave credits to half pay to cover an absence on personal leave due to illness.

#### 6.3.4 Application for Personal Leave

- (a) Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to sub-clauses 6.3.2 and 6.3.3 the Employer may grant personal leave in the following circumstances:
  - (i) where the Employee is ill or injured;
  - (ii) to provide care or support to a member of the Employee's family or household who requires care or support because of an illness or injury to the member; or an unexpected emergency affecting the member;
  - (iii) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention;
  - (iv) by prior approval of the Employer having regard for agency requirements and the needs of the Employee, planned matters where arrangements cannot be organised outside of normal working hours. Planned personal leave will not be approved for regular ongoing situations.
- (b) Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- (c) The definition of family shall be the definition contained in the *Equal Opportunity Act 1984 (WA)* for "relative". That is, a person who is related to the Employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the Employee.
- (d) Where practicable, the Employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work shall be provided.

#### 6.3.5 Evidence

- (a) An application for personal leave exceeding two consecutive working days will generally be required to be supported by evidence that would satisfy a reasonable person of the entitlement.
- (b) In general, supporting evidence is not required for single or two day absences, totalling five cumulative days of personal leave per calendar year.
- (c) Personal leave taken in single or two day increments beyond the five total days referred to in sub-clause 6.3.5 b) shall generally be supported by evidence.

- (d) Where the Employer has good reason to believe that an absence within the first five cumulative days may not be reasonable or legitimate, the Employer may request evidence be provided in any case. The Employer must provide the Employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.
- (e) For the purposes of this Agreement, the following provides guidance as to the minimum level of documentation that may be reasonable for each type of personal leave:
- (i) Illness or injury to the Employee:
- a medical certificate from a certified medical practitioner indicating the Employee is unfit for work;
  - other certificate from a Pharmacist or registered health care provider; or
  - other evidence of the illness or injury acceptable to a reasonable person.
- (ii) Carer's leave:
- either a medical certificate which refers to the illness or injury of the member of the Employee's family or household;
  - other certificate from a Pharmacist or registered health care provider;
  - a carer's certificate from a hospital, health care service or registered health care provider; or
  - evidence of the Employee's relationship and the nature of support required to be provided to the member of the Employee's family or household acceptable to a reasonable person (e.g. a signed statement).
- (iii) Unanticipated matters:
- evidence of the immediate need for absence from the workplace acceptable to a reasonable person; or
  - evidence outlining the nature of the unanticipated occurrence, and stipulating the relationship of the Employee to that situation (e.g. a signed statement)
- (iv) Planned matters where arrangements cannot be organised outside of working hours:

- evidence of the need for absence from the workplace acceptable to a reasonable person.
- (f) In each of the instances referred to in 6.3.5 (e) should the manager require further evidence other than the evidence as outlined, the manager will provide to the Employee in writing the reason for the request.
- (g) Personal leave will not be granted where an Employee is absent from duty because of personal illness directly caused by the misconduct of that Employee.
- (h) Where a manager has reason to believe that an absence is not reasonable or legitimate in accordance with 6.3.5 d) or e) the manager will advise the Employee and may:
- (i) inform the Employee in writing of the cause for suspicion; require an explanation in writing from the Employee concerned;
  - (ii) where appropriate direct the Employee to attend a medical practitioner nominated and paid for by the Employer for a medical examination to determine the Employee's fitness for duty; and/or
  - (iii) refer the Employee to the EAP for counselling.
- (i) If a manager is satisfied that an Employee has taken personal leave without genuine cause or acted in breach of this clause, the manager may initiate disciplinary proceedings.
- (j) If the Employer has reason to believe that an Employee is in such a state of health as to render a danger to themselves, fellow Employees or the public, the Employee may be required to obtain and furnish a report as to the Employee's condition from a registered medical practitioner nominated by the Employer. The fee for any such examination will be paid by the Employer. If the Employee fails without reasonable cause to attend the medical examination, the fee for the examination must be deducted from the Employee's pay.

#### 6.3.6 Re-crediting Annual Leave

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



### 6.3.7 Re-crediting Long Service Leave

Where an Employee is ill or injured during the period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that as a result of illness or injury the Employee was confined to their place of residence or a hospital for a period of at least 14 consecutive calendar days, the Employer may grant personal leave for the period during which the Employee was so confined and reinstate long service leave equivalent to the period of confinement.

### 6.3.8 Unused Personal Leave

Unused personal leave will not be cashed out or paid out when an Employee ceases their employment.

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

- (a) Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The Employer shall not unreasonably withhold this leave.
- (b) Personal leave without pay not exceeding a period of three months in a continuous absence does not affect wages increment dates, anniversary date of personal leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in a continuous absence, the period in excess of three months is excised from qualifying service.
- (c) Personal leave without pay is not available to Employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in clause 6.3.4(a) ii), iii) or iv). However, other forms of leave including unpaid carer's leave and leave without pay may be available.

### 6.3.10 Portability

Where:

- (a) an Employee was, immediately prior to being employed by the Employer, employed in the public service of Western Australia or any other state body of Western Australia; and
- (b) the period between the date when the Employee ceased previous employment and the date of commencing employment with the Employer does not exceed one week or any other period approved by the Employer;

the Employer will credit the Employee additional personal leave credits up to those held at the date the Employee ceased previous employment.

#### 6.3.11 Unpaid Carer's leave

- (a) Subject to the provisions of paragraph (b) of this sub-clause an Employee, is entitled to unpaid carer's leave of up to two days for each occasion (a "permissible occasion") on which a member of the Employee's family or household requires care or support because of:
  - (i) an illness or injury of the member;
  - (ii) an unexpected emergency affecting the member; or
  - (iii) the birth of a child of the member.
- (b) An Employee is entitled to unpaid carer's leave for a particular permissible occasion only if the Employee cannot take paid carer's leave during the period.
  - (i) The definition of family is the same as provided in clause sub-clause 6.3.4 c)
  - (ii) The Employer may grant an Employee unpaid carer's leave in excess of two days.
  - (iii) Unpaid carer's leave may be taken on an hourly basis.

#### 6.3.12 War Caused Illnesses

- (a) An Employee who produces evidence from the Department of Veterans' Affairs stating that the Employee has a war-caused illness will be credited special paid personal leave of 15 working days per annum.
- (b) Paid leave under this clause:
  - (i) may accumulate up to a maximum of 45 working days;
  - (ii) is to be recorded separately to the Employee's normal personal leave entitlement;
  - (iii) is only to be accessed for sickness related to the war-caused illness; and
  - (iv) may be accessed despite normal personal leave credits being available.
- (c) An application for paid leave under this clause is to be supported by evidence that would satisfy a reasonable person of the entitlement.

#### 6.3.13 Mental Health

- (a) The Employer is committed to providing mentally healthy workplaces. This includes working to eliminate stigma attached to mental health in the

workplace and provide support and assistance to Employees (e.g. through employee assistance program services and training) to manage mental health.

- (b) Employers must do what is reasonably practicable to eliminate or minimise risks to psychological health and safety in the workplace. In consultation with the Work Health and Safety (WHS) Committee, Employers must assess and implement suitable control measures to eliminate or minimise workplace contributory risks in accordance with legislative requirements. The WHS Committee, updates the Joint Consultative Committee on progress as appropriate.
- (c) Employers must ensure that managers and supervisors undertake appropriate training to effectively prevent and manage harm from psychosocial risks identified in the workplace. The Employer must provide the Joint Consultative Committee with data on completed training.

#### 6.3.14 Workers' Compensation

- (a) Where an Employee suffers an "injury" within the meaning of section 5 of the *Workers' Compensation and Injury Management Act 2023* (WA), which necessitates that Employee being absent from duty, personal leave with pay must be granted to the extent of personal leave credits. In accordance with section 61(3) of the *Workers' Compensation and Injury Management Act 2023* (WA) where the claim for workers' compensation is decided in favour of the Employee, personal leave credit is to be reinstated and the period of absence shall be granted as personal leave without pay.
- (b) A period of personal leave without pay granted to an Employee on account of an illness compensable under the provisions of the *Workers' Compensation and Injury Management Act 2023* (WA) under sub clause 6.3.14(a), does not affect the anniversary date of personal leave credits, long service leave entitlements or annual leave entitlements to the extent defined in the *Workers' Compensation and Injury Management Act 2023* (WA) as applicable and amended from time to time.

## 6.4 Bereavement Leave

### 6.4.1 Employees shall, on the death of:

- (a) the spouse or de-facto partner of the Employee;
- (b) a former spouse or former de-facto partner of the Employee;
- (c) a child, step-child, foster child or grandchild of the Employee (including an adult child, step-child or grandchild);

- (d) a parent, step-parent, foster parent or grandparent of the Employee;
- (e) a parent in law or former parent in law of the Employee;
- (f) a brother, sister, step brother or step sister of the Employee; or
- (g) any other person who, immediately before that person's death, lived with the Employee as a member of the Employee's household;

be eligible for up to three days' paid bereavement leave.

- 6.4.2 The Employer will not unreasonably withhold approval to grant bereavement leave to an Employee in respect of some other person with whom the Employee had a special relationship, on the request of the Employee.
- 6.4.3 The three days need not be consecutive.
- 6.4.4 Bereavement leave is not to be taken during any other period of leave, including periods of unpaid leave, workers compensation or in any case where the Employee concerned would have been off duty in accordance with the roster.
- 6.4.5 Payment of such leave may be subject to the Employee providing evidence, if so requested by the Employer, of the death or relationship to the deceased that would satisfy a reasonable person.
- 6.4.6 An Employee requiring more than three days' bereavement leave in order to travel interstate or overseas in the event of a death of a person referred to in clause 6.4.1 or 6.4.2, 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 or leave without pay provided all accrued leave is exhausted.
- 6.4.7 Travelling time for Regional Employees
  - (a) Subject to prior approval from the Employer, an Employee entitled to bereavement leave and who as a result of such bereavement travels to a location within Western Australia that is more than 240 km from their workplace will be granted paid time off for the travel period undertaken in the Employee's ordinary working hours up to a maximum of 15 hours per bereavement. The Employer will not unreasonably withhold approval.
  - (b) The Employer may approve additional paid travel time within Western Australia where the Employee can demonstrate to the satisfaction of the Employer that more than two days travel time is warranted.
- 6.4.8 The provisions of sub-clauses 6.4.7 (a) and (b) applies as follows.
  - (a) An Employee employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a permanent Employee

for each full year of service and pro-rata for any residual portion of employment.

- (b) An Employee employed on a fixed term contract for a period less than 12 months shall be credited with the same entitlement on a pro-rata basis for the period of employment.
- (c) A part time Employee shall be entitled to the same entitlement as a full time Employee for the period of employment, but on a pro-rata basis according to the number of Ordinary Hours worked each fortnight.

## **6.5 Annual Leave**

- 6.5.1 Employees shall be entitled to 200 hours of annual leave per year after 12 months of continuous service, regardless of time spent acting or temporarily deployed under this Agreement.
- 6.5.2 Employees shall accrue annual leave as hours, accruing time on a pro rata weekly basis.
- 6.5.3 No deduction shall be made from annual leave for the period an Employee is off duty on paid personal leave. In the case of personal leave without pay whilst ill or injured for which a medical certificate has been provided, absences in excess of three months shall be deducted from qualifying service for annual leave.
- 6.5.4 Employees resuming from annual leave would not commence duty before an afternoon shift unless:
  - (a) agreed by the Employee; or
  - (b) there has been an intervening rostered day off.
- 6.5.5 Continuity of service and the accrual of leave will not be affected by an Employee taking annual leave.
- 6.5.6 Part time Employees.
  - (a) Part time Employees will be granted annual leave in the proportion that the number of Ordinary Hours worked bear to full time Employees.
  - (b) Part time Employees, who consistently worked a regular number of Ordinary Hours during the whole of their qualifying service, will continue to be paid on that basis during their leave.
  - (c) Part time Employees who worked a varying number of weekly hours during their qualifying service, will be paid on the basis of the average Ordinary Hours worked during their qualifying service:

- (d) For the purposes of this sub-clause ‘qualifying service’ means:
  - (i) the 52 weeks immediately prior to the taking of the annual leave; or
  - (ii) where the Employee has been employed in a part time capacity for less than 52 weeks, the period of part time employment.

6.5.7 Annual Leave Loading

- (a) Annual leave loading shall be paid on all annual leave taken in lieu of any other allowances and penalties.
- (b) For the avoidance of doubt, Employees shall not work overtime during a period of annual leave, and a rostered day off or public holiday on which an Employee undertakes an overtime shift is not a day on which they are absent from work on leave.
- (c) Where applicable, the annual leave loading calculated on the applicable Base rate of pay which will be paid to Employees will be whichever is the greater of:
  - (i) 20 per cent; or
  - (ii) the average penalties payable under the Operational Roster (including relevant shift and weekend penalty rates and excluding overtime) as agreed between the parties under paragraph 6.5.7(e).
- (d) The loading shall not exceed 5/4<sup>th</sup> of a rate equivalent to 17.5 per cent of four weeks’ salary of a General Division Level 8.1 Employee as per Schedule 2 – General Division Salaries of the *Public Sector CSA Agreement 2022* (or its replacement Agreement) as at 1 January in the calendar year in which the leave commences. The rates applicable until the end of calendar year 2022 are shown in the following table.

<b>Maximum Leave Loading for annual leave</b>	<b>Maximum</b>
Commencing on or after 1 January 2024	\$2,425.35
Commencing on or after 1 January 2025	TBA
Commencing on or after 1 January 2026	TBA

- (e) As part of the Consultation about any change to Operational Rosters there shall be an exchange of letters between the Employer and the Union agreeing the annual leave loading payable for the duration of this Agreement (or until any further change to the roster) to Employees whose substantive position is covered by that roster, based on the average of penalties earned under the Operational Roster and acknowledging that the annual leave loading cap figure

from time to time (as referred to in 6.5.6 d) will prevail where applicable. The annual leave loading agreed between the parties will be updated administratively during the life of this Agreement.

## **6.6 Long Service Leave**

6.6.1 An Employee shall be entitled to 13 weeks paid long service leave on the completion of 10 years continuous service and an additional 13 weeks paid long service leave for each subsequent period of seven years of continuous service completed by the Employee.

An Employee shall be able to access pro rata long service leave during the first accrual period any time after the completion of seven years continuous service.

6.6.2 Where a public holiday falls within an Employee's period of long service leave such a day shall be deemed to be a portion of the long service leave and no other payment or benefit shall apply.

6.6.3 Long service leave shall be paid at the Employee's Base rate of pay as prescribed in clause 4.1.

6.6.4 By agreement with the Employer, an Employee can access any portion of an accrued entitlement as follows:

- (a) 13 weeks on full pay;
- (b) 26 weeks on half pay; or
- (c) 6.5 weeks on double pay.

6.6.5 Long service leave can be taken in periods of one day or more.

6.6.6 An Employee will only be entitled to pro rata long service leave if their employment is terminated:

- (a) by the Employer for other than disciplinary reasons;
- (b) due to the retirement of the Employee on the grounds of ill health;
- (c) due to the death of the Employee, in which case the payment would be made to the Employee's estate;
- (d) due to Employee's retirement at the age of 55 years or over, provided 12 months continuous service has been completed prior to the day from which the retirement takes effect;
- (e) for the purpose of entering an In Vitro Fertilisation Program, provided the Employee has completed three years' service and produces written

confirmation from an appropriate medical authority of the dates of involvement in the program; or

- (f) due to Employee's resignation for pregnancy, provided the Employee has completed more than three years and produces certification of such pregnancy and the expected date of birth from a legally qualified medical practitioner.
- 6.6.7 Except as provided under sub clause 6.6.6, an Employee who resigns from their employment with between seven and 10 years of service has no entitlement to pro rata long service leave on termination.
- 6.6.8 Employees within seven years of their preservation age under Western Australian Government superannuation arrangements, may by agreement with the Employer, choose to access pro rata long service leave at the rate of 9.28 days per completed 12-month period of continuous service for full time Employees.
- 6.6.9 Employees entitled to pro rata long service leave under sub clauses 6.6.1 or 6.6.8 are entitled to take the leave in periods of one day or more.
- 6.6.10 For the purposes of determining long service leave entitlement, the expression "continuous service" includes any period during which the Employee is absent on paid leave but does not include any period exceeding two continuous weeks during which the Employee is absent on any form of leave without pay.
- 6.6.11 Continuity of service shall not be broken by the absence of the Employee on any form of approved paid leave or by the standing down of an Employee under the terms of this Agreement.

## **6.7 Cultural and Ceremonial Leave**

- 6.7.1 Cultural/ceremonial leave shall be available to all Employees.
- 6.7.2 Such leave shall include leave to meet the Employee's customs, traditional law and to participate in cultural and ceremonial activities.
- 6.7.3 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.
- 6.7.4 The Employer will assess each application for ceremonial/cultural leave on its merits and give consideration to the personal circumstances of the Employee seeking the leave.
- 6.7.5 The Employer may request reasonable evidence of the legitimate need for the Employee to be allowed time off.



- 6.7.6 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 (where applicable);
  - (b) the Employee's accrued long service leave entitlements, but in full days only; or
  - (c) accrued days off or time in lieu.
- 6.7.7 Time off without pay may be granted by arrangement between the Employer and the Employee for cultural/ceremonial purposes.

## **6.8 Blood/Plasma Donors Leave**

- 6.8.1 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 days' notice has been provided; or
  - (b) the Employee is called upon by the Red Cross Blood Centre.
- 6.8.2 The notification period shall be waived or reduced where the line manager is satisfied that operations would not be unduly affected by an Employee's absence.
- 6.8.3 Employees shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.
- 6.8.4 Employees shall be entitled to two hours of paid leave per donation for the purpose of donating blood or plasma to the Red Cross Blood Centre.

## **6.9 Witness and Jury Service**

### **Witness Service**

- 6.9.1 An Employee subpoenaed or called as a witness to give evidence in any proceeding shall:
- (a) notify the Employer as soon as practicable; and
  - (b) provide to the Employer on request evidence that would satisfy a reasonable person of any entitlement claimed in relation to giving that evidence under this provision.

- 6.9.2 Where an Employee is subpoenaed or called as a witness to give evidence in an official capacity, that Employee shall be granted by the Employer leave of absence with pay, but only for such period as is required to enable the Employee to carry out duties related to being a witness. If the Employee is on any form of paid leave, the leave involved in being a witness will be reinstated. If the Employee is on a rostered day off and has complied with paragraph 6.9.1, the Employer shall on request roster an alternative rostered day off. The Employee is not entitled to accept any witness fee.
- 6.9.3 An Employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or traveling expenses, as soon as practicable after the default notify the Employer.
- 6.9.4 An Employee subpoenaed or called as a witness on behalf of the Crown not in an official capacity shall be granted leave with full pay entitlements. If the Employee is on any form of paid leave, this leave shall not be reinstated as such witness service is deemed to be part of the Employee's civic duty. The Employee is not entitled to accept any witness fee.
- 6.9.5 An Employee subpoenaed or called as a witness under any other circumstances other than specified in subclasses 6.9.2 and 6.9.4 shall be granted leave of absence without pay except when the Employee makes an application to clear accrued leave in accordance with the provisions of this Agreement.

**Jury Service**

- 6.9.6 An Employee required to serve on a jury shall, as soon as practicable after being summonsed to serve, notify their supervisor or manager.
- 6.9.7 An Employee required to serve on a jury shall be granted paid leave of absence by the Employer, but only for such period as is required to enable the Employee to carry out duties as a juror.
- 6.9.8 The parties acknowledge that as at the date of registration of this Agreement the Employer is required under the *Juries Act 1957 (WA)* to pay an Employee the earnings that the Employee could reasonably expect to have been paid while doing jury service. Where an Employee would otherwise have been allocated to relief work while doing jury service, payment of the Base rate of pay plus a twenty per cent (20%) loading will reflect the Employee's reasonable expectation of payment during that period.
- 6.9.9 An Employee granted leave of absence as prescribed in sub-clause 6.9.7 is not entitled to retain any juror's fees.

## **6.10 Parental Leave**

### **Preliminary**

6.10.1 This clause replaces the maternity, other parent, adoption, other parent and partner leave provisions in the predecessor agreement.

6.10.2 Terms used in this clause —

- (a) “adoption” includes the making of a parentage order under the *Surrogacy Act 2008* (WA);
- (b) “comparable position” means a position with equivalent classification level, pay, conditions and status as an Employee’s position and that is commensurate with their skills and abilities;
- (c) “concurrent leave” means unpaid parental leave taken by an Employee under sub clause 6.10.6(d);
- (d) “flexible parental leave” means unpaid parental leave taken by an Employee under sub clause 6.10.18;
- (e) “parental leave” means leave to which an Employee is entitled under sub clauses 6.10.4 to 6.10.20;
- (f) “partner” means a person who is a spouse or de facto partner;
- (g) “partner leave” means leave to which an Employee is entitled under sub clauses 6.10.28 to 6.10.30;
- (h) “primary care giver of a child” means the person who is primarily responsible for the care and supervision, including day-to-day care and supervision, of the child;

6.10.3 Employees to whom this clause applies

- (a) This clause applies to —
  - (i) permanent Employees; and
  - (ii) fixed term contract Employees; and
  - (iii) eligible casual employees, whether employed on a full-time or part-time basis.
- (b) For the purposes of this clause, an eligible casual employee is an employee —
  - (i) who has been employed in the public sector on a regular and systematic basis over a period of at least 12 months (or over a sequence of periods

of a combined length of at least 12 months if any break in employment was on the Employer's initiative and did not exceed 3 months); and

- (ii) who has a reasonable expectation (but for becoming a parent) of continuing employment on a regular and systematic basis.

## **Parental Leave**

### 6.10.4 Nature of parental leave

- (a) Parental leave is leave taken by —
  - (i) a pregnant Employee in connection with the pregnancy and birth of a child; or an Employee following the birth or adoption of a child for whom they are the primary care giver.
- (b) It does not matter whether the primary care giver is a parent of the child or another person.
- (c) Only one parent or other person can be the primary care giver of a child during any one particular period of time.
- (d) If different public sector employees are the primary care giver of a child during different periods of time, their entitlement to paid or unpaid parental leave under this clause or under any other public sector industrial instrument can be shared, but the total period of their combined entitlement to paid parental leave is limited to the paid parental leave entitlement of a single employee.
- (e) If an Employee is no longer the primary care giver of the child following the birth, their entitlement to any further parental leave in connection with the child ends, unless —
  - (i) the Employee is entitled to remain on unpaid parental leave because they share responsibility for the care and supervision of their child or their partner's biological child under sub clause 6.10.6 – Special unpaid parental leave entitlements for employees who share responsibility for care and supervision of child; or
  - (ii) the Employee is entitled to remain on parental leave under sub clause 6.10.12 – Parental leave where pregnancy ends without birth of living child, the child dies or the child or employee hospitalised.
- (f) An Employee who commences parental leave does not have a separate entitlement to unpaid parental leave under sub clause 6.10.6 if they stop being the primary care giver of their child or their partner's biological child but continue to share the responsibility for the child's care with their partner or another person.

6.10.5 Period of parental leave to which eligible employee entitled

- (a) An eligible Employee is entitled to 52 weeks of parental leave.
- (b) The 52 weeks of parental leave comprises 14 weeks of paid leave and 38 weeks of unpaid leave, except as provided by sub clause 6.10.5(c).
- (c) The 52 weeks of parental leave comprises only unpaid leave in the case of —
  - (i) an eligible casual employee; or
  - (ii) any other Employee who has not completed the minimum period of service required by sub clause 6.10.7 for paid leave.
- (d) The period of paid parental leave to which an Employee is entitled can be extended by the Employee electing to take double the amount of leave on half-pay.
- (e) An Employee has only a single entitlement, and not separate entitlements, to parental leave for children of a multiple birth or adoption.
- (f) Parental leave for a fixed term contract Employee cannot extend beyond the term of the contract.
- (g) Any public holiday that falls during parental leave is counted as part of that leave and does not extend the period of parental leave.
- (h) An Employee who is on parental leave is not entitled to any days in lieu of public service holidays.

6.10.6 Special unpaid parental leave entitlements for employees who share responsibility for care and supervision of child

- (a) An Employee who shares responsibility with their partner or another person for the care and supervision of their child or their partner's biological child has the same entitlement to unpaid parental leave under this clause as an Employee who is the primary care giver for the child.
- (b) An Employee who commences unpaid parental leave under this clause does not have a separate entitlement to paid or unpaid parental leave if they become the primary care giver of their child or their partner's biological child.
- (c) It does not matter whether or not the other person with whom the Employee shares responsibility for the care and supervision of the child is —
  - (i) an Employee to whom this clause applies; or
  - (ii) the primary care giver for the child.
- (d) Concurrent leave

- (i) If an Employee who shares responsibility for the care and supervision of a child takes unpaid parental leave under this clause, they can take unpaid parental leave during the same time that their partner takes unpaid parental leave (concurrent leave).
- (ii) The concurrent leave —
  - must not be longer than 8 weeks in total; and
  - may be taken in separate periods but, unless the Employer agrees, each period must not be shorter than 2 weeks.

#### 6.10.7 Minimum period of service to be eligible for paid parental leave

- (a) An Employee is only entitled to a period of paid parental leave if, on the day parental leave commences, the Employee has completed at least 12 months of continuous service in the public sector immediately preceding the parental leave, whether on a full-time or part-time basis.
- (b) For the purposes of this clause, continuous service includes any period of authorised paid leave or authorised unpaid leave not exceeding 14 days. However, continuous service includes personal leave without pay whilst ill or injured not exceeding three months in accordance with sub clause 6.3 – Personal Leave clause.
- (c) For the purposes of this clause, continuous service includes a period of service as an eligible casual employee if —
  - (i) the eligible casual employee has become a permanent or fixed term contract employee with the Employer; and
  - (ii) any break between service as an eligible casual employee and service as a permanent or fixed term contract employee does not exceed three months.
- (d) An Employee who takes parental leave is not required to resume work for the purposes of taking parental leave in connection with any subsequent pregnancy or birth or adoption of a child.
- (e) An Employee on leave without pay unrelated to parental leave is required to resume work before taking paid parental leave.

#### 6.10.8 Taking Parental Leave

- (a) An Employee must take parental leave in one continuous period, except as otherwise provided by this clause.
- (b) The period of parental leave may be interrupted by the following —

- (i) any period during which the Employee substitutes other paid leave or time off as referred to in sub clause 6.10.15 – Interaction with other leave entitlements;
  - (ii) any period during which the Employee engages in special parental leave employment as referred to in sub clause 6.10.17;
  - (iii) any period between periods of flexible parental leave taken by the Employee;
  - (iv) any period between separate periods of concurrent leave taken by the Employee;
  - (v) any period during which the Employee does not take parental leave as referred to in sub clause 6.10.12 because the child is hospitalised after birth.
- (c) An Employee may, at any time but subject to the notice requirements of sub clause 6.10.9 —
- (i) cancel or delay the commencement of their proposed parental leave; or
  - (ii) shorten their period of parental leave; or
  - (iii) extend their period of parental leave up to the maximum period of leave to which they are entitled.
- (d) If an Employee takes less than the maximum period of parental leave to which they are entitled, the unused balance of leave cannot be banked or preserved in any way.

#### 6.10.9 Employee required to give notice of parental leave

- (a) An Employee who intends to take parental leave must give at least eight weeks' written notice of —
  - (i) the date on which the Employee proposes to commence the leave; and
  - (ii) the period of leave proposed to be taken.
- (b) An Employee who intends to change or cancel their parental leave must give at least four weeks' written notice of the change or cancellation.
- (c) However, an Employee is not required to give notice of the cancellation of proposed parental leave because the pregnancy ends without the birth of a living child, or the child dies.
- (d) An Employee who fails to give the required period of notice does not contravene this clause if it was not reasonably practicable for the Employee to

comply because of an early birth or placement for adoption or because of other compelling circumstances.

- (e) An Employee who has given notice of proposed parental leave is required to give their Employer before proceeding on leave, reasonable evidence detailing
  - (i) in the case of a pregnant Employee – the expected date of birth (including by the provision of a medical certificate); or
  - (ii) in any other case – the relationship the Employee has with the child and the Employee’s responsibility for the care of the child.

#### 6.10.10 Commencement of parental leave

- (a) The period of parental leave of a pregnant Employee in connection with the pregnancy can commence up to six weeks before the expected date of birth of the child, but not later than the birth of the child.
- (b) However, the period of unpaid parental leave of the pregnant Employee can commence on an earlier date before the birth of the child with the agreement of the Employer and Employee.
- (c) The period of parental leave of any other Employee can commence at any time on or after:
  - (i) the day the Employee becomes the primary care giver of the child; or
  - (ii) for the purposes of sub clause 6.10.6 – Special unpaid parental leave entitlements for employees who share a responsibility for care and supervision of a child – the day the Employee begins to share the responsibility with their partner or another person for the care and supervision of their child or their partner’s biological child.

#### 6.10.11 Conclusion of paid parental leave

- (a) The period of paid parental leave must conclude within the period of twelve months after the birth or date of placement for adoption.
- (b) The Employer can, in exceptional circumstances, allow an Employee to take paid parental leave after that twelve months’ period.
- (c) The Employer can require the Employee to provide reasonable evidence that the circumstances justify the Employee taking paid parental leave after that twelve months’ period.

#### 6.10.12 Parental leave where pregnancy ends without birth of living child, the child dies, or the child or employee is hospitalised.



- (a) A pregnant Employee remains entitled to paid parental leave if the pregnancy ends without the birth of a living child within twenty weeks before the expected date of birth.
- (b) A pregnant Employee is entitled to remain on paid parental leave if —
  - (i) the child dies or is hospitalised following the birth; or
  - (ii) the Employee is incapacitated as a result of the birth.
- (c) An Employee is not entitled to paid parental leave in those circumstances for any period that the Employee has taken paid personal leave.
- (d) If a pregnancy ends without the birth of a living child within twenty weeks before the expected date of birth, an Employee who would have been entitled under this clause to unpaid parental leave if the child had been born alive remains entitled to that unpaid parental leave except when the entitlement would have derived from an adoption.
- (e) An Employee who has commenced parental leave can return to work by providing at least four weeks' written notice of their return to work if:
  - (i) the child dies; or
  - (ii) the pregnancy ends without the birth of a living child within twenty weeks before the expected date of birth.
- (f) If an Employee has commenced parental leave and the child is hospitalised immediately following the birth, the Employee can agree with their Employer not to take parental leave for a period while the child remains in hospital (the permitted work period).
- (g) Only one permitted work period can be agreed and it ends at the earliest of the following:
  - (i) the time agreed by the Employee and Employer;
  - (ii) the end of the day of the child's first discharge from hospital after birth;
  - (iii) if the child dies before being discharged – the end of the day the child dies.
- (h) The Employer can require the Employee to provide reasonable evidence that the child has been hospitalised following the birth and that the Employee is fit for work (including by the provision of a medical certificate).

#### 6.10.13 Provisions relating to payment of paid parental leave

- (a) An Employee entitled to paid parental leave is to be paid according to their ordinary working hours at the commencement of parental leave.

- (b) In the case of a part-time Employee, the Employee is to be paid according to the average hours worked over the period of twelve months immediately preceding the commencement of parental leave if those average hours exceed ordinary working hours at the commencement of parental leave.
- (c) An Employee can elect to be paid in advance for paid parental leave or elect to be paid on a fortnightly basis during that leave.
- (d) Allowances or penalties for shift or weekend work are not payable during paid parental leave.
- (e) An Employee who was in receipt of higher duties allowances for a continuous period of twelve months immediately preceding the commencement of parental leave is to continue to be paid the higher duties allowances during the first four weeks of paid parental leave. If the Employee has elected to take parental leave on half-pay, the higher duties allowances are payable at the full rate for those first four weeks of paid leave only.
- (f) If the employment of an Employee who is being paid parental leave on half-pay is terminated through no fault of the Employee, the Employee is to be paid out any period of unused paid parental leave that is equivalent to the period of leave the Employee would have accessed had they been on parental leave on full pay when their employment was terminated.
- (g) An Employee who takes a subsequent period of paid parental leave without returning to work is to be paid on the basis of their employment when they commenced the original period of paid parental leave and is not affected by any intervening period of special parental leave employment under sub clause 6.10.17.
- (h) For the purposes of determining the amount of paid parental leave of an Employee to whom sub clause 6.10.22 applied, the ordinary working hours of the Employee are the ordinary working hours before the modification of or absence from work under that clause.

#### 6.10.14 Extension of period of parental leave

- (a) An Employee can apply to extend their parental leave by up to two years of unpaid leave after the end of the period of parental leave to which they are entitled under this clause.
- (b) The period of extended leave is a period of parental leave for the purposes of this clause.
- (c) Parental leave can only be extended after the Employee has exhausted all other available paid leave entitlements.

- (d) The Employer must agree to an application for the extension of parental leave unless the Employer has reasonable grounds to believe that agreeing to the application would have an adverse impact on the conduct of the Employer's business or operations.
- (e) Before a refusal under sub clause 6.10.14(d) the Employer must give the Employee a reasonable opportunity to discuss the application.
- (f) The Employer must, as soon as practicable but not later than twenty-one days after an application for the extension of parental leave is made, give the Employee written notice of —
  - (i) the decision of the Employer to agree to or refuse the application; and
  - (ii) if the application is refused - the reasons for the refusal.
- (g) An Employee who believes that their application for the extension of parental leave has been unreasonably refused may seek to enforce it as a minimum condition of employment and, in that case, the Employer has the onus of demonstrating that the refusal was justified in the circumstances.

#### 6.10.15 Interaction with other leave entitlements

- (a) An Employee entitled to unpaid parental leave may take any of the following to which the employee is entitled instead of any part of that parental leave —
  - (i) accrued annual leave;
  - (ii) accrued long service leave;
  - (iii) accrued days in lieu;
- (b) The period of any such substituted leave or time off —
  - (i) forms part of the period of unpaid parental leave otherwise authorised by this clause and does not extend the period of parental leave; but
  - (ii) is treated as paid leave and not unpaid parental leave for the purposes of sub clause 6.10.20 – Effect of parental leave on contract of employment.
- (c) An Employee is not entitled to personal leave during any period of paid or unpaid parental leave.

#### 6.10.16 Communication during parental leave

- (a) The Employer must take all reasonable steps to inform an Employee who is on parental leave of any decision that significantly affects the status, responsibility level, pay or work location of the Employee and give the Employee an opportunity to discuss the effect of the decision on the Employee's position.

- (b) An Employee on parental leave must notify the Employer of any change in their contact details that might affect the Employer’s capacity to comply with this clause.

#### 6.10.17 Employment during unpaid parental leave

- (a) In this clause —
  - (i) “keeping in touch day” has the same meaning it has in the *Fair Work Act 2009* (Cth) section 79A;
  - (ii) “special parental leave employment” means employment of an Employee on unpaid parental leave that is of an intermittent nature or for a limited specified period (special temporary employment).
- (b) Despite anything to the contrary in this clause, an Employee on unpaid parental leave can be employed by their Employer in special parental leave employment during that unpaid parental leave if both parties agree in writing to that employment.
- (c) Without limiting this clause, any such parental leave employment can be employment for the purposes of a keeping in touch day.
- (d) The following applies to engagement in special parental leave employment—
  - (i) an Employee can only engage in special parental leave employment during a period of unpaid parental leave that is not substituted with paid leave under sub clause 6.10.15;
  - (ii) in the case of special temporary employment – an Employee can only be employed in connection with their substantive position;
  - (iii) the period of service in special parental leave employment does not break an Employee’s continuity of service or change the Employee’s status in regard to their substantive employment;
  - (iv) in the case of special temporary employment - the period of special parental leave employment counts as qualifying service for all purposes under this Agreement.
- (e) The following applies to the effect of special parental leave employment on unpaid parental leave —
  - (i) the period of special parental leave employment is taken to be part of the Employee’s original period of unpaid parental leave;
  - (ii) an Employee who immediately resumes unpaid parental leave following a period of special parental leave employment is entitled to extend their period of unpaid parental leave by the period of that special parental

leave employment (subject to giving the Employer at least four weeks' written notice of the new date on which they intend to complete parental leave and return to work);

- (iii) an Employee who does not immediately resume unpaid parental leave following a period of special parental leave employment cannot preserve the unused portion of leave for use at a later date.

#### 6.10.18 Flexible unpaid parental leave

- (a) An Employee may take up to thirty days of their entitlement to unpaid parental leave in separate periods of one or more days each as follows (“flexible parental leave”) —
  - (i) the flexible parental leave may only be taken within the period of twenty-four months after the birth or date of placement for adoption of the child;
  - (ii) the flexible parental leave may be taken after the Employee takes other parental leave in connection with the same child.
- (b) However, further unpaid parental leave (including any extension of unpaid parental leave under sub clause 6.10.14) cannot be taken by an Employee after any flexible parental leave is taken by the Employee in connection with the same child.
- (c) If an Employee takes flexible parental leave, the maximum period of parental leave to which the Employee is entitled under this clause is calculated on the basis that the Employee takes all the flexible parental leave days in a single continuous period (on the assumption that the employee works each day that is not a Saturday or Sunday and there are no public holidays during that period).

#### 6.10.19 Return to work on conclusion of parental leave

- (a) An Employee who returns to work at the end of their parental leave is entitled to be employed in —
  - (i) the same position as the substantive position they held—
    - immediately before proceeding on parental leave; or
    - immediately before any modification of or absence from work under sub clause 6.10.22; or
  - (ii) a comparable position.
- (b) An Employee who returns to work at the end of parental leave can work on a basis modified from the basis on which they worked immediately before proceeding on parental leave. The modified basis can be part-time work, work

on a job-share basis, work on different days or at different times (or both) or work on fewer days or for fewer hours (or both).

- (c) An Employee who returns to work on a modified basis can be subsequently required by the Employer to resume work on the same basis as they worked immediately before proceeding on parental leave. Any such requirement can only be made if —
  - (i) the Employer has reasonable grounds to believe that the continuation of work on that modified basis would have an adverse impact on the conduct of the Employer's business or operations; or
  - (ii) the child has reached the compulsory education period under section 6 of the *School Education Act 1999* (WA).
- (d) An Employee who returns to work on a modified basis can subsequently apply to the Employer to resume work on the same basis as they worked immediately before proceeding on parental leave. Any such application must be made in writing at least four weeks before the Employee wishes to resume work on that same basis.
- (e) The Employer must agree to any such application to resume work on the former basis, unless the Employer has reasonable grounds to believe that agreeing to the application would have an adverse impact on the conduct of the Employer's business or operations.
- (f) The Employer must give an Employee written notice of the refusal of an application to resume work on the former basis and of the reasons for that refusal, within twenty-one calendar days of an application being received.
- (g) An Employee who believes that their application to resume work on the former basis has been unreasonably refused can seek to enforce it as a minimum condition of employment and in that case the Employer has the onus of demonstrating that the refusal was justified in the circumstances.

#### 6.10.20 Effect of parental leave on contract of employment

- (a) Paid parental leave counts as qualifying service for all purposes under this Agreement.
- (b) The qualifying service is to be calculated according to the number of weeks of paid parental leave taken at full pay (or the number of weeks that would have been taken if the parental leave had not been taken at half pay).
- (c) Employees who take paid parental leave on half pay do not accrue agreement entitlements beyond those that would have accrued had they taken the leave at full pay.

- (d) Absence on unpaid parental leave does not break the continuity of service of the Employee.
- (e) In calculating a period of service for any purpose under this Agreement, any single continuous period of unpaid parental leave —
  - (i) is not to be taken into account if it exceeds fourteen calendar days; and
  - (ii) is to be taken into account if it does not exceed fourteen calendar days.
- (f) An Employee on parental leave can terminate their employment at any time in accordance with sub clause 2.10– Notice of this Agreement.
- (g) An Employer cannot terminate the employment of an Employee on the ground that the Employee has applied for parental leave or of their absence on parental leave, but otherwise any right of the Employer to terminate employment is not affected by this clause.

**Special provisions relating to pregnant employees**

6.10.21 Fitness for work in current position

- (a) If the Employer has reason to believe that the continued performance of duties by a pregnant Employee is a danger to the Employee, fellow Employees or the public, the Employer can require the Employee to provide a certificate from a medical practitioner stating that the pregnant Employee is fit for work in their current position for a period stated in the certificate.
- (b) The Employer is required to pay for any examination by a medical practitioner for the purposes of issuing such a certificate.

6.10.22 Modification of duties and transfer to safe job

- (a) A pregnant Employee can work on a part-time basis in accordance with this Agreement during any one or more periods if the Employee provides the Employer with a certificate from a medical practitioner stating that part-time work is, because of the pregnancy, necessary or preferable.
- (b) The work on a part-time basis must be —
  - (i) work in the Employee’s current position or in a comparable position; and
  - (ii) on terms that are recorded in writing and in accordance with this Agreement.
- (c) Unless otherwise agreed with the Employer, a pregnant Employee must give at least four (4) weeks’ written notice to the Employer of their intention to seek a variation in the terms of their part-time work or to revert to employment on a full-time basis.

- (d) If a pregnant Employee is fit for work but it is inadvisable for the Employee to continue to perform the duties of their current position for any particular period (the risk period) because of illness or risks arising from the pregnancy or because of hazards connected with their current position, the Employer must, during that period -
  - (i) modify the duties of the Employee; or
  - (ii) transfer the Employee to a safe job in a comparable position (including a position with a different number of ordinary hours agreed to by the employee).
- (e) The Employer can require the pregnant Employee to provide a certificate from a medical practitioner or other reasonable evidence that it is inadvisable for the Employee to continue to perform the duties of their current position.
- (f) If the Employer considers that it is not reasonably practicable to modify the duties of the pregnant Employee or transfer the pregnant Employee to a safe job
  - (i) the Employee is entitled to be absent from work during the risk period; and
  - (ii) the Employee is entitled to be paid the amount they would have reasonably expected to have been paid if they had worked during the risk period; and
  - (iii) the Employee's leave entitlements are not affected by the absence from work.
- (g) Any such entitlement to be absent from work extends to an eligible casual employee.
- (h) Any such entitlement to be absent from work ends at the earliest of the following —
  - (i) the end of the risk period stated in the medical certificate or other reasonable evidence provided by the Employee;
  - (ii) the end of the day on which the pregnancy ends (whether with or without the birth of a living child).

#### 6.10.23 Unpaid special pregnancy leave

- (a) A pregnant Employee is entitled to unpaid leave (“unpaid special pregnancy leave”) during any period that the Employee is not fit for work because —
  - (i) the Employee has a pregnancy related illness; or



- (ii) the pregnancy ends without the birth of a living child within twenty-eight weeks before the expected date of birth.
- (b) In any such case of unfitness for work, the pregnant Employee can take any personal leave to which they are entitled instead of unpaid special pregnancy leave.
- (c) A pregnant Employee must give the Employer notice of the taking of unpaid special pregnancy leave. The notice
  - (i) must be given as soon as practicable (whether before or after the commencement of the leave); and
  - (ii) must advise the Employer of the period or expected period of the leave.
- (d) The Employer can require the pregnant Employee to provide reasonable evidence that the Employee has become entitled under this clause to unpaid special pregnancy leave (including by the provision of a medical certificate).
- (e) The entitlement of a pregnant Employee to parental leave under this clause is not reduced by any period of unpaid special pregnancy leave taken by the employee while pregnant.
- (f) Special pregnancy leave is not required to be taken in a continuous period with parental leave.
- (g) Sub clause 6.10.20 – Effect of parental leave on the contract of employment applies to unpaid special pregnancy leave in the same way as it applies to parental leave, with any necessary modifications.

### **Special provisions relating to adoption**

#### **6.10.24 Date of placement of child**

- (a) For the purposes of the provisions of this clause relating to parental leave following the adoption of a child by an Employee, the date of placement of a child for adoption means the earlier of the following —
  - (i) the date on which the Employee first takes custody of the child for adoption;
  - (ii) the date on which the Employee starts any travel that is reasonably necessary to take custody of the child for adoption.

#### **6.10.25 Age of adopted children**

- (a) An Employee is not entitled to parental leave in connection with the adoption of a child unless —

- (i) the child is (or will be) under sixteen years of age as at the date or expected date of placement of the child for adoption; and
- (ii) the child has not (or will not have) lived with the Employee continuously for a period of six months or more as at the date or expected date of placement of the child for adoption; and
- (iii) the child is not (otherwise than because of the adoption) a child or stepchild of the Employee or the Employee's partner.

#### 6.10.26 Additional unpaid leave in connection with adoption

- (a) An Employee seeking to adopt a child is entitled to two days' unpaid leave to attend interviews or examinations required as part of the procedure for adoption.
- (b) If the Employee works or resides outside the Perth metropolitan area, the Employee is entitled to an additional day's unpaid leave for that purpose.
- (c) The Employee can take any accrued paid leave to which the Employee is entitled for that purpose instead of unpaid leave under this clause.

#### 6.10.27 Termination of parental leave if adoption does not proceed

- (a) If a proposed adoption for which parental leave has been granted does not proceed, the parental leave is then terminated.
- (b) The Employee can take any other leave to which they are entitled instead of the terminated parental leave or return to work.

### **Partner Leave**

#### 6.10.28 Entitlement to partner leave

- (a) An Employee is entitled to partner leave while not on parental leave in connection with the birth of a child to, or the adoption of an eligible adoptive child by, the Employee or the Employee's partner.
- (b) An eligible adoptive child is a child —
  - (i) who is under the age of sixteen years; and
  - (ii) who has not lived continuously with the Employee for six months or longer; and
  - (iii) who is not (otherwise than because of the adoption) the child or stepchild of the Employee or the Employee's partner.
- (c) Partner leave must be taken immediately following the birth or placement of the child for adoption.

- (d) Partner leave is to be taken (subject to available credits) as any combination of the following —
  - (i) paid personal leave;
  - (ii) paid annual or long service leave;
  - (iii) paid accrued time off in lieu of public holidays;
  - (iv) unpaid leave.
- (e) However, an eligible casual employee can only take partner leave as unpaid leave.

#### 6.10.29 Period of partner leave to which eligible Employee entitled

- (a) An eligible Employee is entitled to one week of partner leave.
- (b) An eligible Employee is entitled to apply to the Employer for an extension of their partner leave.
- (c) The period of any extension of partner leave is to be taken as unpaid leave.
- (d) The total period of partner leave and any extension of that leave cannot exceed eight weeks.
- (e) An extension of partner leave can be taken in separate periods of at least two weeks or, with the agreement of the Employer, of a shorter period.
- (f) The period of any extension of partner leave must conclude within the period of twelve months after the birth or date of placement for adoption of the child concerned.
- (g) The Employer must agree to an application for an extension of partner leave, unless the Employer has reasonable grounds to believe that granting the leave would have an adverse impact on the conduct of the Employer's business or operations.
- (h) The Employer must give an Employee written notice of the refusal of an application for the extension of partner leave and of the reasons for that refusal.
- (i) An Employee who believes that their application for an extension of partner leave has been unreasonably refused may seek to enforce it as a minimum condition of employment and in that case the Employer has the onus of demonstrating that the refusal was justified in the circumstances.
- (j) An Employee has only a single entitlement, and not separate entitlements, to partner leave for children of a multiple birth or adoption.

#### 6.10.30 Miscellaneous provisions relating to partner leave

- (a) An Employee who intends to take partner leave is required to give at least four weeks' written notice of —
  - (i) the date on which the Employee proposes to commence the leave; and
  - (ii) the period of leave proposed to be taken.
- (b) An Employee who has given notice of proposed partner leave is required to give their Employer before proceeding on leave —
  - (i) in the case of a pregnancy – a certificate from a medical practitioner confirming the pregnancy and the expected date of birth; or
  - (ii) in the case of a proposed adoption – a statement of the expected date of placement of the child for adoption.
- (c) Partner leave taken by an Employee does not affect any entitlement the Employee or their partner can have to parental leave. However, partner leave that is taken by an Employee as unpaid leave counts as part of the parental leave entitlement of the Employee in connection with the birth or adoption of the child concerned.
- (d) Any public holiday that falls during partner leave is counted as part of that leave and does not extend the period of partner leave.
- (e) The taking of partner leave as personal leave does not affect an Employee's entitlement to take more than a week's personal leave for any purpose for which personal leave can be taken.
- (f) An Employee is not entitled to paid personal leave while on unpaid partner leave.
- (g) Sub clause 6.10.20 – Effect of parental leave on the contract of employment, applies to partner leave in the same way as it applies to parental leave, with any necessary modification.

#### **Grandparental Leave**

##### 6.10.31 Entitlement to grandparental leave

- (a) An eligible grandparent is entitled to grandparental leave following the birth or adoption of a grandchild of the Employee.
- (b) An eligible grandparent is an Employee who —
  - (i) is primarily responsible for the care and supervision of their grandchild on a part time basis; and

- (ii) provides that care and supervision during what would be the Employee's ordinary hours of work (but for the Employee providing care to their grandchild).
- (c) An Employee is not entitled to grandparental leave in connection with the adoption of a grandchild unless —
  - (i) the grandchild is under the age of five years; and
  - (ii) the grandchild has not lived continuously with the adoptive parents for six months or longer; and
- (d) the grandchild is not (otherwise than because of the adoption) the grandchild or grand stepchild of the Employee.
- (e) An Employee has only a single entitlement, and not separate entitlements, to grandparental leave for grandchildren of a multiple birth or adoption.
- (f) An Employee is not entitled to grandparental leave if they —
  - (i) are a casual employee (including an eligible casual employee); or
  - (ii) have taken or are on parental leave in connection with the birth or adoption of the same grandchild of the Employee.

#### 6.10.32 Period of grandparental leave to which eligible Employee entitled

- (a) An eligible grandparent is entitled to fifty-two weeks of unpaid grandparental leave.
- (b) The period of grandparental leave
  - (i) can commence any time within twenty-four months after the birth or date of placement for adoption of the Employee's grandchild; and
  - (ii) must conclude within the period of twelve months after the commencement of grandparental leave.
- (c) With the agreement of the Employer, an Employee can take grandparental leave on a part time basis, provided they are primarily responsible for the care and supervision of their grandchild on those days the leave is taken.
- (d) If an Employee takes less than the maximum period of grandparental leave to which they are entitled, the unused balance of leave cannot be banked or preserved in any way.

#### 6.10.33 Miscellaneous provisions relating to grandparental leave

- (a) An Employee who intends to take grandparental leave is required to give their employer at least four weeks' written notice of —

- (i) the date on which the Employee proposes to commence the leave; and
  - (ii) the period of leave proposed to be taken.
- (b) The employer can waive the notice period in exceptional circumstances.
  - (c) The Employer can require an Employee who has given notice of proposed grandparental leave to provide reasonable evidence that the Employee is entitled to grandparental leave.
  - (d) Sub clause 6.10.16 – Communication during parental leave and sub clause 6.10.20 – Effect of parental leave on the contract of employment, apply to grandparental leave in the same way as they apply to parental leave, with any necessary modifications.

## **6.11 Superannuation on Unpaid Parental Leave**

6.11.1 In this clause, “unpaid parental leave” means:

- (a) unpaid parental leave under sub clause 6.10.4 – Nature of parental leave or unpaid special pregnancy leave under sub clause 6.10.23 – Unpaid special pregnancy leave.

6.11.2 An Employee or eligible casual Employee who is entitled to unpaid parental leave is entitled to have superannuation contributions made in respect of the period of unpaid parental leave taken to a maximum of 24 weeks.

6.11.3 Superannuation contributions made under this clause will be calculated:

- (a) in respect of the period of unpaid parental leave taken or 24 weeks; whichever is lesser;
- (b) based on the amount that would have been paid to the Employee had they taken paid parental leave for that period and in accordance with the following:
  - (i) for full time Employees – the ordinary working hours at the time of commencement of parental leave;
  - (ii) for part time Employees – an average of the hours worked by the Employee over the preceding 12 months; or their ordinary working hours at the time of commencement of parental leave, whichever is greater; or
  - (iii) for eligible casual Employees – an average of the hours worked by the eligible casual Employee over the preceding 12 months;

exclusive of shift and weekend penalties.

6.11.4 Superannuation contributions will be paid:

- (a) to the Employee's superannuation fund in respect of which superannuation contributions for that Employee are made; and
- (b) at the time that the period of unpaid parental leave in respect of which the contributions are payable concludes.

6.11.5 Superannuation contributions will be made in accordance with the *State Superannuation Act 2000* (WA) and the *State Superannuation Regulations 2001* (WA).

## **6.12 Foster Carers Leave**

6.12.1 Foster and short-term carer's leave is available to an Employee who is a registered foster carer in the state of Western Australia, to enable them to attend to the care of a child in an emergency or other out of home care placement. Foster carer includes kinship arrangements and respite care that has not been determined to be permanent.

6.12.2 A permanent Employee, fixed term contract Employee or casual Employee has access to three paid days of non-cumulative leave per calendar year.

6.12.3 Employees must give reasonable notice prior to taking foster care leave and must provide an estimate of the period of absence from work.

6.12.4 Employees can, by agreement with the Employer, take foster carer leave in minimum periods of one hour.

6.12.5 Leave credits can be used to attend training associated with the Employee's foster carer responsibilities.

6.12.6 Employees must provide the Employer with documentation supporting their eligibility for the leave.

6.12.7 The entitlement to foster carer leave in accordance with sub clause 6.12.2 for casual Employees applies to the extent of their agreed working arrangements.

## **6.13 Compassionate Leave for Early Pregnancy Loss**

6.13.1 An Employee is entitled to up to three consecutive days of paid compassionate leave on each occasion a pregnancy ends without the birth of a living child up to 20 weeks before the expected date of birth. An Employee is entitled to leave under this clause if they were pregnant or their partner was pregnant.

6.13.2 Leave commences from the date the pregnancy ends and is not to be taken during any other period of leave, including unpaid leave.

6.13.3 The Employee must provide notice as soon as reasonably practicable indicating the period of leave sought and anticipated return to duty.

6.13.4 The Employer can require reasonable evidence that an early pregnancy loss has occurred such as a medical certificate or a recognition certificate for early pregnancy loss issued by the WA Registry of Births, Deaths and Marriages.

6.13.5 The provisions of 6.13.1 apply to a:

- (a) part time Employee on a pro rata basis; and
- (b) casual Employee to the extent of their future rostered shifts, or if there is no certainty about future rosters, the preceding four-week average of shifts worked.

## **6.14 Public Health Emergency Arrangements**

### **Definitions**

6.14.1 In this clause:

- (a) “Public health emergency” means an incident or emergency that is the subject of Directions issued under Parts 11 or 12 of the *Public Health Act 2016* (WA).
- (b) “Diagnosed person” means a person who has a current positive test for a disease the subject of the public health emergency or an incident that is deemed a serious public health risk by way of a testing or diagnostic regime accepted within the WA health system as being a reliable indicator that the person has the disease.
- (c) “Ordinary pay” is to be calculated according to the rostered or ordinary hours the Employee would have worked, had they not been subject to a government requirement to isolate or quarantine. For casual Employees, ordinary pay is to be calculated with reference to the Employee’s rostered future shifts or, if there is no certainty about future rosters, the preceding four-week average of shifts worked.

### **Special public health emergency leave**

6.14.2 The Employer is to credit each Employee with 20 days of non-cumulative special public health emergency leave on January 1 each year.

6.14.3 An Employee employed on a fixed term contract for a period of 12 months or more is to be credited with the same entitlement as a permanent Employee. An Employee on a fixed term contract for a period less than 12 months is to be credited on a pro rata basis for the period of the contract.

6.14.4 A part time or casual Employee is to be credited with the same entitlement as a permanent Employee, calculated on a pro rata basis according to the number of hours worked each fortnight.



- 6.14.5 Employees absent on special public health emergency leave are to receive their ordinary pay.
- 6.14.6 Employees who have exhausted their special public health emergency leave can access existing personal leave entitlements under sub clause 6.3 of this Agreement.

**Eligibility for Special Public Health Emergency Leave**

- 6.14.7 Special public health emergency leave can only be taken in respect of absences from work during:
  - (a) a public health emergency; or
  - (b) other significant events as agreed between the Union and the Executive Director GLSR.
- 6.14.8 An Employee who is a diagnosed person or is subject to a government requirement to isolate or quarantine can access special public health emergency leave before existing personal leave entitlements under clause 6.3 of this Agreement.
- 6.14.9 Employees with caring responsibilities can access special public health emergency leave if they are caring for, or providing support to a member of the Employee's family or household because:
  - (a) the other person is a diagnosed person or is subject to a government requirement to isolate or quarantine; or
  - (b) a child's school has closed or the person's other care arrangements are unavailable because of a public health emergency.
- 6.14.10 Compassionate access to special public health emergency leave can be granted in exceptional circumstances despite not being a reason referred to in subclause 6.14.8.
- 6.14.11 Special public health emergency leave is not debited for public holidays that the Employee would have observed.
- 6.14.12 An Employee is unable to access special public health emergency leave while on any period of leave without pay, parental leave, or annual or long service leave except as provided for in clauses 6.3.6 (re-crediting annual leave) and 6.3.7 (re-crediting long service leave).

**Notice and Access**

- 6.14.13 Special public health emergency leave can be taken on an hourly basis.
- 6.14.14 Reasonable and legitimate requests for special public health emergency leave are approved subject to available credits. Where practicable, the Employee must give reasonable notice before taking leave. Where prior notice cannot be given, notice

must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work is to be provided.

## **Evidence**

6.14.15 The Employer can require evidence that would satisfy a reasonable person to support an application for special public health emergency leave.

## **6.15 Purchased Leave 44/52 Wages Arrangement**

6.15.1 The Employer and an Employee may agree to enter into an arrangement whereby the Employee can purchase up to eight weeks additional leave.

6.15.2 The Employer will assess each application for pre-purchased leave on its merits. Approval will be subject to operational requirements and the impact on the work unit and give consideration to the personal circumstances of the Employee seeking the arrangement. Any dispute arising under this clause, including a dispute on the merits of a decision by the Employer to not approve an application, shall be dealt with in accordance with clause 7.6. – Dispute Settlement of this Agreement.

6.15.3 Where an Employee is applying for purchased leave of between 5 and 8 weeks the Employer will give priority of access to those Employees with carer responsibilities.

6.15.4 Access to this entitlement will be subject to the Employee having satisfied the Employer's leave management policy.

6.15.5 Purchased leave arrangements run over a financial year concluding on 30 June. Employees who wish to participate in a purchased leave arrangement must apply to do so annually for the following year as part of the leave rostering process in accordance with sub-clause 6.22.2(d)

6.15.6 The Employee can agree to take a reduced wage spread over the 52 weeks of the year and receive the following amounts of additional purchased leave:

Number of weeks wages Spread over 52 weeks	Number of weeks Purchased leave
44 weeks	8 weeks
45 weeks	7 weeks
46 weeks	6 weeks
47 weeks	5 weeks
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

6.15.7 The 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 purchased leave, their wage will be adjusted on the first pay period in August to take account of the fact that time worked during the year was not included in the wage.

- 6.15.8 Where an Employee who is in receipt of a higher duties allowance provided for in this Agreement proceeds on any period of additional purchased leave, the Employee shall not be entitled to receive payment of the allowance for any period of purchased leave.
- 6.15.9 In the event that a part time Employee's ordinary working hours are varied during the year, the wage paid for such leave taken will be adjusted on the last pay in July to take into account any variations to the Employee's ordinary working hours during the previous year.
- 6.15.10 The minimum period of purchased leave that may be taken at any one time is one working day.
- 6.15.11 An Employee may withdraw from this arrangement prior to completing the 52-week period by four weeks written notice. The Employee will be entitled to pay in lieu of wages forgone to that time but will not be entitled to equivalent absence from duty.
- 6.15.12 The Employer reserves the right to withdraw from the purchased leave arrangement where the Employee:
  - (a) is internally transferred or promoted; or
  - (b) where there are operational requirements warranting such action.

## **6.16 Purchased Leave Deferred Wages**

- 6.16.1 With the written agreement of the Employer, an Employee may elect to receive, over a four-year period, 80% of the wage they would otherwise be entitled to receive in accordance with this Agreement.
- 6.16.2 The Employer will assess each application for deferred wages on its merits and give consideration to the personal circumstances of the Employee seeking the leave.
- 6.16.3 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 wage they were otherwise entitled to in the fourth year of deferment.
- 6.16.4 Where an Employee completes four years of deferred wage 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.

- 6.16.5 An Employee may withdraw from this arrangement prior to completing a four-year period by written notice. An Employee will receive a lump sum payment of wages forgone to that time but will not be entitled to equivalent absence from duty.
- 6.16.6 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.

### **6.17 Emergency Services Leave**

- 6.17.1 An Employer is to grant paid leave to an Employee who is a member of, or has a member-like association with, an emergency management agency as defined by the *Emergency Management Act 2005* (WA), and who is absent from work to participate in an emergency response as a volunteer for the emergency management agency.
- 6.17.2 Paid leave for an Employee who is absent to volunteer for an emergency management agency includes any additional payments or allowances the Employee would ordinarily have received if they had not been absent.
- 6.17.3 An Employee who intends to be absent from work for this purpose is to ensure the Employer is advised as soon as possible as to the absence and, where possible, the expected duration of leave.
- 6.17.4 An application for Emergency Services Leave is to be supported by written confirmation from the emergency management agency certifying that the Employee was required for the specified period.

### **6.18 Defence Force Reserves Leave**

- 6.18.1 For the purposes of this clause, "Defence Service" means service, including training, in a part of the Defence Force Reserves or the Cadet Force.
- 6.18.2 The Employer must grant leave of absence for the purpose of Defence Service to an Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force.
- 6.18.3 Leave of absence may be paid or unpaid in accordance with the provisions of this clause and the Government Sector Labour Relations' Defence Force Reserves Policy Statement (the Policy Statement) as replaced from time to time. Where there is inconsistency between the provisions of this clause and the Policy Statement, the Policy Statement prevails.
- 6.18.4 Application for leave of absence for Defence Service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the

leave of absence granted, the officer shall provide a certificate of attendance to the Employer.

6.18.5 It is the Employee's responsibility to provide the Employer with as much advance notice as possible when they are required to render Defence Service. In circumstances where the release of Employees for Defence Service creates significant and serious impact on the Employer's business, the Employer can contact the Australian Defence Force to discuss alternative periods for service.

6.18.6 Paid leave for Defence Force Reserves and Cadet Force

An Employee who is a volunteer member of the Defence Force Reserve or the Cadet Force is entitled to paid leave of absence for Defence Service, subject to the conditions set out below:

- (a) Part time Employees shall receive the same paid leave entitlement as full-time Employees but payment shall only be made for those hours that would normally have been worked but for the leave.
- (b) On written application, an Employee shall be paid wages in advance when proceeding on such leave.

#### **Defence Force Reserves**

- (c) An Employee who is a Defence Force Reservist is entitled to four weeks paid leave per annum for the purpose of Defence Service. For the purpose of this sub clause four weeks shall be defined as ordinary hours as referred to in sub clause 1.6.15.
- (d) An Employee in their first year of Reserves membership is entitled to an additional two weeks' paid leave for the purposes of recruitment and/or initial training.
- (e) An Employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of 12 months commencing on July 1. Pay for this leave shall be at the rate of the difference between the normal remuneration of the Employee and the Defence Force payments to which the Employee is entitled if such payments do not exceed normal wages. In calculating the pay differential, rostered days off and penalties for Saturdays, Sundays, Public Holidays is to be excluded, and no account is to be taken of the value of any board or lodging provided for the officer.

#### **Cadet Force**

- (f) An Employee who is in the Cadet Force is entitled to paid leave for a period not exceeding 105 hours or any greater period nominated by the Policy Statement from time to time on full pay in any period of 12 months commencing on 1 July in each year.

#### 6.18.7 Unpaid Leave

Leave of absence for the purpose of Defence Service shall be unpaid where:

- (a) the absence exceeds the paid entitlement prescribed in sub-clause 6.18.6 of this Agreement;

#### 6.18.8 Use of other leave

- (a) An Employee may elect to use annual or long service leave credits for some or all of their absence on Defence Service, in which case they will be treated in all respects as if on normal paid leave.
- (b) The Employer cannot compel an officer to use annual leave or long service leave for the purpose of Defence Service.

### **6.19 Study Leave**

#### 6.19.1 Conditions for granting time off:

- (a) An Employee may be granted time off with pay for part time study purposes at the discretion of the Employer.
- (b) Part time and fixed term Employees are entitled to study leave on the same basis as full time Employees.
- (c) Time off with pay may be granted up to a maximum of five hours per week, including travelling time, where subjects of approved courses are conducted during normal working hours. The equivalent applies if studying by correspondence.
- (d) Employees who are obliged to attend educational institutions for compulsory block sessions may be granted time off with pay, including travelling time, up to the maximum annual amount allowed to an Employee in paragraph (c) of this sub-clause.
- (e) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study or for the mature age entrance examination for tertiary admission conducted by the Tertiary Institution Service Centre.
- (f) In every case the approval of time off to attend lectures and tutorials will be subject to:
  - (i) the Employer's convenience;
  - (ii) the course being undertaken on a part time basis;

- (iii) Employees undertaking an acceptable formal study load in their own time;
  - (iv) Employees making satisfactory progress with their studies; and
  - (v) the course being relevant to the Employee's career in the public sector and being of value to the state.
- (g) A service agreement or bond will not be required.

#### 6.19.2 Payment of Fees and other Costs

Employees under this Agreement are covered by the same provisions as outlined in the PTA's Study Assistance Policy.

#### 6.19.3 For the purposes of this clause:

- (a) in determining the Employer's convenience, Employers should give due emphasis to the Employee's career aspirations.
- (b) an acceptable part time study load should be regarded as not less than five hours per week of formal tuition or the equivalent if studying by correspondence with at least half of the total formal study commitment being undertaken in the Employee's own time, except in special cases such as where the Employee is in the final year of study and requires less time to complete the course, or the Employee is undertaking the recommended part time year or stage and this does not entail five hours formal study.

6.19.4 The period of full time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for Employees under this Agreement.

### **6.20 Leave Without Pay**

6.20.1 Subject to the provisions of sub-clause 6.20.2 of this clause, the Employer may grant an Employee leave without pay for any period and is responsible for that Employee on their return.

6.20.2 Every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:

- (a) the work of the Employer is not inconvenienced; and
- (b) all other leave credits of the Employee are exhausted.

6.20.3 An Employee on a fixed term appointment may not be granted leave without pay for any period beyond that Employee's approved period of engagement.

- 6.20.4 The Employer may grant an Employee leave without pay to undertake full time study, subject to a yearly review of satisfactory performance. Leave without pay for this purpose shall not count as qualifying service for leave purposes.
- 6.20.5 Subject to the provisions of sub-clause 6.20.2 of this clause, the Employer may grant an Employee who has been awarded a sporting scholarship by the Australian Institute of Sport, leave without pay.

## **6.21 Absence From Duty**

- 6.21.1 Unauthorised absence shall be unpaid time. Unauthorised absences shall be discussed between an Employer and Employee.
- 6.21.2 Except for the circumstances outlined in sub-clause 6.3.4(d), an Employee unable to attend work as required must notify the Employer at least three hours before the Employee's required starting time. Where there is no such notification, or where there are no reasonable grounds for not providing the notice the Employee may not be paid for the absence.
- 6.21.3 Return to Duty: An Employee who is absent from duty and whose next rostered working shift commences prior to 1200 shall inform the Employer of the Employee's availability for duty by no later than 1500 hours the previous day. Where the Employee's next rostered shift commences at or after 1200 hours the Employee shall inform the Employer of the Employee's availability for duty by 1000 hours on the same day.

## **6.22 Rostering of Leave**

- 6.22.1 The leave roster process is as follows, unless otherwise agreed between the parties to this Agreement.
- 6.22.2 Every year before 31 March, the Employer shall post a roster showing the planned dates for clearance of leave by Employees over the following financial year, taking into account that:
- (a) long service leave is to be taken at a mutually agreed time but the Employer may direct an Employee to take a long service leave entitlement that has been accrued for more than 3 years;
  - (b) unless otherwise agreed between the Employer and the Employee, annual leave is to be taken each year by the Employee;
  - (c) the Employer may direct that leave in lieu of Public Holidays be taken or cashed out after the anniversary of its accrual; and



- (d) Employees seeking a purchased leave arrangement must request to take that leave in the next financial year in accordance with clause 6.15.5.
  - (e) Easter Sunday is to be taken in accordance with clause 6.2 – Easter Sunday.
- 6.22.3 Every year before 15 February, or as otherwise agreed by the Parties, Employees will:
- (a) nominate their preferred commencement and end dates for the clearance of the following leave entitlements as at the commencement of the following financial year, calculated up to 30 June:
    - (i) long service leave which will have accrued as at 30 June;
    - (ii) total annual leave entitlements accruing on a weekly basis up to 30 June;
    - (iii) any accrued leave in lieu of Public Holidays accruing before 30 June of the previous year;
  - (b) nominate their preferred dates for clearance of the day of paid leave for Easter Sunday;
  - (c) submit any application for purchased leave, nominating the time at which the Employee proposes to clear that leave if it is approved;
  - (d) give notice of up to two requested protected days off in accordance with clause 3.1.8.
- 6.22.4 The Employer may, at its sole discretion and upon application from an Employee, agree to alternative arrangements for the clearances of leave.
- 6.22.5 The leave rostering arrangements shall provide for Employees to share equitably the opportunity for clearance of leave at particular seasons and periods of demand.
- 6.22.6 During the Royal Show period, leave clearance will be minimised to meet increased service requirements and be subject to operational needs.
- 6.22.7 Where an Employee does not nominate dates for the clearance of leave the Employer will designate dates for the clearance on the leave roster for the following financial year.
- 6.22.8 Provision can be made for up to 40 hours' annual leave to remain outstanding at the normal application time, and an Employee may, with the consent of the Employer, take this leave as short-term annual leave in any leave year. Where the Employee requests that the leave is taken in a block at a later date within the leave entitlement year and with six weeks' notice given, the Employer will consider and approve or not approve the request based on operational requirements, will not unreasonably refuse an application and will advise the Employee as soon as practicable.

- 6.22.9 An Employee may apply to defer part of their annual leave entitlement to be taken in the following financial year. The decision to grant or refuse the deferral will be at the Employer's discretion. At the time of application, an Employee seeking deferral must nominate specific provisional dates in the following leave year when the deferred leave can be cleared and the Employer's decision to grant the application will constitute an agreement that the leave will be taken on those dates. The Employee may submit a further leave request for the deferred leave during the next leave roster process confirming or seeking to vary the provisionally agreed dates, which will be treated no less favourably than a new leave request. In the absence of a further leave request, the Employee will be rostered on leave on the provisionally agreed dates.
- 6.22.10 The Employer may, at its sole discretion, approve an application by an Employee to vary their leave dates after the leave roster is posted.

#### Leave in Lieu of Public Holidays

- 6.22.11 Where a request to clear accrued leave in lieu of Public Holidays is not submitted in accordance with sub-clauses 6.22.3(a)(iii), a request may be submitted before the posting of the next Actual Roster and such requests may be approved subject to operational requirements..
- 6.22.12 Where a request to clear accrued leave in lieu of Public Holidays is not submitted in accordance with sub-clause 6.22.3(a)(iii) or 6.22.11,
- (a) any request to clear a day in lieu within any posted Actual Roster period may only be approved at the discretion of the Employer; and
  - (b) sub-clause 6.22.2(c) may be utilised.

### **6.23 Cashing Out of Leave Entitlements**

- 6.23.1 The Employer may approve the cashing out of the following forms of leave:
- (a) accrued long service leave;
  - (b) up to 50% of any annual leave accrued by an Employee during any completed year of service;
  - (c) accrued leave in lieu of Public Holidays.
- 6.23.2 Requests to cash out leave shall be in writing and consistent with the provisions of any relevant Employer policies. They shall usually be made in conjunction with the submission of leave requests during the nomination period for the Leave Roster Process under sub-clause 6.22 of this Agreement. Requests to cash out leave made at other times may be approved at the discretion of the Employer, taking into

account operational requirements and the reason the request was not made at the usual time.

- 6.23.3 Unless otherwise agreed between the Employer and Employee, the minimum amount of accrued long service leave which may be cashed out at any time is four weeks.
- 6.23.4 Except where the Employer is satisfied there are extenuating circumstances, a minimum of 80 hours accrued leave must be taken in a calendar year for any application to cash out long service leave or annual leave to be approved.

## **6.24 Family and Domestic Violence Leave**

- 6.24.1 In recognition that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work the Employer has agreed to the leave which is the subject of this clause. The Employer is committed to providing support to Employees that experience family and domestic violence.
- 6.24.2 An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family and domestic violence.
- 6.24.3 The Employer does not tolerate Employees perpetrating family and domestic violence in or from the workplace. Employees must not use work facilities to perpetrate family and domestic violence. Any such conduct is a breach of employment obligations and any Employees who do so will face disciplinary action.

### **Definition of Family and Domestic Violence**

6.24.4

- (a) The meaning of family and domestic violence is in accordance with the definition of “family violence” at section 5A in of the *Restraining Orders Act 1997* (WA). (Section 5A).
- (b) To avoid doubt, this definition includes, but is not limited to behaviour that:
  - (i) is physically or sexually abusive;
  - (ii) is emotionally or psychologically abusive;
  - (iii) is economically abusive;
  - (iv) is threatening;
  - (v) is coercive;

- (vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
- (vii) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

### **Access to Family and Domestic Violence Leave**

- 6.24.5 In accordance with the following sub-clauses, an Employee may make application for leave to deal with activities related to family and domestic violence. The Employer will assess each application and give consideration to the personal circumstances of the Employee seeking the leave.
- 6.24.6 Such activities related to family and domestic violence may include attendance at medical appointments, legal proceedings; counselling; appointments with a medical or legal practitioner; relocation or making other safety arrangements; and other matters of a compassionate or pressing nature related to the family and domestic violence which arise without notice and require immediate attention.
- 6.24.7 Subject to sub-clauses 6.24.5 and 6.24.6 an Employee experiencing family and domestic violence will have access to 10 non-cumulative days per year of paid family and domestic violence leave, in addition to their existing leave entitlements.
- 6.24.8 Upon exhaustion of the leave entitlement in sub-clause 6.24.7, Employees will be entitled to up to two days unpaid family and domestic violence leave on each occasion.
- 6.24.9 Family and domestic violence leave does not affect salary increment dates, or the calculation of long service leave entitlements or annual leave entitlements.
- 6.24.10 Subject to the Employer's approval of the application, family and domestic violence leave may be taken as whole or part days off.

### **Notice and Evidentiary Requirements**

- 6.24.11 The Employee shall give their Employer notice as soon as reasonably practicable of their request to take leave under this clause.
- 6.24.12 Supporting evidence of family and domestic violence may be required to access paid leave entitlements however this should not be onerous on the Employee. Leave can be granted without supporting documentation when the manager/supervisor is satisfied that it is not required.
- 6.24.13 Evidence may include a document issued by the police, a court, a legal service, a health professional, a counsellor, a financial institution, a family violence support service or a refuge service. A statutory declaration may also be provided.

6.24.14 Such evidence will be dealt with in accordance with the confidentiality provisions in this clause.

#### **Access to Other Forms of Leave**

6.24.15 Subject to the leave provisions of this Agreement, an Employee experiencing family and domestic violence may use other leave entitlements.

6.24.16 Subject to the Employer's approval of the application, and sufficient leave entitlements being available, leave may be taken as whole or part days off.

6.24.17 Forms of other paid accrued leave include:

- (a) personal leave/; and/or
- (b) annual leave; and/or
- (c) long service leave; and/or
- (d) purchased leave.

6.24.18 Approval of leave without pay is subject to the provisions of this Agreement.

#### **Confidentiality**

6.24.19 The Employer will take all reasonable steps to ensure any information disclosed by Employees regarding family and domestic violence is kept strictly confidential. Disclosure will be on a need-to-know basis only and only to maintain safety. Where possible, disclosure will only occur with the express consent of the Employee.

6.24.20 Employers will take reasonable steps to ensure any information or documentation provided by an Employee regarding family and domestic violence is kept confidential.

6.24.21 Subsequent disclosure within an organisation should be on a need-to-know basis, for example if there is a potential for workplace safety to be impacted and generally with the consent of the Employee.

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

#### **Contact Person**

6.24.23 The Employer will identify contact/s within the workplace who will be trained in family and domestic violence and associated privacy issues. The Employer will advertise the name of any family and domestic violence contacts within the workplace.

## **Individual Support**

6.24.24 Where there is a risk to the personal health or safety of an Employee who is experiencing or has experienced family and domestic violence, the Employer, where appropriate, may:

- (a) facilitate flexible working arrangements, such as changes to hours/days worked, working different days or length of days, changed shift/rostering arrangements, in accordance with the provisions of this Agreement; and/or
- (b) make workplace modifications including changes to the Employee's telephone number and email address and, where appropriate/practicable, the Employee's work location.

6.24.25 An Employee who is experiencing or has experienced family and domestic violence may access confidential counselling support via the Employer's EAP.

## **Workplace Safety**

6.24.26 Where an Employee raises issues of family and domestic violence the Employer should establish with the Employee the level of risk and seek advice from their human resource/safety specialist to review and implement specific safety and emergency management systems and plans.

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

## **6.25 Cultural Leave for Aboriginal and Torres Strait Islanders**

6.25.1 Employees who identify as Aboriginal or Torres Strait Islanders are entitled to paid cultural leave which can be accessed to participate in any of the following:

- (a) cultural and ceremonial obligations under Aboriginal and Torres Strait Islander lore, customs or traditional law; and
- (b) community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals.

6.25.2 Up to five days of paid cultural leave per calendar year will be available under this clause. The leave need not be taken in one continuous period. Paid cultural leave will not accrue from year to year and will not be paid out on termination.

6.25.3 The Employer will assess each application for cultural leave on its merits and give consideration to the personal circumstances of the Employee seeking the leave.

6.25.4 The Employer may request reasonable evidence of the legitimate need for the Employee to be allowed time off.

- 6.25.5 If an Employer requires an Employee to attend to business associated with an Aboriginal or Torres Strait Islander organisation, or an organisation that works to facilitate Aboriginal and Torres Strait Islander interests, the attendance is considered to be a part of the Employee's normal duties and the Employee need not access leave under this or any other clause to enable it.
- 6.25.6 Cultural leave granted under this clause is in addition to the leave provided by clause 6.4 Bereavement Leave and clause 6.7 – Cultural/Ceremonial Leave of this Agreement.

## **7 CONDUCT OF THE PARTIES**

### **7.1 Consultation**

- 7.1.1 The parties recognise the need for effective communication to improve the business/operational performance and working environment in agencies.
- 7.1.2 The parties acknowledge that decisions will continue to be made by the Employer, who is responsible and accountable to Government for the effective and efficient operation of the agency.
- 7.1.3 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 Union and 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 confidential information the disclosure of which, would be inimical to their interests; and
  - (c) in the context of such discussion the Union and Employees are able to contribute to the decision making process.

### **7.2 Joint Consultative Committee**

- 7.2.1 The Joint Consultative Committee (JCC) is a forum for Consultation on issues such as:
- (a) development of workload management tools within the agency;
  - (b) industrial issues;

- (c) fixed term and casual employment usage; and
- (d) changes to work organisation and/or work practices occurring in the workplace.
- (e) Employer implementation of recommendations from Government decisions, policies and initiatives; and
- (f) Employer implementation of other aspects of this Agreement.

7.2.2 The JCC will comprise the Employer or their nominee, Employer nominated representatives and Union nominated representatives.

7.2.3 The JCC will convene within 28 days of a written request being received from either party.

7.2.4 The JCC will determine its own operating procedures and the JCC parties are to provide all reasonable and relevant information except confidential commercial, business or personal information, the release of which may seriously harm a party or individual.

### **7.3 Facilities For Union Representatives**

7.3.1 The Employer recognises the rights of the Union to organise and represent its members. Union representatives (delegates) in the organisation have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing members' interests in the workplace and the organisation.

7.3.2 The Employer will recognise Union representatives in the organisation and will allow them to carry out their role and functions.

7.3.3 The Union will advise the Employer in writing of the names of the Union representatives in the organisation.

7.3.4 The Employer shall recognise the authorisation of each Union representative in the organisation and shall provide them with the following:

- (a) Reasonable paid time off from normal duties:
  - (i) to perform their functions as a Union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in JCC; and
  - (ii) to attend Union business.
- (b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to the use of:



- (i) lockable filing cabinets;
- (ii) meeting rooms;
- (iii) telephones;
- (iv) fax;
- (v) email;
- (vi) internet;
- (vii) photocopiers; and
- (viii) stationery.

Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal organisation protocols.

- (c) A notice board 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 7.5 of this Agreement. 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 a sheltered area for meetings of members.
- (g) Access to work location, names, rosters and hours of work of Employees. This information and access will also be provided to Union officials upon request.
- (h) Access to Awards, Agreements, policies and procedures.
- (i) Access to information on matters affecting Employees in accordance with the Consultation provisions under this Agreement.
- (j) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.

7.3.5 The Employer agrees, upon receiving written authorisation from an Employee, to provide to the Union within five working days the Employee's bank account details and subsequent changes from time to time for the purpose of enabling the Employee to establish direct debit facility for the payment of Union dues. Employers must be indemnified against financial accountability related to these transactions.

- 7.3.6 **Group inductions:** Where the Employer conducts a group induction, which may be on or off site, the Union shall be given at least 14 days' notice of the time and place of the induction. The Union will be entitled to at least 30 minutes to address new Employees without Employer representatives being present.
- 7.3.7 **Union general/delegate meetings:** Subject to reasonable notice and prior arrangement with the Employer, Employees will be granted paid time off to attend quarterly general meetings of up to one hour duration on site with the Union. Where the site meeting exceeds one hour, such absence will be without pay for the period of the meeting that exceeds one hour. To conduct these meetings the Union shall be entitled to a private facility at the workplace wherever possible provided the Union gives the Employer reasonable notice.
- 7.3.8 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.

#### **7.4 Notification of New Employees**

- 7.4.1 Unless otherwise agreed, the Employer will notify the Union of the commencement of any new Employees on a quarterly basis. Notification includes the new Employee's name, commencement date, position title, type of employment, work location, business email addresses, and business phone numbers where available.

#### **7.5 Trade Union Training Leave**

- 7.5.1 Subject to the Employer's convenience and the provisions of this clause:
- (a) the Employer shall grant paid leave of absence to Employees who are nominated by the Union to attend short courses relevant to the public sector or the role of Union workplace representative, conducted by the Union or its nominated provider.
  - (b) the Employer shall grant paid leave of absence to attend similar courses or seminars as from time to time approved by agreement between the PTA and the Union.
- 7.5.2 An Employee shall be granted up to a maximum of five days paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five days and up to 10 days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed 10 days.
- 7.5.3 Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.

- 7.5.4 Where a Public Holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.
- 7.5.5 Subject to paragraph 7.5.3, shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
- 7.5.6 Part time Employees shall receive the same entitlement as full time Employees, but payment shall only be made for those hours that would normally have been worked but for the leave.
- 7.5.7 Any application by an Employee shall be submitted to the Employer for approval at least four weeks before the commencement of the course unless the Employer agrees otherwise.
- 7.5.8 All applications for leave shall be accompanied by a statement from the Union indicating that the Employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the authority that is conducting the course.
- 7.5.9 A qualifying period of 12 months service shall be served before an Employee is eligible to attend courses or seminars of more than a half-day duration. The Employer may, where special circumstances exist, approve an application to attend a course or seminar where an Employee has less than 12 months service.
- 7.5.10 The Employer shall not be liable for any expenses associated with an Employee's attendance at trade union training courses.
- 7.5.11 Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

## **7.6 Dispute Settlement**

- 7.6.1 Any questions, disputes or difficulties arising under this Agreement or in the course of the employment of Employees covered by this Agreement shall be dealt with in accordance with this clause.
- 7.6.2 The Employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three working days. An Employee may be accompanied by a Union representative.
- 7.6.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three working days. An Employee may be accompanied by a Union representative.

- 7.6.4 If the dispute is still not resolved, it may be referred by the Employee/s or Union representative to the Employer or their nominee.
- 7.6.5 Where the dispute cannot be resolved within five working days of the Union representatives' referral of the dispute to the Employer or their nominee, either party may refer the matter to the Commission.
- 7.6.6 The period for resolving a dispute may be extended by agreement between the parties.
- 7.6.7 At all stages of the procedure the Employee may be accompanied by a Union representative.
- 7.6.8 Notwithstanding the above the Union may raise matters directly with representatives of the Employer. In each case the Union and the Employer shall endeavour to reach agreement. If no agreement is reached either party may refer the dispute to the Commission for conciliation and/or arbitration.
- 7.6.9 The parties covered by this Agreement will maintain and will not disrupt the provision of services to the public while disputes are being dealt with under this procedure.
- 7.6.10 Nothing in this clause constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008 (WA)*.

## **8 MISCELLANEOUS PROVISIONS**

### **8.1 Uniforms, Clothing and Protective Equipment**

- 8.1.1 Employees as required will wear specialised clothing for particular operations. The Employer will establish a uniform committee in Consultation with the Union.
- 8.1.2 The Employer, as agreed from time to time between the Employer and the Union, shall supply uniforms and clothing.
- 8.1.3 Employees shall be responsible for any loss or damage thereto, with fair wear and tear attributable to ordinary use excepted.

### **8.2 Health and Fitness**

- 8.2.1 To ensure that an Employee is medically fit to carry out duties in a satisfactory and safe manner the Employee will, if required, undergo a medical examination or health assessment as arranged with the Employer's Occupational Physician for purposes of National Health Assessment for the Rail Industry.

- 8.2.2 The Employer will pay the costs of any medical examination or assessment conducted by the Employer's Occupational Physician. However, subject to any policy to the contrary, the Employee is responsible for any costs associated with any treatment of a condition identified by the Employer's Occupational Physician.
- 8.2.3 The Employee will, as required, undergo drug and alcohol testing in accordance with the Employer's policies on the safety of personnel working on or about the railway system.
- 8.2.4 The Employee will not be required to undergo a medical examination for the purposes of the National Health Assessment for the Rail Industry while such Employee is on workers compensation, except and only when an Employee returns from workers compensation and is medically cleared to recommence paid remuneration or a circumstance where a health assessment is required for the purpose of alternative duties.

### **8.3 Health and Safety Representatives Records**

- 8.3.1 The Employer shall maintain an Health and Safety (HSR) Representative Register (the Register).
- 8.3.2 The Register is to record the following information for each HSR representative in the Organisation:
- (a) name;
  - (b) work branch/division/directorate;
  - (c) work location;
  - (d) job title/occupation;
  - (e) date of election as an HSR representative; and
  - (f) training details on completion of relevant HSR training courses, including initial and refresher training dates.
- 8.3.3 The Employer shall provide a copy of the Register to the Joint Consultative Committee every six months.
- 8.3.4 The Register is to be submitted to the Department of Energy, Mines, Industry Regulation and Safety - Government Sector Labour Relations division on 31 January each year, for the previous year.

**9 SIGNATURES OF PARTIES**

Signed  Date: 11/6/24

Joshua Dekuyer

Branch Secretary. Australian Rail, Tram and Bus Industry Union of Employees, Western Australia Branch

Signed  Date: 11/6/24

Peter Woronzow

Chief Executive Officer. The Public Transport Authority of Western Australia

**SCHEDULE 1 – WAGE TABLE AND CLASSIFICATION STRUCTURE**

<b>Transit Officer Levels</b>	<b>From 7 October 2023</b>	<b>From 7 October 2024</b>	<b>From 7 October 2025</b>
	<b>Weekly Base Rate of Pay</b>	<b>Weekly Base Rate of Pay</b>	<b>Weekly Base Rate of Pay</b>
<b>STO 3</b>	<b>\$1,648.80</b>	<b>\$1,714.80</b>	<b>\$1,774.80</b>
<b>STO 2</b>	<b>\$1,618.50</b>	<b>\$1,683.20</b>	<b>\$1,742.10</b>
<b>STO1</b>	<b>\$1,587.90</b>	<b>\$1,651.40</b>	<b>\$1,709.20</b>
<b>First Class Officer</b>	<b>\$1,572.80</b>	<b>\$1,635.70</b>	<b>\$1,692.90</b>
<b>TO5</b>	<b>\$1,557.60</b>	<b>\$1,619.90</b>	<b>\$1,676.60</b>
<b>TO4</b>	<b>\$1,520.20</b>	<b>\$1,581.00</b>	<b>\$1,636.30</b>
<b>TO3</b>	<b>\$1,484.60</b>	<b>\$1,544.00</b>	<b>\$1,598.00</b>
<b>TO2</b>	<b>\$1,450.90</b>	<b>\$1,508.90</b>	<b>\$1,561.70</b>
<b>TO1</b>	<b>\$1,418.80</b>	<b>\$1,475.60</b>	<b>\$1,527.20</b>
<b>Trainee</b>	<b>\$1,206.00</b>	<b>\$1,254.30</b>	<b>\$1,298.10</b>

- (a) An Employee who is employed by the Employer on the date of registration of this Agreement will, on registration of the Agreement, receive a payment equivalent to the additional wages that would have been paid had the wages in Schedule 1 been paid on and from 7 October 2023. The increase is only payable after registration of this Agreement in the Commission.

## SCHEDULE 2 - REIMBURSEMENT - KILOMETRES ALLOWANCE

Innereast Station	Joondalup		Midland		Fremantle		Armadale		Outer (Southern)		Perth		Inner (Northern) Mandurah		Inner (Northern) Mandurah		Forrestfield Airport Link		
	GL	Return Dist	Maylands	Return Dist	Subiaco	Return Dist	Burswood	Return Dist	Kwinana	Return Dist	Perth	Return Dist	Bull Creek	Return Dist	Aubin Grove	Return Dist	Redcliffe	Return Dist	
ACS	43.1	ACS	27.2	ACS	39.5	ACS	23.9	ACS	88.1	ACS	31.5	ACS	36.7	KW	21.1	AG	74.5	ACS	Airport Central Station
AG	60	AG	59.4	AG	57.4	AG	50	AG	21.1	AG	51.7	AR	46	LL	80	AR	67.8	AG	Aubin Grove
AR	87.6	AR	67.8	AR	67.4	BC	23.8	AR	45.4	AR	75.8	ARBS	53.9	MN	91.9	ARBS	67.9	AR	Armadale
ARBS	84.7	ARBS	79.5	ARBS	79	BS	21.2	ARBS	46.3	ARBS	77.2	BS	45.8	RO	48.7	BC	37.1	ARBS	Armadale Bus Station
BC	36.2	BC	33.2	BC	29.6	BTR	94.2	BC	45.6	BC	25.6	BTR	109.2	WB	54.3	BS	18.4	BC	Bull Creek
BS	28.2	BTR	87.4	BS	28	BY	14.2	BS	86.2	BS	21.2	BUR	22.8	WE	32.1	BUR	19.1	BS	Bassendean
BTR	23.2	BUR	13.2	BTR	81.4	CK	78.2	BTR	149.4	BTR	86.4	BY	38.8			BY	13.4	BTR	Butler
BUR	21	CA	27.2	BUR	17.6	CL	27.4	BUR	67.6	BUR	11	CA	22.8			CA	22.5	BUR	Burswood
CA	36.2	CABS	30.2	BY	21.6	CO	43	BY	79.4	BY	13.2	CABS	21.2			CABS	23.9	BUTCHER ST	Kwinana Training
CABS	39.8	CK	71.4	CA	30	CU	68.6	CA	65.4	CA	22.6	CK	93.2			CK	86.7	BY	Bayswater
CL	18.4	CL	27.6	CABS	36.1	DG	19.9	CABS	67.6	CABS	28	CL	36.6			CO	64.2	CA	Cannington
CO	53.8	CO	52.4	CK	65.4	FR	38.2	CK	133.4	CK	70.4	CU	82.2			CU	78.6	CABS	Cannington Bus Station
DG	9.8	CU	61.4	CO	48.6	FS	33	CL	74.8	CL	20	DG	32.2			DG	31.1	CK	Clarkson
FR	47.2	DG	18.2	CU	55.8	GL	22.4	CO	26.2	CO	45.8	FR	21.6			FR	56.8	CL	Claremont
FS	52.3	FR	45.8	FS	48.6	JO	61.4	CU	122.6	CU	61.2	FS	47.9			GL	38.2	CO	Cockburn
GS	54	FS	36	GL	10	KW	66.6	DG	75.7	DG	11.4	GL	36.6			GS	39.2	CU	Currambine
KL	78.4	GL	16	GS	48	LL	126.5	FR	52.2	FR	38.2	GS	36			JO	72.7	DG	Daglish
KW	77.6	GS	48	JO	50	MA	12.8	FS	81.2	FS	40.7	JO	78.2			KL	46.8	FR	Fremantle
LL	137.3	JO	53.8	KL	58	MD	28.4	GL	77	GL	14	KL	43.6			KW	89.5	FS	Forrestfield
MA	16	KL	56.2	KW	72.2	MN	138.2	GS	59.6	GS	40.2	MA	34.4			LL	138.1	GD	Guildford Training Facility
MD	48	KW	76.6	LL	133.5	MU	29.6	JO	118.6	JO	55	MD	54			MA	17.4	GL	Glendalough
MN	154	LL	135.3	MA	16.2	PC	11	KL	51	KL	66.6	OS	23			MD	26.9	GS	Gosnells
MU	39	MN	152.4	MD	40.2	PS	4.2	MA	69.4	KW	69.6	PC	29			MN	159.5	JO	Joondalup
OS	27.4	MU	37.8	MN	148.4	RO	89	MD	93.6	LL	129.1	PS	28.4			MU	47.6	KL	Kelmscott
PC	13.6	OS	19.4	MU	34	RS	19.1	MU	39	MA	8.2	RS	37.1			OS	18.7	KW	Kwinana
PS	19.5	PC	8.2	OS	22.2	ST	29	OS	63.8	MD	35.8	ST	42			PC	26.7	LL	Lakelands
RO	102.8	PS	10.1	PC	9	SU	17.8	PCP	69.4	MN	148.6	SU	30.6			PS	17.9	MA	Maylands
RS	38.2	RO	101.6	PS	15.7	WA	38.4	PS	70.1	MU	30.6	TH	24.6			RO	114.4	MD	Midland
SU	10	RS	17.4	RO	95.2	WB	97.6	RS	89.5	OS	14.6	VP	26.3			ST	46.9	MU	Murdoch
TH	45.4	ST	23.4	RS	34.6	WE	77	ST	83.6	RO	94.6	WA	59			SU	34.6	OS	Oats Street
VP	25.2	SU	16.2	ST	15.6	WH	50.6	SU	71	RS	26.7	WH	64.8			TH	33.9	PC	Perth Precinct
WB	108.8	TH	36.6	TH	39.6			TH	55.2	ST	20.4					WA	48.2	PS	Perth Stadium
WE	87.2	VP	15.5	VP	21.4			VP	67	SU	9.4					WB	121.2	RO	Rockingham
		WA	30.8	WA	28.6			WA	96.6	TH	31.8					WE	100.6	RS	Redcliffe
		WB	107.6	WB	103.4			WH	105.4	VP	13.4					WH	59.5	ST	Stirling
		WE	86.2	WE	82.2					WA	31.2							SU	Subiaco
		WH	43.2	WH	37.8					WB	100.8							TH	Thornlie
										WE	79.2							VP	Victoria Park
										WH	42.8							WA	Warwick
																		WB	Warnbro
																		WE	Wellard
																		WH	Whitfords
																		RTN DIST	Return Distance

GD	34.8			GD	35.2	GD	22.6	GD	87.8	GD	26.8	GD	47
Butcher St	83.4	Butcher St	85.6	Butcher St	76	Butcher St	76.4	Butcher St	16	Butcher St	78.8	Butcher St	39.4

GD	12.7
Butcher St	102.2