

**PUBLIC TRANSPORT AUTHORITY/ARTBIU RAILWAY EMPLOYEES
(TRANSPERTH TRAIN OPERATIONS) INDUSTRIAL AGREEMENT 2024**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA	APPLICANT
	-v-	
	AUSTRALIAN RAIL, TRAM AND BUS INDUSTRY UNION OF EMPLOYEES, WESTERN AUSTRALIA BRANCH	RESPONDENT
CORAM	COMMISSIONER T KUCERA	
DATE	THURSDAY, 8 AUGUST 2024	
FILE NO/S	AG 22 OF 2024	
CITATION NO.	2024 WAIRC 00754	

Result Agreement registered

Representation

Applicant Public Transport Authority of Western Australia

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

Order

WHEREAS this is an application made pursuant to s 41 of the *Industrial Relations Act 1979* (WA) (**the Act**) to register an industrial agreement (**application**);

AND WHEREAS I am satisfied that the *Public Transport Authority/ ARTBIU Railway Employees (Transperth Train Operations) Industrial Agreement 2024* (**agreement**) meets the requirements of the *Industrial Relations Act 1979* (WA) and that it should be registered;

AND WHEREAS the parties consent to the application being determined on the papers;

NOW THEREFORE, the Commission, pursuant to the powers conferred under the Act, and by consent, hereby orders –

1. THAT the agreement made between the parties filed in the Registry of the Commission on 1 August 2024 as amended and titled the *Public Transport Authority/ ARTBIU Railway Employees (Transperth Train Operations) Industrial Agreement 2024*, that is attached to this order, be registered as an industrial agreement with effect from the date of this order.

2. THAT the *Public Transport Authority/ ARTBIU Railway Employees (Transperth Train Operations) Industrial Agreement 2024* is made in substitution for the *Public Transport Authority/ ARTBIU Railway Employees (Transperth Train Operations) Industrial Agreement 2022*, which by operation of s 41(8) of the Act is hereby cancelled.

L.S. (Sgd.) **T. KUCERA**

COMMISSIONER T KUCERA

**PUBLIC TRANSPORT AUTHORITY/ARTBIU
RAILWAY EMPLOYEES
(TRANSPERTH TRAIN OPERATIONS)
INDUSTRIAL AGREEMENT 2024**

1 APPLICATION AND OPERATION

1.1 Title

This Agreement shall be known as the Public Transport Authority/ARTBIU Railway Employees (Transperth Train Operations) Industrial Agreement 2024.

1.2 Arrangement

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1.3 Application and Parties Bound

- 1.3.1 This Agreement applies to and binds approximately 223 Employees who are engaged by the Employer in the classifications listed at Schedule A – Wages Tables of this Agreement and who are members of or are eligible to be members of the Union.
- 1.3.2 This Agreement also applies to and binds the Employer and the Union.
- 1.3.3 This Agreement is made in substitution for the *Public Transport Authority Railway Employees (Transperth Train Operations) Industrial Agreement 2022*.
- 1.3.4 This Agreement is a standalone agreement. The provisions of the Award will not apply while this Agreement remains in force.
- 1.3.5 This Agreement shall operate throughout the State of Western Australia.

1.4 Term of Agreement

- 1.4.1 This Agreement shall apply from the beginning of the first pay period on or after the date the Agreement is registered by the Commission (except where specifically provided) and will expire at midnight on 22 May 2027.
- 1.4.2 Upon expiry, the Agreement shall continue in force until replaced by a new Industrial Agreement.
- 1.4.3 The parties to this Agreement agree to re-open negotiations for a replacement agreement at least six months prior to its expiry.

1.5 Definitions

- 1.5.1 “Agreement” means the Public Transport Authority/ARTBIU Railway Employees (Transperth Train Operations) Industrial Agreement 2024.
- 1.5.2 “Additional Shift(s)” means shifts which are not rostered or which are beyond the maximum number permitted under subclause 3.3.3 or any applicable special provision.
- 1.5.3 “Aggregated Wage Rate(s)” means a wage rate calculated by reference to the Base Wage Rate, applicable allowances and entitlements and the applicable shift work roster in accordance with the Aggregate Methodology described in Schedule C - Aggregation Methodology.
- 1.5.4 “Award” means the Railways Employees Award No 18 of 1969.
- 1.5.5 “Base Wage Rate” means the rate of pay for ordinary hours worked excluding any allowances (referred to in previous agreements as the “flat” rate) as set out in Schedule A - Wages Table of this Agreement.
- 1.5.6 “Base Roster” means a roster described in subclause 3.3.6

- 1.5.7 “Classification Definitions” means the classification definitions at subclause 4.11.1(a) of the Award.
- 1.5.8 “Commission” means the Western Australian Industrial Relations Commission.
- 1.5.9 “Competency” means knowledge and skills and the application of the knowledge and skills to the standards of performance required in the workplace, consistent with any relevant criteria under the Australian Qualifications Framework (AQF) guidelines.
- 1.5.10 “Consultative Committee” means the Committee established under subclause 7.3 of this Agreement.
- 1.5.11 “EAP” means Employee Assistance Program.
- 1.5.12 “Emergency” means an event which is unplanned and/or not able to be reasonably predicted and does not include rostering errors and incorrect train scheduling.
- 1.5.13 “Employee” means a person employed by the Employer in the classifications listed in Schedule A – Wages Tables.
- 1.5.14 “Employer” means the Public Transport Authority of Western Australia.
- 1.5.15 “Higher Classified Position” means a position under this Agreement which attracts a higher Base Wage Rate of pay than an Employee’s ordinary classification.
- 1.5.16 “Hourly Reference Rate” means the Reference Rate divided by 40.
- 1.5.17 “Job Description Form” means the current Job Description Form registered for a position by the Employer setting out the position’s title, role, responsibilities and selection criteria and replaces the Classification Definitions at subclause 4.11.1(a) of the Award.
- 1.5.18 “Operational Roster” means a roster described in subclause 3.3.11a).
- 1.5.19 “Ordinary Shifts” means Rostered Shifts within the maximum number permitted under subclause 3.3.3 or any applicable special provision.
- 1.5.20 “Ordinary Wage Rate(s)” means the Base Wage Rate referred to in Schedule A - Wages Tables plus any applicable annualised leave loading calculated in accordance with subclause 6.4.18 of this Agreement.
- 1.5.21 “Partner” means a person who is a spouse or a de facto partner.
- 1.5.22 “Protected Day(s) Off” (PDO) means a guaranteed rostered day off on the Base Roster.
- 1.5.23 “Public Sector” means:
- a) all agencies, ministerial offices and non-SES organisations as defined in section 3 of the *Public Sector Management Act 1994*; and

- b) employing authorities as defined in section 5 of the *Public Sector Management Act 1994*.
- 1.5.24 “Redeployment period” means the redeployment period as defined by regulation 28 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 1.5.25 “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 2024 or its replacement.
- 1.5.26 “Registered employee” means a registered employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
- 1.5.27 “Registrable employee” means a registrable employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
- 1.5.28 “Relief Line” means a line so designated on a Base Roster for the purpose of covering leave, other absences and training. These lines are also sometimes referred to as a “spare lines” “relief links”, "spare links" or spelt “line”.
- 1.5.29 “Replacement employee” means an Employee specifically engaged to replace an Employee proceeding on maternity leave, adoption leave or other parent leave.
- 1.5.30 “Rostered Day(s) or Rostered Shift(s)” means the days or shifts that have been rostered to make up the roster cycle.
- 1.5.31 “Rostering Representative” means a person so nominated in accordance with subclause 3.3.20.
- 1.5.32 “RTO” means the Registered Training Organisation of the Public Transport Authority.
- 1.5.33 “Suitability” means Suitable office, post or position or Suitable employment as defined by section 94(6) of the *Public Sector Management Act 1994* as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 1.5.34 “Suitable office, post or position”, and “Suitable employment” have the meaning given in section 94(6) of the *Public Sector Management Act 1994* as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 1.5.35 “Surplus employee” means either a Registrable employee or a Registered employee.
- 1.5.36 “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*.
- 1.5.37 “Union” means the Australian Rail, Tram and Bus Industry Union of Employees, Western Australia Branch.

1.6 Customer Service

- 1.6.1 The parties to this Agreement acknowledge that the Employer seeks to encourage greater use by the Western Australian community of the public transport system, and that this aim will be furthered by the provision of the highest standards of customer service.
- 1.6.2 The Employer operates under a performance agreement with Transperth and one of the key attributes of this is the maintenance of a safe and reliable service. Employees will make every reasonable endeavour to maintain and enhance the safe on-time running standard, reliability and integrity of the service.
- 1.6.3 On occasions Employees may be required to make personal public address announcements including informing passengers of delays, altered platform arrangements, line closures and other courtesy announcements.
- 1.6.4 Employees are to ensure that all customer facilities and equipment is in good operating order, open and available to customers. Faults and/or anomalies that cannot be rectified by Employees are to be reported promptly. For personal safety and security reasons, customer service Employees are not required to rectify faults which require internal access to change machines and/or ticketing related equipment thereby publicly exposing cash containers from within the equipment.

1.7 No Further Claims

- 1.7.1 The parties to this Agreement shall not, for the duration of the Agreement, make any claim for further wage increases except where expressly provided for in a State Wage Case decision.
- 1.7.2 The wage increases provided in this Agreement are in full and final settlement of:
 - a) productivity improvements up to the date of commencement of the Agreement; and
 - b) any disputes and claims relating to the application of the Classification Definitions at subclause 4.11.1(a) of the Award to duties performed by the Employees engaged in classifications covered by this Agreement up to the date of commencement of the Agreement.
 - c) A work value claim for a higher classification for a position under subclause 4.9 is not excluded by this sub-clause, and for the avoidance of doubt, the parties will not be prevented by subclause 1.7.2 from relying in such a work value claim on changes made to the work performed in a position prior to the commencement of the Agreement.

2 CONTRACT OF EMPLOYMENT

2.1 Public Sector Delivery of Services

- 2.1.1 The Government and Employers prefer the delivery of public services to be undertaken by Employees.
- 2.1.2 Only in exceptional circumstances, and following 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 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.

Customer Service Consultative Committee Access to Information

- 2.2.3 Within 60 days of a request being made in writing, the Employer will provide to the Customer Service Consultative Committee (CSCC):
 - 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

Commencement

- 2.3.1 The Employer shall advise each Employee, prior to the time of engagement, if they are to be employed as a permanent full time, permanent part time, fixed term or casual Employee.
- 2.3.2 The Employer shall advise such Employee that employment will be subject to the provisions of statutory and Employer rules, regulations and policies, as amended from time to time.

Full Time Employee

- 2.3.3 A full time Employee is employed for the full ordinary hours nominated in subclause 3.2.1 of this Agreement.

Part Time Employee

- 2.3.4 Employees engaged in classifications covered by this Agreement may be employed on a part time basis. Part time Employees may be rostered to work in any classification covered by this Agreement, notwithstanding express provisions made under this Agreement for full time shift work hours applicable in each section.
- 2.3.5 Part time Employees shall be rostered for a minimum of 12 hours per week up to a maximum of 38 hours per week and shall have the number of guaranteed hours of work between 12 and 38 stipulated in their letter of appointment or later agreed between the Employer and the Employee in writing.
- 2.3.6 An Employee nominated in subclause 2.3.4 may request a temporary variation in the prescribed 12 hour minimum weekly part time hours for health or family reasons for a limited period of up to 18 months. On receipt of such a written request the Employer shall make all reasonable efforts to

accommodate the Employee's request; any approval of which will be given in writing.

- 2.3.7 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 unless otherwise specified in this Agreement.

Fixed Term Contract Employee

- 2.3.8 Subject to this clause Employees may be employed on contracts having fixed terms.

- 2.3.9 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.

- 2.3.10 Notwithstanding subclause 2.3.9, 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 a process referred to at subclause 2.3.16

- 2.3.11 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.

- 2.3.12 In exercising their employing authority, Employers 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;
- c) where a project is substantially externally funded including multiple external funding sources, the Employer must present a business case supporting the use of fixed term contract Employees in such positions to the Customer Service Consultative Committee;
- d) 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;
- e) work that is seasonal in nature;

- f) where an Employee with specific skills is not readily available in the Public Sector is required for a finite period; or
 - g) in any other situation as agreed between the parties to this Agreement.
- 2.3.13 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 subclause 2.3.12 and the dates of commencement and termination of employment.
- 2.3.14 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.
- 2.3.15 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 a 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; and
 - b) a break in service is between contracts of more than two weeks, attributable to fluctuating demand or business need, or taken at the request of the Employee.
 - c) 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.
 - d) 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.
- 2.3.16 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 subclause 2.3.12.
- 2.3.17 The review at subclause 2.3.16 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).
- 2.3.18 If, after carrying out a review referred to in subclause 2.3.16, the Employer determines the fixed term employment does not meet a circumstance listed in subclause 2.3.12, the Employer must appoint the Employee permanently to the same position at their current FTE.
- 2.3.19 The requirement at 2.3.18 does not apply if the PTA's CEO (or CEO's 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.
- 2.3.20 If, after carrying out a review referred to in subclause 2.3.16, the PTA determines the fixed term contract meets a circumstance listed in subclause 2.3.12, the PTA 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.
- 2.3.21 For the purposes of 2.3.16, 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.

Casual Employee

Wage

- 2.3.22 A casual Employee is engaged by the hour for less than one week continuously provided that this shall not include an Employee who, when work is available, leaves their employment before the expiry of one week.

Casual Loading

- 2.3.23 A casual Employee shall be paid the hourly Base Wage Rate prescribed for that classification under Schedule A – Wages Table of this Agreement (without annualised leave loading) with the addition of casual loading in lieu of annual leave, personal leave, family leave and payment for public holidays. The casual loading will be in accordance with subclause 2.3.24.
- 2.3.24 The casual loading payable is 25% on and from the date of registration of this Agreement.

Conditions of Employment

- 2.3.25 A casual Employee shall have no entitlement to paid leave except for bereavement leave, long service leave and family and domestic violence leave, and shall be informed of these conditions before starting work on these terms.
- 2.3.26 The minimum period of engagement of a casual Employee will be three hours on each engagement.
- 2.3.27 Nothing in this clause shall confer “permanent” or “fixed term contract” officer status within the meaning of section 64 of the *Public Sector Management Act 1994*.
- 2.3.28 The employment of a casual Employee may be terminated at any time by the casual Employee or the Employer giving to the other one hour’s prior notice. In the event of an Employer or casual Employee failing to give the required notice, one hour’s salary shall be paid or forfeited.
- 2.3.29 Subclauses 3.5.1 to 3.5.8 of this Agreement do not apply to casual Employees. Additional hours are paid at the normal casual rate.

Caring Responsibilities

- 2.3.30 Subject to the evidentiary and notice requirements in clause 6.5– Personal Leave of this Agreement, a casual Employee is entitled to not be available to attend work or to leave work if they need to care for members of their family or household who are ill or injured and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 2.3.31 The Employer and the casual Employee shall agree on the period for which the casual Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- 2.3.32 An Employer must not fail to re-engage a casual Employee because the casual Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not engage a casual Employee are otherwise not affected.

2.4 Probation

New Employees

- 2.4.1 A new Employee’s appointment to a position with the Employer will be subject to a probationary period of six months. The probationary period may be extended by express agreement between the parties.
- 2.4.2 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 an Employee’s appointment will be confirmed at the conclusion of the probationary period.

- 2.4.3 During the probationary period, if the Employee's performance is considered by the Employer to be unsatisfactory, the Employer may terminate the contract of employment by giving the Employee one week's notice or payment in lieu of notice.

Notification of New Employees

- 2.4.4 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.

Current Employees

- 2.4.5 A current Employee's appointment or promotion to a position will be subject to a probationary period of three months. The probationary period may be extended by express agreement between the parties.
- 2.4.6 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, the Employee will be appointed to the position at the conclusion of the probationary period.
- 2.4.7 During the probationary period:
- a) if the Employee's performance is not satisfactory, the Employer may revert the Employee to their previous substantive level by giving the Employee one week's notice or payment in lieu of notice; or
 - b) the Employee may request a return to their previous substantive level.
- 2.4.8 Where an Employee returns to their previous level under this subclause, they will be given preference to transfer to their original position should a vacancy occur.

Preliminary Training

- 2.4.9 Where initial mandatory off the job training is necessary prior to commencing actual duties on the job at the designated classification level and pay rate, the relevant period of probation will include and will be automatically extended by the length of time required to be spent by the Employee in preliminary training courses provided by the Employer.

2.5 Ordinary Duties

- 2.5.1 The Employer may direct an Employee to carry out such duties as 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 duties are not designed to promote deskilling.

- 2.5.2 An Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained in the use of such tools and equipment.
- 2.5.3 Any direction issued by an Employer pursuant to subclauses 2.5.1 and 2.5.2 shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

2.6 Job Share

- 2.6.1 The Employer may agree to two Employees entering into a job share arrangement where a full time job is shared between the two Employees. Applications to job share must be cost neutral to the Employer and will be assessed on an individual basis for suitability to operational requirements. Employees entering into a job share arrangement must be employed in the same classification and work on the same roster.
- 2.6.2 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.
- 2.6.3 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.
- 2.6.4 In the circumstances of subclause 2.6.3 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.

2.7 Higher Duties

- 2.7.1 An Employee who is required by the Employer on a temporary basis to act in a higher classified position under this Agreement than the Employee's ordinary classification under this Agreement, shall be paid the higher rate of pay in the form of a higher duties allowance. Provided that if the period higher duties are performed is less than two hours, the higher rate of pay shall not be paid.
- 2.7.2 Where the rate of pay of the higher classified position is an aggregated rate, and the period of acting is two weeks or greater, the aggregated rate will be paid in lieu of all penalties and allowances other than overtime.
- 2.7.3 Where more than one Employee acts in the same higher classified position under this Agreement, at the same time, the percentage of work undertaken

by each Employee in the higher classified position is to be agreed with the Employer prior to shift commencement; and

- a) each Employee is to be paid the percentage of the applicable rate of pay of the higher classified position; and
- b) the total percentage of the applicable rate of pay of the higher classified position divided between relevant Employees shall not exceed 100%.

2.8 Unsatisfactory performance

2.8.1 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, the matter may be dealt with by the Employer under its Performance Management Policy and Procedure as amended from time to time or, under any more specific procedure established by the Employer for unsatisfactory performance of that nature.

2.8.2 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 8.1 - Dispute Resolution Procedure, including by making an application to the Commission to deal with the matter.

2.9 Discipline

2.9.1 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 subclause 2.9.19;
- b) “Chief Executive Officer” means the Chief Executive Officer or their nominated representative, and for the purpose of subclause 2.9.18 or 2.9.21, 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 subclause 2.9.4.
- 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.
- 2.9.2 This subclause 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.
- 2.9.3 Notwithstanding subclause 2.9.5, 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.
- 2.9.4 *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 subclause 2.9.26 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 subclause 2.9.25; 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 subclause 2.9.8.
- 2.9.5 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.
- 2.9.6 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.
- 2.9.7 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.
- 2.9.8 *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 subclause 2.9.26; 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 subclause 2.9.17.

- 2.9.9 *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 the Employer's applicable policies and procedures and the circumstances of the matter permit.
- 2.9.10 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.
- 2.9.11 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.
- 2.9.12 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.
- 2.9.13 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 subclauses 2.9.4 to 2.9.8 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 subclauses 2.9.4 to 2.9.8 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 subclauses 2.9.4 to 2.9.8 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.
- 2.9.14 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.
- 2.9.15 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.

2.9.16 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.

2.9.17 *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 subclause 2.9.26.

2.9.18 *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 subclause 2.9.21 subject to subclause 2.9.22 should be applied.

2.9.19 *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.

2.9.20 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 subclause 2.9.21, subject to subclause 2.9.22. 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.

2.9.21 *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) a permanent or temporary transfer to another location within the Employer's business or to another employment position within the Employer's business, including to a position to which this Agreement does not apply;
- d) a permanent or temporary demotion or reduction to a lower increment or to a lower grade or position to which this Agreement applies;
- e) a permanent or temporary demotion to another position to which this Agreement does not apply; and/or
- f) dismissal.

2.9.22 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.

2.9.23 *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 subclause 8.1.5 of this Agreement.

2.9.24 *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 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 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.

2.9.25 *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.

2.9.26 The minimum periods specified in this clause 2.9 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 illness or injury 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 an extension granted under subclauses 2.9.4e) or 2.9.17d); or
- e) by mutual agreement between the parties.

2.10 Stand Down

2.10.1 The Employer is entitled to stand down the Employee and not pay the Employee for the day or part of a day where the Employer is unable to provide useful work for the Employee on that day or for that part of the day as a result 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.

2.10.2 Subject to the Employer's approval the Employee may elect to have the day or part of a day paid as annual leave provided the Employee has such leave entitlement.

2.11 Termination

2.11.1 Subject to this clause, the employment of an Employee may be terminated by the Employer or Employee giving notice as provided in the following table:

Employee's period of continuous service with the Employer	Minimum Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

2.11.2 Where the Employee is aged over 45 years and has more than two years continuous service, the period of notice shall be five weeks.

2.11.3 Where mutually agreed a shorter period of notice may be given without payment, or forfeiture of payment in lieu.

2.11.4 If the appropriate notice period is not given, payment or forfeiture of payment in lieu of the notice prescribed above shall be made. Employment may be terminated by part of the period of notice specified and providing part payment in lieu thereof. 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.

2.11.5 In calculating any payment or forfeiture of 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.

2.11.6 **Summary Dismissal.** The Employer has the right to dismiss any Employee without notice for serious misconduct and in such cases any entitlements (including wages and any accrued leave) under this Agreement are to be paid up to the time of dismissal only.

2.11.7 Subclauses 2.11.1 and 2.11.2 do not apply to casual Employees, fixed term Employees, or trainees.

2.11.8 The employment of a casual Employee may be terminated in accordance with subclause 2.3.28.

2.12 Redeployment and Redundancy

2.12.1 The parties acknowledge that the *Public Sector Management Act 1994* (PSMA) and the Public Sector Management (Redeployment and Redundancy) Regulations 2014 (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.

2.12.2 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.

2.12.3 The Employer and prospective Employer will seek to place Surplus employees in suitable positions in accordance with subclause 2.12.2.

2.12.4 The Employer will provide Surplus employees with direct access to priority vacancies through the online Recruitment Advertising Management System.

2.12.5 The Employer will provide Surplus employees with case management in line with the Public Sector Commission's Redeployment and Redundancy Guidelines and the Public Sector Commission's Redeployment and Redundancy Guidelines Appendix A – Case Management 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.

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.

2.12.6 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.

2.12.7 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 Relationship Between General and Special Provisions

3.1.1 The following general provisions of this clause shall apply in conjunction with special provisions for designated occupational groups under subclause 3.4 and to the extent of any inconsistency, the special provisions shall prevail.

3.2 Hours of Work: General

3.2.1 The ordinary hours of work for full time Employees shall be an average of 40 hours per week averaged across a fortnight from the beginning of the roster cycle.

3.2.2 The maximum spread of hours shall be 12 hours, but the Employer shall arrange so far as practicable that shifts not exceed 10 hours, except in cases of Emergency when relief cannot be provided. The minimum length of a rostered Ordinary Shift shall be six hours, but the minimum hours for an Additional Shift shall be in accordance with subclause 3.5.6.

3.3 Rostering Arrangements

General

3.3.1 Ordinary hours shall be worked as continuous shift work Sunday to Saturday so that Ordinary Shifts and Additional Shifts may be worked on any day of the roster cycle.

3.3.2 The period of the roster cycle will be at the Employer's discretion, and will be deemed to be two weeks, unless the Employer specifies otherwise in the Base Roster.

3.3.3 Where the period of the roster cycle is two weeks, Employees shall be rostered to work up to a maximum of 10 Ordinary Shifts per fortnight and will be rostered two Protected Days Off in each roster cycle. Where a different length of roster cycle is in place the maximum number of Ordinary Shifts per cycle and the number of Protected Days Off will be varied proportionately based on the prescription for two weeks.

3.3.4 When the Employer is intending to introduce a change to the roster cycle under subclause 3.3.2 or significant permanent changes to shift patterns under subclause 5.1.4 or 5.1.5, for a group of Employees, the Employer shall:

- a) give 21 days' notice of the start date to Employees who would be affected by the change;
- b) consult with the Consultative Committee;
- c) advise the Union in accordance with clause 7.2– Introduction to Change; and

- d) take into consideration the views expressed by the Employees, the Consultative Committee and the Union prior to implementing the change.

Base Roster

3.3.5 The Employer shall construct a Base Roster for each Employee group following consultation with the elected Employee Rostering Representative for that group.

3.3.6 Base Rosters will:

- a) be readily available for perusal by Employees;
- b) show lines of work for all rostered Employees for a typical roster cycle;
- c) show work day and rostered day off patterns and show start and finish times for each line of work;
- d) comply with fatigue management principles;
- e) be balanced, to the extent that it is reasonably practicable, so that all Employees work a similar number of hours over the roster cycle;
- f) make all reasonable endeavours to maximize the number of weekends off in a roster cycle, to the extent that this is practicable taking into account the constraints and operational requirements for Employees working 24/7 shift work;
- g) provide for balanced weeks where the conditions of subclause 3.3.7 are satisfied; and
- h) only be modified to accommodate changes expected to persist for at least three months.

3.3.7 Where the majority of Employees to whom a Base Roster applies have notified the Employer prior to the implementation of a modification to that Base Roster that they would prefer their roster to provide for balanced weeks, then any modification to the Base Roster will provide for balanced weeks. A Base Roster will provide balanced weeks where an Employee is not rostered to work more than 43 ordinary hours in any week of the roster cycle. Where the Employer receives later notification from the majority of Employees to whom a Base Roster applies that they do not prefer their roster to provide for balanced weeks, then any modification to the Base Roster following that notification need not provide for balanced weeks.

3.3.8 Where the Employer proposes to implement a modified or new Base Roster, the Employer shall:

- a) give three weeks' notice to Employees who would be affected by the change;

- b) advise the Union, and consult with the Union regarding amendments which may be necessary to:
 - i) any Aggregated Wage Rate, under subclause 4.3; or
 - ii) annual leave loading calculations under subclause 6.4.16; and
- c) advise the Employee committee representatives on the Consultative Committee.

Operational Roster

- 3.3.9 The Employer shall post a draft of the Operational Roster at least two weeks prior to the day of its implementation.
- 3.3.10 The Employer shall post the final Operational Roster, incorporating approved “shift changes” and any other known operational contingencies, at least five days prior the day of its implementation.
- 3.3.11 The Operational Roster per subclause 3.3.10:
 - a) is the actual roster that the Employer is requiring the Employees to work and will show all shifts to be worked for the period of the roster;
 - b) shall be based on Employees working through each line of work on the Base Roster in sequence;
 - c) shall take into account leave and other authorised absences and any other temporary customer, operational or organisational requirements including public holidays, special events and training;
 - d) shall display shift start and finish times and locations;
 - e) shall not roster an Employee to work an ordinary hours shift on a day shown on either the Base Roster, or for Relief Lines the draft Operational Roster, as a Protected Day Off or other rostered day off, unless:
 - i) the Employee has agreed to work that day;
 - ii) the Employee is shown as working a Relief Line on the Base or draft Operational Roster and is required to relieve another rostered Employee; or
 - iii) the Employee has been given at least four weeks’ written notice of the Employer’s intention to roster an ordinary shift on that day and the shift is required for Employee training, or during Perth Royal Show or for another reason agreed between the Parties.
 - f) may at the time of posting include rostered overtime in accordance with subclause 3.5.3 for the purposes of a special event or other temporary operational requirements; and

g) shall comply with fatigue management principles.

3.3.12 The Operational Roster may be altered by the Employer during the roster cycle provided the Employer consults the affected Employee or Employees and:

- a) the affected Employee agrees; or
- b) the alteration is due to operational requirements which were not reasonably foreseeable and the Employer makes reasonable efforts to accommodate the views of the affected Employee, where it is practicable to do so. Examples of such operational requirements include, but are not limited to, late notice of special event details or unplanned Employee absences.
- c) Reduction of the length of a shift to avoid paying overtime for the extension of another shift within the roster cycle is not an alteration due to operational requirements for the purpose of this provision.

3.3.13 Where the Employer alters the Operational Roster during the roster cycle to extend the length of a shift and at least 48 hours' notice has been given of that alteration, then no overtime shall be payable by reason of that extension unless the extension causes the rostered hours worked in the fortnightly cycle to exceed or further exceed 80 hours, not including hours paid as additional hours.

Mutual Roster Changes

3.3.14 In accordance with this provision Employees may apply to exchange shifts which:

- a) occur on the same line; or
- b) are both relief shifts where other line allowance already exists; or
- c) facilitates both employees returning to their home line.

3.3.15 For the purpose of sub-clause 3.3.14a), the same line is taken to be any shifts:

- a) on the same Base or Operational Roster; or
- b) between Yanchep north and south rosters; or
- c) between Mandurah north and south rosters; or
- d) between Perth based rosters.

3.3.16 Any application to exchange shifts shall:

- a) be made in writing and signed by both Employees in the form (if any) required by the Employer;
- b) nominate shifts within the same roster cycle;

- c) nominate shifts, the exchange of which, will not breach fatigue management principles for either Employee;
- d) be cost neutral to the Employer;
- e) be provided to the rostering office at least seven days before the commencement of the relevant Operational Roster. Where there is a need for a shift swap whilst the Operational Roster is in effect, an application for such swap should be submitted no later than 48 business hours (2 days) prior to the commencement of the first effected shift, “late” shift exchange applications may be approved.

3.3.17 Applications will be considered on behalf of the Employer by the rostering office who will advise the applicant Employees in writing whether their application has been accepted. The decision whether or not to approve a shift exchange application is at the discretion of the Employer. Compliant applications will not be unreasonably refused.

3.3.18 Where a shift exchange application is accepted:

- a) implementation of the shift exchange will be cost neutral to the Employer;
- b) each applicant Employee will be paid for the ordinary hours and any shift allowances or weekend penalties applicable to the hours the Employee actually worked;
- c) overtime penalties or make-up pay shall not be paid to applicant Employees where it is caused by the exchange of shifts; and
- d) Other Line Allowance will not be paid to applicant Employees in circumstance of subclause 3.3.15b) and 3.3.15c).

3.3.19 The following procedures shall be applied to Employees rostered on duty and not required.

- a) Employees booked on duty but informed before the end of sign-on time that they are not required to commence duty: will be paid two hours pay at the hourly Base Wage Rate or, where applicable, the Aggregated Wage Rate; and may be called upon for further duty without any further prescribed period of rest.
- b) When Employees are rostered on duty and not required, the following provisions apply: Employees booked on duty will not be entitled to any allowance when at least two hours’ notice that they are not required has been given to the Employee. The Employer may notify Employees by telephone, or by other such means as may be agreed between the Employer and the Employee.
- c) An Employee shall not unreasonably refuse to work any Rostered Shift. An Employee who fails to work a Rostered Shift shall not be paid for the shift and the absence may be investigated by the Employer. If the failure to work constitutes misconduct, the Employer

may take disciplinary action against the Employee. If there are other reasons for the absence, the Employer shall discuss with the Employee any reasonable and appropriate means of addressing the issue, which may include but is not limited to: leave of absence, transfer, or regression, depending on all of the circumstances at the time.

3.3.20 Employee Rostering Representatives will be elected for each group of Employees on each roster. The Employee Rostering Representative positions as at the date of registration of this Agreement are listed at Schedule E – Employee Rostering Representatives. The parties may agree to change the positions to be elected to reflect changes in work organisation and any such agreement shall be recorded in writing. Any Employee permanently working on a roster at the time of the election shall be entitled to nominate and vote for the Employee Rostering Representative position for that roster. Elections shall be conducted in a manner agreed between the parties and failing agreement, shall be conducted by the WA Electoral Commission or another independent body. The elected Employee Rostering Representative will hold the position for the life of the Agreement. Where a position falls vacant before the expiry of the Agreement, the vacancy for the remainder of the term shall be filled in a manner agreed between the parties.

3.3.21 Where it is contended that Employees working a roster have been disadvantaged because the Employer has not complied with the requirements of this subclause 3.3, the Employer shall discuss these issues with the elected Employee Rostering Representative for that group and the Union, and will note the issue and any resolution on the agenda of the next meeting of the Consultative Committee. Where agreement or resolution is not achieved, the Dispute Resolution Procedure will remain available to any affected Employee or the Union.

Future Rostering Arrangements

3.3.22 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.

3.4 Special Provisions: Customer Service Branch

3.4.1 Rostering Work Instructions

It is acknowledged that

- a) For the purposes of this clause “Rostering Work Instruction” means the work instruction entitled Rostering of CSAs and PTAs Doc No. 4020-600-024, developed by the Employer in consultation with affected Customer Service Branch Employees, the Customer Service

Consultative Committee, Rostering Representatives and representatives of the Union.

- b) The purpose of the Rostering Work Instruction is to provide guidance on the application of rostering processes in accordance with the parameters provided in this Agreement.
 - c) The Employer may amend the Rostering Work Instruction. Where such amendments are likely to have a significant effect, appropriate consultation shall occur in accordance with clause 7– Consultation of this Agreement.
 - d) The Employer shall provide the Customer Service Consultative Committee, Rostering Representatives and the Union a copy of the Rostering Work Instruction within 14 days of any amendment.
 - e) Any questions, difficulties or disputes arising from the application of rostering processes shall be dealt with in accordance with clause 8 – Dispute Resolution.
- 3.4.2 Relief Lines on Customer Service Base Rosters will show "default" start/finish times and day on/day off patterns to be worked by the Employee working each Relief Line.
- 3.4.3 In the construction of an Operational Roster, and prior to posting a draft Operational Roster, start/finish times and day on/off patterns for relief lines may be altered/adjusted to cover leave, other absences, and temporary customer, operational or organisational requirements including public holidays, special events or training. After posting of the draft Operational Roster per subclause 3.3.9, subclause 3.3.12 applies.
- 3.4.4 There shall be a maximum of 12 ordinary rostered hours per shift.
- 3.4.5 Where a full time Customer Service Assistant /Passenger Ticketing Assistant works for more than 10 ordinary hours in a Rostered Shift ending from midnight Sunday to midnight Friday, a long shift allowance shall be paid for time worked from the commencement of the eleventh rostered hour worked. The allowance will be paid as reflected in Schedule B.
- 3.4.6 Rostered Ordinary Shifts for Customer Service Assistants/Passenger Ticketing Assistants shall not be less than six ordinary hours, but the Employer shall not roster successive six hour shifts over a 12 hour period.
- 3.4.7 Unless directed otherwise, the timing of shift breaks shall be self-managed by Employees, avoiding breaks during peak customer and operational periods.
- 3.4.8 Unless directed otherwise, shift breaks shall be taken separately so as to leave a minimum of one customer service Employee on duty at all times. It is accepted that this does not apply to stations with only one rostered Employee.

3.5 Overtime and Penalty Rates

- 3.5.1 **Additional hours overtime:** Additional hours overtime is time worked by a full time or part time Employee at the request of the Employer in excess of the Employee's ordinary rostered hours for the cycle, including:
- a) time worked in excess of the rostered hours for a shift; and
 - b) shifts worked in addition to those rostered.
- 3.5.2 The Employer shall endeavour to allocate Additional Shifts to Employees on a reasonable and equitable basis.
- 3.5.3 **Reasonable additional hours:** the Employer may require any Employee to work reasonable overtime and the Employee shall work overtime in accordance with such requirement. Where an Employee is requested or rostered to work:
- a) additional hours immediately before or after the Employee's rostered ordinary hours the Employee shall not unreasonably refuse the request, provided that the Employee will not be required to remain on duty for more than two hours beyond the Employee's Rostered Shift except in cases of Emergency; and
 - b) up to one Additional Shift per fortnightly roster cycle or, more than one Additional Shift to meet operational requirements during exceptionally busy periods, including but not restricted to: Australia Day; Royal Show Week; Christmas Pageant; Major Sporting Events and New Year's Eve,
 - c) the Employee shall not unreasonably refuse the request.
- 3.5.4 Notwithstanding the provisions of subclause 3.3.11e) an Employee shall be under no obligation to work an Additional Shift on a day shown on the Base Roster, or for relief lines the draft Operational Roster, as a Protected Day Off. However, should an Employee agree to work on their Protected Day Off, the Employee will be paid at usual additional hours overtime rates.
- 3.5.5 Neither the Union nor any Employee or Employees to whom this Agreement applies shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements set out in subclause 3.5.3 hereof.
- 3.5.6 A full time shift work Employee required to come into work for an Additional Shift will be paid a minimum of five hours pay at the rate applicable to the day. A part time shift work Employee required to come into work for an Additional Shift will be paid a minimum of four hours pay at the rate applicable to the day.
- 3.5.7 Where an Employee wishes to refuse to work requested or rostered overtime, the Employee should notify the Employer at the time the overtime is requested or within 48 hours of the roster being posted. Where the Employer determines an Employee's refusal to be unreasonable and confirms the reasons for that

determination to the Employee in writing, the Employee shall work the additional overtime as directed unless it is resolved otherwise under subclause 3.3.21 or under clause 8.1 - Dispute Resolution Procedure prior to the shift.

Overtime Penalties

3.5.8 Additional hours worked as overtime midnight Sunday to midnight Friday shall be paid at the following rates:

- a) 1.84 times the Base Wage Rate for Employees whose wages are not aggregated;
- b) 1.5 times the Aggregated Wage Rate for full-time Employees whose wages are aggregated; and
- c) 1.7 times the Aggregated Wage Rate for part time Employees whose wages are aggregated.

3.5.9 Additional hours worked on a Saturday or a Sunday shall be paid at:

- a) double the hourly Base Wage Rate for Employees whose wages are not aggregated;
- b) double the Aggregated Wage Rate Employees whose wages are aggregated.

3.5.10 Where more than one penalty applies to time worked, the highest penalty only will be paid.

Penalties for Working on Weekends: The following rates shall apply:

3.5.11 ordinary time worked on Saturday by continuous 24/7 shift work Employees shall be paid at a rate of an additional 50% loading on the Ordinary Wage Rate;

3.5.12 ordinary time worked on Sunday shall be paid at the rate of double the Ordinary Wage Rate; and

3.5.13 where a shift commences on one day and concludes on the following day, hours will be paid at the rate applicable to the day on which they were worked

Penalties for Working on Public Holidays.

3.5.14 Employees required to work on a Public Holiday shall, subject to subclause 6.1.5, be paid at the rate of double time and a half, calculated on the ordinary rate, for all time worked on that day, in lieu of all other penalties which may be payable for work on that day under this Agreement, including as provided by subclauses 3.5.8 and 3.5.9.

3.5.15 Where an Employee works into a day which is a Public Holiday but does not work later than 0400 hours on the Public Holiday, the Employee will be deemed not to have worked on a Public Holiday for the purposes of subclause 3.5.14.

3.6 Shift Breaks

- 3.6.1 An Employee who works a shift which is greater than five hours in duration shall be entitled to a paid shift break of 20 minutes, with five minutes allowed either side of that break.
- 3.6.2 The Employer may stagger the time of shift breaks to meet operational requirements. Shift breaks shall not be rostered to commence before the third or after the fifth hour of duty.
- 3.6.3 An Employee shall not be required to work longer than five hours without a shift break, other than for special operational requirements such as delayed train services or an Emergency.
- 3.6.4 Reasonable alternative shift 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 including the period over which they would apply.
- 3.6.5 An Employee shall be allowed a second shift 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 10. The Employer shall make suitable arrangements for the Employee to take the second shift break.

3.7 Minimum Time Off Duty

- 3.7.1 Subject to this clause, an Employee shall be allowed off duty for a minimum of 10 hours.
- 3.7.2 No Employee shall be called or booked on for duty without having been allowed the minimum period off duty while there is another qualified Employee available who has had the minimum period off duty.
- 3.7.3 When an Employee is brought back on duty without having been allowed the minimum period off duty, such Employee shall:
 - a) be paid at double time rates for all time worked from the commencement of their previous shift until released from duty, and
 - b) then be entitled to be absent until the Employee has had the minimum period off duty without loss of pay for any time the Employee had been rostered to work during such absence.

3.8 Guaranteed Week's Work

- 3.8.1 Full Time Employees: The Employer shall guarantee each full time Employee a full week's work of no less than the ordinary hours nominated in subclause 3.2.1 or any applicable special provision averaged across the Employee's roster. If the ordinary hours vary across a roster, but remain an average of the nominated ordinary hours, then those hours constitute the guaranteed full week's work and there is no obligation on the Employer to add extra "make

up time” to the weekly wage rate for the purposes of bringing one week’s total up to the nominated ordinary hours.

3.8.2 Part Time Employees: The Employer shall guarantee each part time Employee a week’s work of:

- a) 12 ordinary hours; or
- b) the higher number of hours per week expressly agreed in writing from time to time with the Employee or the hours rostered for that Employee, whichever is greater.

3.8.3 Exceptions: The guaranteed week may be reduced as follows:

- a) any period where the Employer is wholly or partially unable to carry on the running of the trains by reason of any actions on the part of any Employee or group of Employees or for any other cause which is beyond the Employer’s control;
- b) any period that an Employee’s hours are varied or not worked due to workers compensation, other authorised leave of absence for disciplinary reasons.

4 WAGES

4.1 Wage Rates

4.1.1 The Base Wage Rates (rounded to two decimal points for hourly rates and one decimal point for weekly rates) applying to positions covered by this Agreement are shown in Schedule A - Wages Tables of this Agreement.

4.1.2 The Ordinary Wage Rates are the Base Wage Rates plus any applicable annualised leave loading, calculated by multiplying the flat rate by 1.013 or 1.019 as the case may be. The product then forms the Ordinary Wage Rates under this Agreement.

4.1.3 **Casual Wage Rates:** The ordinary hourly wage rates for casual Employees do not include annualised leave loading, penalties or other allowances, but do include a loading on the hourly Base Wage Rates listed in Schedule A – Wage Tables as referred to in subclause 2.3.23.

4.1.4 **Trainees:** The wage rate applicable to Trainees shall be 85% of the Base Wage Rate applicable to the base classification of the calling for which the Employee is being trained. This rate will apply to a Trainee for the duration of the training period. 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 calculated on the Trainee rate in this subclause.

4.1.5 **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.

4.2 Wage Increases

- 4.2.1 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 wage that would have been paid had the wages in Schedule A – Wage Tables of this Agreement been paid on and from 22 May 2024.
- 4.2.2 The second wage increase shall operate on and from 22 May 2025.
- 4.2.3 The third wage increase shall operate on and from 22 May 2026.
- 4.2.4 The wage increases provided in this Agreement are in full and final settlement of productivity improvements up to the date of commencement of the Agreement.
- 4.2.5 An Employee who resigns or retires or whose employment is otherwise terminated prior to the registration of this Agreement is not entitled to the retrospective payment provided in subclause 4.2.1.

4.3 Aggregation Of Wages

- 4.3.1 Where agreed between the parties, shift penalties and other allowances may be aggregated and added to the Base Wage Rate to establish an Aggregated Wage Rate. On registration of this Agreement, Aggregated Wage Rates are in place for Customer Service Assistants. Where an Aggregated Wage Rate is established, disaggregation may occur where there is agreement between the parties to do so.
- 4.3.2 Aggregated shift and weekend penalties are the total allowances and penalties for a shift work roster, averaged across Employees working over a full roster cycle, with annual leave discounted to enable Aggregated Wage Rates to be paid to Employees on annual leave.
- 4.3.3 The methodology relating to the Aggregated Wage Rate calculations is described in detail in Schedule C - Aggregation Methodology of this Agreement.
- 4.3.4 While this Agreement is in force, notwithstanding subclause 4.3.3, the Aggregated Wage Rate for Customer Service Assistants rostered to work on the Airport, Armadale, Fremantle, Joondalup, Mandurah and Midland line rosters will be calculated as if those Base Rosters were a single roster, unless the parties agree to Aggregated Wage Rate being calculated upon separate Base Rosters.
- 4.3.5 Where shift penalties and other allowances are not aggregated, penalties and allowances for Ordinary Shifts will be calculated and paid for individual Employees based on the shifts actually worked by those Employees.

4.3.6 Changes to Aggregated Wage Rates:

- a) This subclause applies where
 - i) the Employer modifies the Base Roster for a group of Employees who are paid an Aggregated Wage Rate; and
 - ii) the roster modification will result in a difference of greater than 5% between the Discounted Average Weekly Aggregate Component and the sum a non-aggregated Employee would be paid for the same period averaged over the modified Base Roster.
- b) Where this subclause applies, the Employer will:
 - i) determine a new Aggregated Wage Rate in consultation with the Union using the methodology described in Schedule C - Aggregation Methodology;
 - ii) document any amendments to Aggregate Wage Rates in an Industrial Circular, a copy of which will be supplied to the Union;
 - iii) provide two weeks' notice of any reduction in Aggregated Wage Rates; and
 - iv) pay the amended Aggregated Wage Rate from the first pay period commencing on or after the implementation of the modified Base Roster.

4.4 Payment Of Wages

4.4.1 Wages shall be paid fortnightly.

4.4.2 All wages shall be paid into accounts nominated by the Employee with a bank, building society or credit union.

Recovery of Overpayments

4.4.3 The Employer has an obligation under the *Financial Management Act 2006* to account for public monies. This requires the Employer to recover overpayments made to an Employee.

4.4.4 Any overpayment identified and proven and made to an Employee will be repaid to the Employer within a reasonable period of time.

4.4.5 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.

4.4.6 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.

4.4.7 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.

- 4.4.8 If an amount of repayment cannot be agreed to between the Employer and Employee as per subclause 4.4.7, the Employer may not deduct or require an Employee to repay an amount exceeding 10% of the Employee's net pay in anyone pay period without the Employee's agreement. This will be confirmed in writing with the Employee.
- 4.4.9 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 8.1– Dispute Resolution Procedure. No deductions relating to the overpayment shall be made from the Employee's pay while the matter is being dealt with in accordance with the Dispute Settlement procedure.
- 4.4.10 Nothing in this provision shall be taken as precluding the Employer's legal right to pursue recovery of overpayments.
- 4.4.11 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 subclause.

Underpayments

- 4.4.12 Where the Employer is informed by an Employee that the Employee has not been paid the full amount of remuneration due to the Employee in a fortnightly pay the Employer shall quickly 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.
- 4.4.13 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 subclause 4.4.1 to the nominated financial institution as provided for in subclause 4.4.2 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 banking information or of applicable timekeeping or other information evidencing the Employee's entitlement to the remuneration; or
 - b) due to no fault of or events outside the control of the Employer, such as bank funds transfer errors.
- 4.4.14 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.

4.5 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) of an Employee, can be reduced by and substituted with another, or other benefits.
- 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 A – Wage Tables 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 The Dispute Resolution Procedure contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

4.6 Deferred Wages Arrangement

- 4.6.1 With the written agreement of the Employer, an Employee may elect to receive, over a four-year period, 80% of the wage the Employee would otherwise be entitled to receive in accordance with the relevant Agreement.
- 4.6.2 The Employer will assess each application for deferred salary on its merits and give consideration to the personal circumstances of the Employee seeking the leave.
- 4.6.3 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.
- 4.6.4 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.
- 4.6.5 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.
- 4.6.6 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.

4.7 Classification Structure

- 4.7.1 The classifications of Employees covered by this Agreement are based on the following criteria:
 - a) job requirements defined by the role, responsibilities, indicative tasks and qualifications;
 - b) AQF training and Competency Levels which are essential to perform the position, and
 - c) relativities with Metal Trades Award classifications.
- 4.7.2 The Wages Table at Schedule A – Wages Tables lists the classifications covered by this Agreement.

4.8 Relationship Between Job Description Forms and Classification Definitions

- 4.8.1 The role, responsibilities, duties and qualifications required in a position shall be defined by the Job Description Form for the position, which, for the life of this Agreement, will prevail over the Award Classification Definitions to the extent of any inconsistency in relation to the position's role, responsibilities, duties and qualifications.
- 4.8.2 The title of a position nominated in its Job Description Form may vary slightly from the job titles used in the Classification Definitions, for purposes such as marketing and advertising, but shall refer to the relevant job title in the Classification Definitions.
- 4.8.3 The parties agree that a review of the drafting of the Award's Classification Definitions can be conducted during the life of the Agreement.

4.9 Reclassification And Review

- 4.9.1 An existing position classified under this Agreement may be reclassified to a different level if there is a significant change in the work value after considering the role, skills and knowledge required in the position as would warrant a change in classification level. Any application for reclassification will be determined consistent with the State Wage Fixing Principles and having regard to the Classification Definitions.
- 4.9.2 To be eligible to be reclassified into a position, an Employee must be the substantive occupant of the position and satisfy training and assessment requirements for the reclassified position.
- 4.9.3 Upward Reclassification – temporary allowance. If positions are reclassified upwards, the substantive incumbents of those positions shall be reclassified with the position if, for at least 12 months prior to the date the position was reclassified, they have performed the higher level duties of the reclassified position, and RTO assessments verify that the Employees have already acquired the higher level skills and competencies the Employer stipulates as necessary for the reclassified job. If an Employee is not competent to perform the reclassified position, or is not eligible for reclassification, then the reclassified position will be declared vacant and filled by advertising and selection on merit. The substantive occupant need not be assigned acting opportunities in the position.
- 4.9.4 Downward Reclassification – wage maintenance. If competency profiles and tasks indicate the position should be classified at a lower level, the substantive incumbents shall continue to be paid the wage rate for their original level for the purpose of income maintenance, consistent with the arrangements applied to redeployees. This will continue until such time as the Employee can be transferred into an alternative position equivalent in classification level. Income maintenance allowance will be adjusted in line with movements to the Agreement rates.

5 ALLOWANCES AND FACILITIES

5.1 Shift Work Configurations and Allowances.

5.1.1 Shift Allowance rates and methodologies are contained in Schedule B. They are applicable on or after 22 May 2024 and will be adjusted in each year of this Agreement and according to changes in the Hourly Reference Rate for the same year.

5.1.2 Shift allowances are calculated using the Hourly Reference Rate as follows:

- a) Morning/afternoon shift – 13.5% of the Hourly Reference Rate;
- b) Night shift – 16% of the Hourly Reference Rate;
- c) Late shift – 16% of the Hourly Reference Rate; or
- d) Continuous night shift - 30% of the Hourly Reference Rate

5.1.3 The methodology at clause 5.1.2 will be applied and is payable from 22 May each year.

5.1.4 **Seven Day Shift Work (24/7)**

The Employer may work any part of its business on shifts in accordance with the following provisions;

- a) Afternoon shift: an afternoon shift, which commences before 1800 hours and the ordinary time of which concludes at or after 1830 hours will be paid an allowance as per Schedule B, on all time paid at the ordinary rate.
- b) Night shift: a night shift, which commences at or between 1800 hours and 0359 hours, will be paid an allowance as per Schedule B, on all time paid at ordinary rate.
- c) Early morning shift: an early morning shift, which commences at or between 0400 hours and 0600 hours, will be paid an allowance as per Schedule B, on all time paid at ordinary rate.
- d) Early/Late shift: in addition to the hourly shift work allowance an Employee will be paid an allowance as per Schedule B for any shift where the ordinary time commences or finishes at or between 0101 hours and 0359 hours.
- e) Continuous night shift: the allowances in subclauses 5.1.4 (a) to (d) shall not apply to Employees continuously on night shifts which start and finish between 1800 and 0600 hours. Instead, these Employees will be paid a shift work allowance on ordinary time worked between 1800 and 0600 at the rate as per Schedule B per hour.
- f) Employees paid under this subclause and working an average 40 hour week on continuous night shift or continuous shift work across a 24

hour/7 day roster are entitled to five weeks of annual leave with 1.9% annualised leave loading unless wages are disaggregated.

- g) provided that shift penalties specified above do not apply to ordinary shift work hours on Saturday and Sunday, midnight to midnight, which is paid as follows: ordinary hours on Saturday are paid with a 50% loading and ordinary hours on Sunday are paid with a 100% loading, calculated on Ordinary Wage Rates.
- h) in calculating the allowance under this clause, broken parts of an hour less than 30 minutes on any shift shall be disregarded and 30 minutes to 59 minutes paid as one hour.

5.1.5 Five Day Shift work (Monday to Friday)

- a) The Employer may, if the Employer so desires, work any part of the establishment on shift work as part of the ordinary hours per week, Monday to Friday. The Employer shall consult affected Employees beforehand and, notify the Union of the intention to introduce shift work. The Employer shall post the new shift work roster at least 21 days in advance of the start date and thereafter post the roster with 14 days' notice.
- b) An Employee shall be rostered to work no less than five consecutive afternoon or night shifts, for the roster to constitute shift work for the purposes of this subclause.
- c) An Employee who is not rostered to work five consecutive afternoon or night shifts, is not considered to be working shifts pursuant to this subclause. In which case, all time worked outside the ordinary spread of hours between 0600 to 1800 Monday to Friday, shall be paid at overtime rates of time and a half for the first two hours, and double time thereafter, with each day to stand alone. Proving that the five consecutive night shifts per roster cycle may be varied by agreement between the parties, in accordance with fatigue management principles.
- d) For the purposes of this subclause, day shift means an ordinary working shift commencing after 0600 hours and ending at or before 1800 hours, Mondays to Fridays; and night shift means a shift where ordinary time commences at or between 1800 hours and 0359 hours.
- e) Other than day shift: All time worked on shifts except the day shift shall be paid at the rate of time and a quarter (1.25) times the hourly Ordinary Wage Rate, for the first eight hours of the shift, and at the rate of time and a half thereafter.
- f) Unless prescribed otherwise elsewhere in this Agreement, when working additional hours outside rostered ordinary hours after (weekday) afternoon or night shifts, overtime rates are calculated on the ordinary hourly shift work rate inclusive of the 25% loading for afternoon or night shift, provided that in no circumstances shall the maximum payment exceed double time.

- g) Any time worked on Saturday and Sunday is considered additional hours for the purposes of this subclause and is paid at weekend overtime rates of double the hourly Ordinary Wage Rate from midnight Friday to midnight Sunday.
- h) Employees working Monday to Friday on day or afternoon shifts are entitled to four weeks annual leave with 1.3% annualised leave loading.

5.2 Travelling Time

- 5.2.1 **Work Location:** Employees are required to work at any designated location on the suburban rail system or otherwise within the suburban area and travel to and from such locations as rostered or otherwise directed, and this may include the Employee driving in a motor vehicle or travelling as a passenger at any time during a shift.
- 5.2.2 **Changes to Work Location:** Full-time Employees will be appointed to a home line or base on the suburban rail system. The Employer reserves the right to:
 - a) permanently transfer an Employee to another home line or base within the suburban area, including any location on the suburban rail system after reasonable consultation with the Employee; or to
 - b) temporarily require an Employee to start or finish work at a work location on the suburban rail system or otherwise within the suburban area other than the Employee's home line or base.
- 5.2.3 Travelling between home to work and return shall be in the Employee's own time and at the Employee's own expense unless expressly provided otherwise under this Agreement.
- 5.2.4 **Temporary Changes in Usual Travel Requirements:** Where an Employee is required to commence and finish their shift on a line or at a location other than their home line or base, the Employer shall return the Employee at the end of the shift to the location of shift commencement except where otherwise agreed between the Employer and the Employee.
- 5.2.5 **Other Line Allowance:** On any day where the shift of a Passenger Ticketing Assistant or Customer Service Assistant is required to and does commence on a line or at a location other than the Employee's home line or base, the Employee shall receive an additional payment of one and a half hours pay at the Base Wage Rate.
- 5.2.6 Where a Passenger Ticketing Assistant or Customer Service Assistant is required to commence work on a line or at a location other than their home line or base but the travelling time can be incorporated within the shift, no additional payment will apply.
- 5.2.7 For the purposes of subclause 5.2.5, "line" and "location" will be treated as other than the Employee's home line or base where the work required to be

done on that line or at that location is not rostered on the Employee's usual roster.

5.2.8 Travelling Time and Expenses: Where an Employee other than a Passenger Ticketing Assistant or Customer Service Assistant is temporarily required to start or finish work at a work location other than the Employee's home line or base within the suburban area, and the distance is further than ordinarily required from the Employee's usual residence to the Employee's home line or base, the following provisions may apply:

- a) if the time taken in travelling between the Employee's usual place of residence and the temporary work place exceeds the time normally taken in travelling between the usual place of residence and the Employee's home line or base, the Employee is entitled to be paid for such excess travelling time at the Ordinary Wage Rate, calculated on the basis of the mode of transport used on the day concerned. Travelling Time shall not be construed as overtime worked and is not payable at overtime rates.
- b) if the fares actually and reasonably incurred in such travelling exceed the fares normally paid by the Employee in travelling between the Employee's usual place of residence and the Employee's home line or base, the Employer will be reimburse the difference.
- c) subject to the prior approval of the General Manager, where an Employee uses the Employee's own means of transport to travel from the Employee's usual place of residence to the temporary work place and the distance the Employee is required to travel is greater than the distance the Employee travels from the usual place of residence to the Employee's home line or base, the Employee will be paid the rate per kilometre as prescribed by the *Public Service Award 1992* Schedule F and G for any additional distance travelled. The rates payable in this subclause shall be adjusted in accordance with adjustments to *Public Service Award 1992* Schedule F and G as notified by Department of Commerce Award Circular.

5.2.9 The provisions of subclause 5.2.8 do not apply to an Employee whose Base Roster includes shifts that start or finish at locations other than the home line or base. Provided that if such an Employee is not working in their usual job, the only applicable payment for which the Employee is eligible for travelling would be any applicable payment due under this subclause.

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 \$7.70 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, King'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, excluding Easter Sunday, the holiday shall be observed on the next succeeding Monday.

Easter Sunday shall be observed as a holiday only on the proclaimed Sunday.

When Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.

- 6.1.3 In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- 6.1.4 Any hours worked on a public holiday from midnight to midnight, shall be paid at double time and a half unless the Rostered Shift commenced before midnight and finished prior to 0300 hours, in which case time after midnight shall not be counted as time worked on a public holiday.
- 6.1.5 Employees may elect to accrue a portion of the time worked on a public holiday and take this as time off in lieu of payment prescribed at subclause 6.1.4 where this arrangement is requested and agreed by the Employer before working that public holiday. Where a request is outside of the parameters of this subclause, approval is at the sole discretion of the Employer.
- 6.1.6 Where this arrangement applies, payment for hours worked on the public holiday will exclude payment for time nominated for accrual.
- 6.1.7 An Employee who would have been rostered but is not required to work an ordinary shift because that shift falls on a public holiday, will be paid at the rate of ordinary time for the time the Employee would have worked on that day had it not been a holiday.

- 6.1.8 If a public holiday falls on a day on which an Employee is not rostered for work, the Employee will be paid an additional eight hours pay at the Employee's Ordinary Wage Rate.
- 6.1.9 All time worked in excess of or outside of the usual working hours in any one day on a public holiday shall be paid at the rate of 'double time and one half' and it shall be the maximum penalty payable.
- 6.1.10 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. All holidays to be computed at eight hours per day on hourly Ordinary Wage Rates.
- 6.1.11 An Employee who finishes a shift no later than 0400 hours on any holiday and is not again booked for duty for that day shall be treated as having had a paid holiday pursuant to subclause 6.1.7.
- 6.1.12 When an Employee is off duty owing to leave without pay, illness, or injury, including accidents on or off duty except time for which the Employee is entitled to claim personal leave, any holiday falling during such absence shall not be treated as a paid holiday.
- 6.1.13 Where the Employee, however, is on or is available for duty on the working day immediately preceding a paid holiday or resumes or is available for duty on the working day immediately following a holiday, the Employee shall be entitled to a paid holiday on such holiday.
- 6.1.14 In accordance with the long service leave conditions for State Government wages employees any 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.
- 6.1.15 A part-time Employee is entitled to the provisions of this clause provided that such holidays occur on a day which the Employee is ordinarily contracted to work.

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 Ordinary Wage Rate for those Employees whose wages are not aggregated and the Aggregated Wage rate for those whose wages are aggregated;
- 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 subclause 6.3.3;
- 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 Rostering of Leave

- 6.3.1 Unless otherwise agreed between the parties, every year, the Employer shall post a roster showing the planned dates for clearance of leave by Employees over the following financial year. The leave roosting arrangements shall provide for Employees to share equitably the opportunity for clearance of leave at particular seasons and periods of demand.
- 6.3.2 During the Royal Show period, leave clearance will be minimised to meet increased service requirements.
- 6.3.3 For purposes of constructing this roster, each Employee will be required to nominate a preferred commencement date or dates for the clearance of the accrued leave, taking into account that:
 - a) Long Service Leave is to be taken at a mutually convenient time but the Employer may direct an Employee to take a long service entitlement in accordance with subclause 6.8.13.
 - b) Unless otherwise agreed between the Employer and the Employee, annual leave is to be taken within 12 months from the date at which the annual leave became due.
 - c) Notwithstanding subclause b) above, annual leave may be cleared in more than one part, consistent with the following conditions:
 - i) an Employee may, with the consent of the Employer, take short-term annual leave, not exceeding five days in any leave year.
 - ii) with the consent of the Employer, annual leave may be deferred and accrue beyond one year's entitlement.
 - iii) the decision to grant or refuse the application will be at the Employer's discretion. At the time of the application, an Employee seeking deferment must nominate specific provisional dates in the following year when the deferred leave can be taken 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 later submit a further leave

request for the deferred leave seeking to vary the provisionally agreed dates, which will be treated no less favourably than a new leave request.

- iv) the provisions of this subclause are subject to section 25 of the *Minimum Conditions of Employment Act 1993* which provides that an Employee may give the Employer two weeks' notice of the Employee's intention to take annual leave, the entitlement to which accrued more than 12 months before that time, where the Employer and the Employee have not agreed when the Employee is to take their annual leave.
- v) Employees shall be consulted prior to the Employer changing annual leave arrangements and the Employer should make reasonable efforts to accommodate Employee views prior to implementing changes, where practicable to do so.
- vi) Where an Employee does not nominate dates for the clearance of annual leave the Employer may designate a date for clearance of the leave within 12 months of that leave falling due. The Employer shall give 30 days' notice to Employees of the day on which the annual leave is to commence.
- d) Employees seeking to cash out accrued annual leave or long service leave may request to do so as part of the leave rostering process in accordance with subclause 6.9.
- e) Employees seeking a purchased leave arrangement must request to take that leave in the next financial year in accordance with subclause 6.23.

6.4 Annual Leave

- 6.4.1 Employees, other than those required to work over the seven days of the week or the 24 hours of the day, shall be entitled to 160 hours (40 hour week Employees) of annual leave per year after 12 months of continuous service.
- 6.4.2 Continuity of service and the accrual of leave will not be affected by an Employee taking annual leave.

Additional Week of Annual Leave

- 6.4.3 Employees working 24 hour/7 day continuous shift work rosters, or continuously rostered on consecutive night shifts, shall be allowed an additional week's annual leave each year on full pay in addition to the leave prescribed under subclause 6.4.1 above (i.e. 200 hours of annual leave per year).
- 6.4.4 This provision of this subclause shall also apply to any other Employee whose ordinary hours of work can be extended over Saturdays and holidays and whose hours of duty vary throughout the 24 hours of the day and also work on Sundays.

- 6.4.5 Notwithstanding anything elsewhere contained in this Agreement, this subclause shall not apply to any Employee whose ordinary hours of work must be completed between Monday to Friday inclusive, except where expressly provided for in a term of this Agreement.
- 6.4.6 Annual leave entitlements shall accrue pro rata on a weekly basis as hours, as prescribed under the *Minimum Conditions of Employment Act 1993*.
- 6.4.7 Employees shall be paid for annual leave at their graded rates of pay when such annual leave is taken.
- 6.4.8 No deduction shall be made from annual leave for the period any Employee is off duty on paid personal leave. In the case of personal leave without pay for which a medical certificate has been provided only that period in excess of three months shall be deducted from qualifying service for annual leave.

Part Time Employees

- 6.4.9 Part time Employees will be granted annual leave in the proportion that the number of ordinary hours worked bear to full time Employees, and:
- a) for Employees who consistently worked a regular number of ordinary hours during the whole of their qualifying service, they will continue to be paid on that basis during their leave;
 - b) for Employees who worked a varying number of weekly hours during their qualifying service, they will be paid on the basis of the average ordinary hours worked during their qualifying service;
 - c) For the purposes of this subclause ‘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.

Annual Leave Loading

- 6.4.10 Annual leave loading shall be paid to Employees on the taking of annual leave and shall be paid in lieu of any other allowances and penalties paid in addition to the Base Wage Rate. Wage rates during periods of annual leave exclude Additional Shift, weekend, and overtime penalties.
- 6.4.11 During annual leave, those shift work Employees whose wage rates are not aggregated may receive an annual leave loading calculated on the Employee’s applicable Base Wage Rate.
- 6.4.12 Shift work Employees whose wages are aggregated are paid an annualised leave loading as part of the Aggregated Wage Rate and are not entitled to any additional loading on the taking of annual leave.
- 6.4.13 Where wages are not aggregated, annual leave loading will be paid as follows:

- a) day workers – Employees who would have worked on day work only had they not been on leave – will be paid a loading of 17.5%.
- b) shift workers – Employees working over seven days of the week or 24 hours of the day had they not been on leave – will be paid whichever is the greater of a loading of 20% or, the average shift loading (including relevant weekend penalty rates) as agreed between the parties under subclause 6.4.16.

6.4.14 The amount of annual leave loading for Employees entitled to four weeks’ annual leave for each completed year of service shall not exceed a rate equivalent to 17.5% of four weeks’ salary of a General Division Level 8.1 employee as per Schedule 2 – General Division Salaries under 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 for the life of this Agreement are shown in the following table.

Maximum Leave Loading for annual leave:	Maximum
Commencing on or after 1 January 2024	\$1,940.28
Commencing on or after 1 January 2025	TBC
Commencing on or after 1 January 2026	TBC

a)

6.4.15 The amount of annual leave loading for Employees entitled to five weeks’ annual leave for each completed year of service shall not exceed an amount of 5/4th of a rate equivalent to 17.5% of four weeks’ salary of a General Division Level 8.1 employee as per Schedule 2 – General Division Salaries under 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 for the life of this Agreement are shown in the following table.

Maximum Leave Loading for annual leave:	Maximum
Commencing on or after 1 January 2024	\$2,425.35
Commencing on or after 1 January 2025	TBC
Commencing on or after 1 January 2026	TBC

a)

6.4.16 At the time of registration, the annual leave loading agreed between the parties to be payable for Passenger Ticketing Assistants was as set out in Schedule D to this Agreement. As part of the consultation about any change to Base Rosters covering disaggregated Employees, there shall be an exchange of letters between the Employer and the Union agreeing the annual leave loading payable for the duration of the 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 that roster and acknowledging that the annual leave loading cap figure from time to time (as referred to in subclause 6.4.15 will prevail where applicable.

6.4.17 Where an Employee whose substantive position is not aggregated receives annualised leave loading as part of a higher duties allowance, this will not affect their entitlement to annual leave loading for the purposes of subclause 6.4.13 of this provision.

Annualised Leave Loading

6.4.18 For the purpose of annualising leave loading, a value of 1.3% is added to the Base Wage Rate and factored into the Ordinary Wage Rates for Employees on four weeks annual leave and 1.9% is added to the Base Wage Rate and factored into the Ordinary Wage rate for Employees required to work over the seven days and/or 24 hours of the day.

6.5 Personal Leave

- 6.5.1 There is no entitlement to authorised personal leave other than in accordance with this clause.
- 6.5.2 Personal leave, in relation to an Employee, means leave taken by the Employee
- a) because of personal circumstances affecting the Employee; or
 - b) to provide care or support to a member of the Employee's family or household because of personal circumstances affecting the member.
- 6.5.3 Personal circumstances, in relation to an Employee, means –
- a) personal illness or injury affecting —
 - i) the Employee; or
 - ii) a member of the Employee's family or household;
 - b) an unexpected emergency affecting a member of the Employee's family or household.
- 6.5.4 "Member of the Employee's family or household" means any of the following persons:
- a) the Employee's spouse or de facto partner;
 - b) a child, step child or grandchild of the Employee (including an adult child, step child or grandchild);
 - c) a parent, step parent or grandparent of the Employee;
 - d) a sibling of the Employee;
 - e) any other person who, at or immediately before the relevant time for assessing the Employee's eligibility to take leave, lived with the Employee as a member of the Employee's household.
- 6.5.5 Personal leave is not to be used for circumstances normally met by other forms of leave.
- 6.5.6 References to illness in this subclause include physical and psychological ill health.

Mental Health

- 6.5.7 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.
- 6.5.8 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 (JCC) on progress as appropriate.
- 6.5.9 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 JCC with data on completed training.

Entitlement

- 6.5.10 An Employee shall be entitled to 100 hours of paid personal leave for each completed year of service.
- 6.5.11 Personal leave shall be paid for at the Employee's classified rate of pay (including any applicable shift penalties) or established aggregation.
- 6.5.12 Paid personal leave will be debited for the actual number of rostered hours lost due to personal circumstances that the Employee would have otherwise worked had the Employee not been absent.
- 6.5.13 Provided that if the Employee was engaged on duties carrying a higher rate and was entitled to payment at that higher rate for the whole of the day or shift immediately prior to the Employee ceasing duty the Employee shall be paid for personal leave at that higher rate for the period the Employee would have continued to work in the higher position had the Employee not ceased duty because of personal circumstances.
- 6.5.14 Personal leave entitlements due under this subclause will accrue pro rata on a weekly basis. In subclause 6.5.10 "year" does not include any period of unpaid leave.
- 6.5.15 Part Time Employees accrue personal leave pro rata according to ordinary hours worked.
- 6.5.16 Unused personal leave entitlements will accumulate from year to year and may be availed of the next or succeeding years.
- 6.5.17 Leave of absence due to personal circumstances is not authorised personal leave unless taken as entitlement under the terms and provisions of this subclause. Unauthorised absence shall be unpaid time. Unauthorised absence

shall be discussed between an Employer and Employee and where no reasonable explanation is provided to the Employer, the absence may be construed as misconduct warranting institution of disciplinary procedures.

- 6.5.18 The Employee is not entitled to be paid for any period of absence from work resulting from personal circumstances involving personal illness or injury affecting the Employee if the circumstances are attributable to either of the following in the course of the Employee's employment –
- a) The Employee's serious and wilful misconduct; or
 - b) The Employee's gross and wilful neglect.
- 6.5.19 Continuity of service and the accrual of leave will not be affected by an Employee taking paid personal leave.

Duty to Notify

- 6.5.20 An Employee unable to attend work as required due to personal circumstances, must notify the Employer at least three hours, or as soon as is practicable, before the required start 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.
- 6.5.21 An Employee who is absent from duty and whose next rostered working shift commences prior to 1200 hours must 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 must inform the Employer of the Employee's availability for duty by 0900 hours on the same day.

Evidence

- 6.5.22 An Employee who claims to be entitled to paid or unpaid personal leave must provide the Employer evidence that would satisfy a reasonable person of the entitlement for any absence due to personal circumstances:
- a) which occurs after five separate absences without evidence in any one financial year;
 - b) which exceeds two consecutive days.
- 6.5.23 The following provides guidance as to the minimum requirement under 6.5.22 to constitute evidence that would satisfy a reasonable person:
- a) a medical certificate from a medical practitioner confirming the Employee is unfit for work; or
 - b) certificate from a pharmacist or registered health care provider; or
 - c) other evidence of the personal circumstances that would satisfy a reasonable person.

6.5.24 An Employee who claims to be entitled to paid or unpaid personal leave under subclause 6.5.2b) for the provision of care or support to a member of the Employee's family or household because of personal circumstances affecting the member must:

- a) provide evidence that would satisfy a reasonable person to the Employer of the personal circumstances of the family member if requested by the Employer to do so; and
- b) provide evidence of the Employee's relationship and the nature of the support required to be provided to the member of the Employee's family or household acceptable to a reasonable person if requested by the Employer to do so.

6.5.25 The following provides guidance as to the minimum requirement under 6.5.24 to constitute evidence that would satisfy a reasonable person;

- a) a medical certificate which refers to the illness or injury of the member of the Employee's family or household;
- b) certificate from a pharmacist or registered health care provider; or
- c) a carer's certificate from a hospital, health care service or registered health care provider; and
- d) 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 that would satisfy a reasonable person (e.g. a signed statement).

6.5.26 Where an Employee is ill or injured during a period of annual leave and produces at the time, or as soon as practicable thereafter, satisfactory medical evidence that 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, at a time convenient to the Employer, additional leave equivalent to the period of illness or injury falling within the rostered period of annual leave.

6.5.27 Where an Employee is ill or injured during a period of long service leave and produces at the time, or as soon as practicable thereafter, satisfactory medical evidence that 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, at a time convenient to the Employer, additional leave equivalent to the period of illness or injury falling within the rostered period of long service leave.

Personal Leave Without Pay Whilst Ill or Injured

6.5.28 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.

- 6.5.29 Personal leave without pay not exceeding a period of three months in a continuous absence does not affect salary 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.
- 6.5.30 Personal leave without pay is not available to Employees who have exhausted all of their paid personal leave entitlements and are seeking leave for circumstances outlined in subclause 6.5.2b). However, other forms of leave, including unpaid carer's leave and leave without pay, may be available.

Workers' Compensation

- 6.5.31 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.
- 6.5.32 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), 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.

Unpaid Carer's leave

- 6.5.33 Subject to the provisions of paragraph (b) of this subclause, 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:
- a) Personal Circumstances affecting the member; or
 - b) the birth of a child of the member.
- 6.5.34 An Employee is entitled to unpaid carer's leave for a particular permissible occasion only if the Employee cannot take paid personal leave during the period.
- 6.5.35 The definition of family or household is the same as provided in subclause 6.5.4.
- 6.5.36 The Employer may grant an Employee unpaid carer's leave in excess of two days.
- 6.5.37 Unpaid carer's leave may be taken on an hourly basis.

6.6 War Caused Illnesses

- 6.6.1 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 leave of 15 working days per annum.
- 6.6.2 Paid leave under this clause:
- a) may accumulate up to a maximum of 45 working days;
 - b) is to be recorded separately to the Employee's normal personal leave entitlement;
 - c) is only to be accessed for sickness related to the war-caused illness; and
 - d) may be accessed despite normal personal leave credits being available.
- 6.6.3 An application for paid leave under this clause is to be supported by evidence that would satisfy a reasonable person of the entitlement.

6.7 Bereavement Leave

- 6.7.1 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;
 - 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.

- 6.7.2 On request of the Employee, 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.
- 6.7.3 The three days need not be consecutive.
- 6.7.4 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.

- 6.7.5 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.
- 6.7.6 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 subclause 6.7.1 or 6.7.2 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.

Travelling time for Regional Employees

- 6.7.7 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.
- 6.7.8 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.
- 6.7.9 The provisions of subclauses 6.7.7 and 6.7.8 apply 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.

6.8 Long Service Leave

- 6.8.1 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.

- 6.8.2 Where a public holiday falls within an Employee's period of long service leave such day shall be deemed to be a portion of the long service leave and no other payment or benefit shall apply.
- 6.8.3 Long service leave may be taken in periods of four weeks or more, at a mutually agreed time. The Employer may in its discretion approve a request from an Employee to take long service leave in periods of less than four weeks.
- 6.8.4 By agreement with the Employer, the entitlement can be taken as follows:
- a) 13 weeks on full pay;
 - b) 26 weeks on half pay; or
 - c) 6.5 weeks on double pay.
- 6.8.5 Subject to subclause 6.8.4, an Employee can take their long service leave entitlement in any combination of full, half, and double pay.
- 6.8.6 Long service leave shall be paid at the Employee's rate of pay as prescribed in the wages clause or as specified for rostered Employees.
- 6.8.7 Employees within seven years of their preservation age under the 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.
- 6.8.8 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 Invitro Fertilisation Programme, provided the Employee has completed three years' service and produces written confirmation from an appropriate medical authority of the dates of involvement in the programme; 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.
- 6.8.9 Except as provided under sub clause 6.8.8, an Employee who resigns from their employment with the Employer between seven and 10 years of service has no entitlement to pro rata long service leave on termination.

- 6.8.10 Absence on long service leave does not affect continuity of service or the accrual of leave. 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.
- 6.8.11 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.
- 6.8.12 If the ordinary hours of employment of an Employee have varied during the qualifying period, the Employee shall be paid a rate based on the average number of ordinary hours worked over the Employee’s full qualifying period, consistent with clause 15 of the *State Government Wages Employees Long Service Leave General Order* made on 16 December 1985 [66 WAIG 319].
- 6.8.13 The Employer may direct an Employee to take a long service entitlement that has been accrued for more than three years.
- 6.8.14 Where an Employee is directed to take long service leave entitlement, it will be taken within 12 months of the direction, at a time agreed between the Employer and the Employee.
- 6.8.15 Where a time cannot be agreed within the 12 month period, the Employer will determine the date on which the Employee will be required to start long service leave. Provided that the Employer shall give at least 30 days’ notice to the Employee of the day on which the long service leave is to commence.

6.9 Employee Initiated Cash Out of Accrued Annual Leave or Long Service Leave

- 6.9.1 The parties agree on the importance of Employees taking annual leave and long service leave for the purposes of rest and recreation.
- 6.9.2 This clause however recognises that, notwithstanding the importance of leave referred to in subclause 6.9.1, some Employees may have excess annual leave or long service leave. This clause at the initiative of the Employee provides for Employees to receive payment in lieu of some of their unutilised accrued annual leave and long service leave.
- 6.9.3 Subject to subclause 6.9.4 the Employer and Employee may agree that the Employee forego part of the Employee’s entitlement to accrued annual leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made. The payment includes any applicable annual leave loading in accordance with subclauses 6.4.10 to 6.4.17 of this Agreement, where the leave loading has not been annualised.
- 6.9.4 The following criteria shall apply to the cashing out of accrued annual leave:
 - a) the Employee initiates a written request, to their Employer, to cash out accrued annual leave;
 - b) the Employer agrees in writing to the request by the Employee;

- c) there is an annual leave entitlement that has accrued in previous years;
 - d) no more than 50% of the Employee's total accrued annual leave entitlement can be cashed out;
 - e) the remaining entitlements are not less than two weeks accrued annual leave, which the Employee agrees to take in that year;
 - f) each instance of cashing out of annual leave must be a separate written agreement between the Employer and Employee; and
 - g) annual leave accruing in the year the request for cashing out is made cannot be cashed out in that year.
- 6.9.5 Subject to subclause 6.9.6, the Employer and Employee may agree that the Employee forego part or all of the Employee's entitlement to accrued long service leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made.
- 6.9.6 The following criteria shall apply to the cashing out of accrued long service leave:
- a) there is an existing accrued long service leave entitlement;
 - b) the Employee initiates a written request to their Employer to cash out any portion of accrued long service leave;
 - c) the Employer agrees in writing to the request by the Employee; and
 - d) each instance of cashing out of long service leave must be a separate written agreement between the Employer and Employee.
- 6.9.7 It is the Employee's responsibility to seek information on any taxation implications arising from the payout of annual leave or long service leave.

6.10 Cultural and Ceremonial Leave

- 6.10.1 Cultural and or ceremonial leave shall be available to all Employees.
- 6.10.2 Such leave shall include leave to meet the Employee's customs, traditional law and to participate in cultural and ceremonial activities.
- 6.10.3 Employees are entitled to time off without loss of pay for cultural or ceremonial purposes, subject to agreement between the Employer and Employee and sufficient leave credits being available.
- 6.10.4 The Employer will assess each application for ceremonial or cultural leave on its merits and give consideration to the personal circumstances of the Employee seeking the leave.
- 6.10.5 The Employer may request reasonable evidence of the legitimate need for the Employee to be allowed time off.

6.10.6 Cultural or 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 officer's accrued long service leave entitlements, but in full days only; or
- c) accrued days off.

6.10.7 Time off without pay may be granted by arrangement between the Employer and the Employee for cultural or ceremonial purposes.

6.11 Cultural Leave for Aboriginal and Torres Strait Islanders

6.11.1 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.

6.11.2 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.

6.11.3 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.

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

6.11.5 If an Employer requires an Employee to attend to business associated with an Aboriginal and 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.

6.11.6 Cultural leave granted under this clause is in addition to the leave provided by clause 6.7 – Bereavement Leave of this Agreement and clause 6.10 – Cultural and Ceremonial Leave.

6.12 Blood and/or Plasma Donors Leave

6.12.1 Subject to operational requirements, Employees shall be entitled to absent themselves from the workplace in order to donate blood and 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.
- 6.12.2 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.
- 6.12.3 Employees shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.
- 6.12.4 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.

6.13 Witness And Jury Service

Witness Service

- 6.13.1 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.
- 6.13.2 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 subclause 6.13.1, the Employer shall on request roster an alternative rostered day off. The Employee is not entitled to accept any witness fee.
- 6.13.3 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 fee or travelling expenses as soon as practicable after the default, notify the Employer.
- 6.13.4 An Employee subpoenaed or called, as a witness on behalf of the Crown and/or the State, 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 fees.
- 6.13.5 An Employee subpoenaed or called as a witness under any other circumstances, other than specified in subclauses 6.13.2 and 6.13.4 of this provision, 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

- 6.13.6 An Employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the supervisor/manager who shall notify the Employer.
- 6.13.7 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.
- 6.13.8 The parties acknowledge that as at the date of registration of this Agreement the Employer is required under the *Juries Act 1975* 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 plus a 20% loading will reflect the Employee's reasonable expectation of payment during that period.
- 6.13.9 An Employee granted leave of absence as prescribed in subclause 6.13.7 of this provision is not entitled to retain any juror's fees.

6.14 Parental Leave

Preliminary

- 6.14.1 This clause replaces the maternity, other parent, adoption, other parent and partner leave provisions in the predecessor agreement.
- 6.14.2 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 6.14.6d);
 - d) “flexible parental leave” means unpaid parental leave taken by an Employee under sub clause 6.14.18;
 - e) “parental leave” means leave to which an Employee is entitled under sub clauses 6.14.4 to 6.14.20;
 - 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 6.15;

- 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;
- i) “public sector industrial instrument” means this Agreement, the Applicable Award or any other relevant industrial instrument that applies to the public sector.

6.14.3 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

6.14.4 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
 - ii) 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 6.14.6– 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 6.14.12– 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 6.14.6 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.

6.14.5 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 6.14.5c)
- 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 6.14.7 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.

6.14.6 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.

6.14.7 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 6.5– 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.

6.14.8 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 6.14.15— Interaction with other leave entitlements;
 - ii) any period during which the Employee engages in special parental leave employment as referred to in sub clause 6.14.17;
 - 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 6.14.12 because the child is hospitalised after birth.
- c) An Employee may, at any time but subject to the notice requirements of sub clause 6.14.9 —
- d) cancel or delay the commencement of their proposed parental leave; or
- e) shorten their period of parental leave; or
- f) extend their period of parental leave up to the maximum period of leave to which they are entitled.
- g) 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.

6.14.9 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.

6.14.10 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 6.14.6– 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.

6.14.11 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 month 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 month period.

6.14.12 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 (20) 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:
 - f) the child dies; or
 - g) the pregnancy ends without the birth of a living child within twenty weeks before the expected date of birth.
- h) 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).

- i) 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.
- j) 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).

6.14.13 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 (12) 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 6.14.17.

- h) For the purposes of determining the amount of paid parental leave of an Employee to whom sub clause 6.14.22- Modification of duties and transfer to safe job applied, the ordinary working hours of the Employee are the ordinary working hours before the modification of or absence from work under that clause.

6.14.14 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 6.14.14d) 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 21 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.

6.14.15 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 6.14.20 – 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.

6.14.16 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.

6.14.17 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 6.14.15;
 - 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 (4) 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.

6.14.18 Flexible unpaid parental leave

- a) An Employee may take up to thirty (30) days of their entitlement to unpaid parental leave in separate periods of one or more days each as follows ("flexible parental leave") —
- b) the flexible parental leave may only be taken within the period of twenty-four (24) months after the birth or date of placement for adoption of the child;
- c) the flexible parental leave may be taken after the Employee takes other parental leave in connection with the same child.
- d) However, further unpaid parental leave (including any extension of unpaid parental leave under sub clause 6.14.14) cannot be taken by an Employee after any flexible parental leave is taken by the Employee in connection with the same child.
- e) 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).

6.14.19 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 6.14.22; 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 not 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 (4) 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 (21) 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.

6.14.20 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 (14) calendar days; and
 - ii) is to be taken into account if it does not exceed fourteen (14) calendar days.
- f) An Employee on parental leave can terminate their employment at any time in accordance with sub clause 2.11– Notice of Termination 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

6.14.21 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.

6.14.22 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).

6.14.23 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 28 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 6.14.20– 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

6.14.24 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.

6.14.25 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 (16) 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 (6) 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.

6.14.26 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.

6.14.27 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.

6.15 Partner Leave

6.15.1 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 16 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 overtime, flexi leave or banked hours;
 - iv) unpaid leave.
- e) However, an eligible casual Employee can only take partner leave as unpaid leave.

6.15.2 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 (8) 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 12 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.

6.15.3 Miscellaneous provisions relating to partner leave

- a) An Employee who intends to take partner leave is required to give at least four 4 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 6.14.20– 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.

6.16 Grandparental Leave

6.16.1 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
 - iii) the grandchild is not (otherwise than because of the adoption) the grandchild or grand stepchild of the Employee.
- d) An Employee has only a single entitlement, and not separate entitlements, to grandparental leave for grandchildren of a multiple birth or adoption.
- e) 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.

6.16.2 Period of grandparental leave to which eligible Employee entitled

- a) An eligible grandparent is entitled to 52 weeks of unpaid grandparental leave.
- b) The period of grandparental leave —
 - i) can commence any time within 24 months after the birth or date of placement for adoption of the Employee’s grandchild; and

- ii) must conclude within the period of 12 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.

6.16.3 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 6.14.16– Communication during parental leave and sub clause 6.14.20 – 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.

6.17 Superannuation on Unpaid Parental Leave

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

- a) unpaid parental leave under sub clause 6.14.4– Nature of parental leave or
- b) unpaid special pregnancy leave under sub clause 6.14.23– Unpaid special pregnancy leave.

6.17.2 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.

6.17.3 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 maternity leave, paid adoption leave or paid other parent leave for that period, in accordance with the following; and exclusive of shift and weekend penalties:
 - 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;

6.17.4 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.

6.17.5 Superannuation contributions will be made in accordance with the *State Superannuation Act 2000* and the *State Superannuation Regulations 2001*.

6.18 Foster Carer’s Leave

6.18.1 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.

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

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

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

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

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

6.18.7 The entitlement to foster carer leave, in accordance with sub clause 6.18.2, for casual Employees applies to the extent of their agreed working arrangements.

6.19 Compassionate Leave for Early Pregnancy Loss

- 6.19.1 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.
- 6.19.2 Leave commences from the date the pregnancy ends and is not to be taken during any other period of leave, including unpaid leave.
- 6.19.3 The Employee must provide notice as soon as reasonably practicable indicating the period of leave sought and anticipated return to duty.
- 6.19.4 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.
- 6.19.5 The provisions of 6.19.1 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.

6.20 Public Health Emergency Arrangements

Definitions

- 6.20.1 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

- 6.20.2 The Employer is to credit each Employee with 20 days of non-cumulative special public health emergency leave on January 1 each year.
- 6.20.3 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.
- 6.20.4 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.
- 6.20.5 Employees absent on special public health emergency leave are to receive their ordinary pay.
- 6.20.6 Employees who have exhausted their special public health emergency leave can access existing personal leave entitlements under clause 6.5 of this Agreement.

Eligibility for Special Public Health Emergency Leave

- 6.20.7 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 Government Sector Labour Relations.
- 6.20.8 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 6.5 of this Agreement.
- 6.20.9 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.
- 6.20.10 Compassionate access to special public health emergency leave can be granted in exceptional circumstances despite not being a reason referred to in sub clause 6.20.9.
- 6.20.11 Special public health emergency leave is not debited for public holidays that the Employee would have observed.

- 6.20.12 An Employee is unable to access special public health emergency leave while on any period of leave without pay, maternity leave, adoption leave or other parent leave, or annual or long service leave except as provided for in sub clauses 6.5.26 and 6.5.27.

Notice and Access

- 6.20.13 Special public health emergency leave can be taken on an hourly basis.
- 6.20.14 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

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

6.21 Leave Without Pay

- 6.21.1 Subject to the provisions of subclause 6.21.2 of this clause, the Employer may grant an Employee leave without pay for any period and is responsible for that Employee on their return. There is no obligation to offer leave without pay unless otherwise provided for by agreement or policy provisions.
- 6.21.2 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;
 - b) all other leave credits of the Employee are exhausted; and
 - c) a reasonable period of notice has been provided in advance of the date the leave of absence is requested to start.
- 6.21.3 The proposed reason for absence shall be considered before any decision is made in relation to approval or refusal of the Employee's application.
- 6.21.4 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.
- 6.21.5 **Leave Without Pay For Full Time Study:** 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. If the employee undertakes the study as a form of award or scholarship which has been competed for consideration may be given to the absence counting as qualifying service for all purposes except annual leave.

- 6.21.6 **Leave Without Pay For Australian Institute of Sport Scholarships:**
Subject to the provisions of subclause 6.21.2 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.
- 6.21.7 An Employee who is granted Leave Without Pay to accept a scholarship from the Australian Institute of Sport shall have that absence count as qualifying service for all purposes except annual leave.
- 6.21.8 Unless otherwise specified in this Agreement, any continuous period of Leave Without Pay which exceeds 14 days will not count as qualifying service for any purpose.

6.22 Study Leave

Conditions for Granting Time Off

- 6.22.1 An Employee may be granted time off with pay for part time study purposes at the discretion of the Employer.
- 6.22.2 Part time Employees are entitled to study leave on the same basis as full time Employees. Employees working shift work or on fixed term contracts also have the same access to study leave as all other Employees.
- 6.22.3 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.
- 6.22.4 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 subclause 6.22.12.
- 6.22.5 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.
- 6.22.6 In every case the approval of time off to attend lectures and tutorials will be subject to:
- a) the Employer's convenience;
 - b) the course being undertaken on a part time basis;
 - c) Employees undertaking an acceptable form of study load in their own time;
 - d) Employees making satisfactory progress with their studies; and
 - e) the course being relevant to the Employee's career in the Public Sector and being of value to the State.

f) A service agreement or bond will not be required.

6.22.7 Payment of Fees and Other Costs

Cadets and Trainees

6.22.8 Employers are to meet the payment of higher education administrative charges for cadets and trainees who, as a condition of their employment, are required to undertake studies at a post-secondary institution. Employees who, of their own volition, attend such institutions to gain higher qualifications will be responsible for the payment of fees.

6.22.9 This assistance does not include the cost of textbooks or Guild and Society fees.

6.22.10 An Employee who is required to repeat a full academic year of the course will be responsible for payment of the higher education fees for that particular year.

All Employees

6.22.11 Notwithstanding subclause 6.22.22, the Employer has the discretion to reimburse an Employee for the full or part of any reasonable costs of enrolment fees, Higher Education Contribution Surcharge, compulsory textbooks, compulsory computer software, and other necessary study materials. Half of the value of the agreed costs shall be reimbursed immediately following production of written evidence of successful completion of the subject for which reimbursement has been claimed. The Employer and Employee may agree to alternative reimbursement arrangements.

6.22.12 Approved Courses

- a) First degree or Associate Diploma courses at a post-secondary institution.
- b) Diploma courses and two year full time certificate courses at Technical and Further Education (TAFE).
- c) Secondary courses leading to the Tertiary Entrance Examination (see subclause 6.22.16i) or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.
- d) Courses recognised by the National Authority for the Accreditation of Translators and Interpreters (NAATI) in a language relevant to the needs of the Public Sector.

6.22.13 Except as outlined in subclause 6.22.15 Employees are not eligible for study assistance if they already possess one of the qualifications specified in subclause a).

6.22.14 An Employee who has completed a Diploma through TAFE is eligible for study assistance to undertake a degree course at any of the tertiary institutions in subclause a). An Employee who has completed a two year full-time

Certificate through TAFE is eligible for study assistance to undertake a Diploma course specified in subclause b) of this clause, or a degree or Associate Diploma course specified in subclause a) of this clause.

6.22.15 Assistance towards additional qualifications including second or higher degrees may be granted in special cases in a specialist area of benefit to the Public Sector as well as the Employee.

6.22.16 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.
- c) the relevance of a course should be determined from a Public Sector rather than an Employer perspective. For instance, an Employee may be undertaking a course of study which is of no special relevance to the Employee's work or Employer but which may well be particularly significant in some other section of the Public Sector.
- d) a first degree or Associate Diploma course does not include the continuation of a degree or Associate Diploma towards a higher postgraduate qualification.
- e) in cases where Employees are studying subjects that require fortnightly classes, the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.
- f) travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the Employee's normal place of work.
- g) an Employee shall not be granted more than five hours' time off with pay per week except in exceptional circumstances where the Employer may decide otherwise.
- h) time off with pay for those who have failed a unit or units may be considered for one repeat year only.
- i) study leave for attendance at courses leading to the Tertiary Entrance Examination will generally only be granted if the Employee has already unsuccessfully attempted to enter tertiary studies through the mature age entrance examination conducted by the Tertiary Institutions Service Centre. However, this condition will not apply if

a pass in certain subjects is a prerequisite for entry into an intended course of non-tertiary study or training that meets the requirements specified in this clause.

6.22.17 Subject to the provisions of subclause 6.22.18, the Employer may grant an Employee full time study leave with pay to undertake:

- a) post graduate degree studies at Australian or overseas tertiary education institutions;
- b) study tours involving observations and/or investigations; or
- c) a combination of postgraduate studies and study tours.

6.22.18 Applications for full time study leave with pay are to be considered on their merits and may be granted provided that the following conditions are met:

- a) the course or a similar course is not available locally. Where the course of study is available locally, applications are to be considered in accordance with the provisions of subclauses 6.22.1 to 6.22.17 of this clause and clause 6.21 Leave Without Pay provisions of this Agreement.
- b) it must be a highly specialised course with direct relevance to the Employee's profession.
- c) it must be highly relevant to the Employer's corporate strategies and goals.
- d) the expertise or specialisation offered by the course of study should not already be available through other Employees employed within the organisation.
- e) if the applicant was previously granted study leave, studies must have been successfully completed at that time. Where an Employee is still under a bond, this does not preclude approval being granted to take further study leave if all the necessary criteria are met.
- f) a fixed term contract Employee may not be granted study leave with pay for any period beyond that Employee's approved period of engagement.

6.22.19 Full time study leave with pay may be approved more than 12 months subject to a yearly review of satisfactory performance.

6.22.20 Where an outside award is granted and the studies to be undertaken are considered highly desirable by an Employer, financial assistance to the extent of the difference between the Employee's normal wage and the value of the award may be considered. Where no outside award is granted and where a request meets all the necessary criteria, then part or full payment of wages may be approved at the discretion of the Employer.

6.22.21 The Employer supports recipients of coveted awards and fellowships by providing study leave with pay. Recipients normally receive as part of the

award or fellowship; return airfares, payment of fees, allowance for books, accommodation or a contribution towards accommodation.

- 6.22.22 Where recipients are in receipt of a living allowance, this amount should be deducted from the Employee's wages for that period.
- 6.22.23 Where the Employer approves full time study leave with pay, the actual wage contribution forms part of the Employer's approved average staffing level funding allocation. Employers should bear this in mind if considering temporary relief.
- 6.22.24 Where study leave with pay is approved and the Employer also supports the payment of transit costs and/or an accommodation allowance, the Employer will gain approval for the transit and accommodation costs as required.
- 6.22.25 Where Employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the Employer together with some local transit and accommodation expenses providing it meets the requirements of subclause 6.22.18 of this clause. Each case is to be considered on its merits.
- 6.22.26 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.

6.23 Purchased Leave

- 6.23.1 The Employer and an Employee may agree to enter into an arrangement whereby the Employee can purchase up to four weeks additional leave.
- 6.23.2 The Employer will assess each application for 48/52 wage arrangement on its merits and give consideration to the personal circumstances of the Employee seeking the arrangement and to the Employers' operational requirements.
- 6.23.3 Access to purchased leave will be subject to subclauses 6.23.1-6.23.2 and to:
 - a) the Employee having satisfied the Employer's accrued leave management policy;
 - b) the Employee having not more than in excess of 10 weeks accrued Annual Leave, Long Service Leave and/or days in lieu balance at the time the Employee requests access to purchased leave;
 - c) the Employee not qualifying for a period of Long Service Leave during the financial year for which the purchased leave is requested; and
 - d) the Employee having nominated when the purchased leave will be taken as part of clause 6.3 – Rostering of Leave process, which can only be altered by approval of the Employer.
- 6.23.4 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

6.23.5 Purchased leave arrangements run over a financial year concluding on 30 June. Employees participating in a purchased leave arrangement who wish to continue in the arrangement in the following year must apply to do so annually as part of the leave rostering process in accordance with clause 6.3 – Rostering of Leave.

6.23.6 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
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

6.23.7 The purchased leave will not be able to be accrued. The Employee is to be entitled to payment 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 last pay period in July to take account of the fact that time worked during the year was not included in the wage. Untaken purchased leave will be paid out at the rate at which it was purchased.

6.23.8 Where an Employee who is in receipt of a higher duties allowance 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.

6.23.9 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.

6.23.10 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 payment in lieu of wages forgone to that time but will not be entitled to equivalent absence from duty.

6.23.11 Where an Employee or the Employer withdraws from a purchased leave arrangement, payment in lieu of wages forgone will be paid out at the rate at which it was purchased.

6.24 Emergency Services Leave

- 6.24.1 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.
- 6.24.2 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.
- 6.24.3 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.
- 6.24.4 An application for Emergency Service Leave is to be supported by written confirmation from the emergency management agency certifying that the Employee was required for the specified period.

6.25 Defence Force Reserves Leave

- 6.25.1 For the purpose of this clause, “Defence Service” means service, including training, in a part of the Defence Force Reserves or the Cadet Force.
- 6.25.2 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.
- 6.25.3 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.
- 6.25.4 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 Employee shall provide a certificate of attendance to the Employer.
- 6.25.5 Leave granted under this clause will not affect continuity of service or the accrual of leave.
- 6.25.6 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.
- 6.25.7 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 3.2.1.
- 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.

6.25.8 Unpaid Leave

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

- a) the absence exceeds the paid entitlement prescribes in sub-clause 6.25.7.

6.25.9 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.

6.26 Paid Leave For English Language Training

- 6.26.1 Leave during normal working hours without loss of pay shall be granted to Employees from non-English speaking backgrounds who are unable to meet standards of communication to advance career prospects, or who constitute a safety hazard or risk to themselves and/or fellow Employees or, are not able to meet the accepted production requirements of that particular occupation or industry to attend English training conducted by an approved and authorised authority. The selection of Employees for training will be determined by consultation between the Employer and the Union.
- 6.26.2 Leave will be granted to enable the Employees selected to achieve an acceptable level of vocational English proficiency. In this respect the tuition content with specific aims and objectives incorporating the pertinent factors at subclause 6.26.3 and 6.26.4 of this clause, shall be agreed between the Employer, the Union, and the Adult Migrant Education Service or other approved authority conducting the training.
- 6.26.3 Subject to appropriate needs assessment participation in training will be on the basis of minimum of 100 hours per Employee per year.
- 6.26.4 The agreed desired proficiency level will take account of the vocational needs of an Employee in respect of communication, safety and welfare, and productivity within the Employee's current position, as well as those positions to which the Employee may be considered for promotion or redeployment. It will also take account of issues in relation to training, retraining and multi-skilling, award restructuring, industrial relations and safety provisions, and equal opportunity employment legislation.

6.27 Leave To Attend Union Business

- 6.27.1 The Employer shall grant paid leave during ordinary working hours to an Employee:
- a) who is required to give evidence before any Industrial Tribunal;
 - b) who is a union nominated representative of the Employees is required to attend negotiations and/or conferences between the Union and Employer;
 - c) when prior agreement between the Union and Employer has been reached, for the Employee to attend official union meetings preliminary to negotiations or industrial hearings; or
 - d) who as a union nominated representative of the Employees and is required to attend joint union/management consultative committees or working parties.
- 6.27.2 The granting of leave pursuant to this clause shall only be approved:
- a) where an application for leave has been submitted by an Employee a reasonable time in advance.

- b) for the minimum period necessary to enable the union business to be conducted or evidence to be given.
 - c) for those Employees whose attendance is essential; or.
 - d) when the operation of the organisation is not unduly affected and the convenience of the Employer is not impaired.
- 6.27.3 Leave of absence will be granted at the Ordinary Wage Rate, or where the Employee works part of a shift, at the rate the Employee would have earned had the Employee not been absent from their Rostered Shift.
- 6.27.4 The Employer shall not be liable for any expenses associated with an Employee attending to union business. Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.
- 6.27.5 Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for Union business. An Employee shall not be entitled to paid leave to attend Union business other than as prescribed by this clause.
- 6.27.6 The provisions of this clause shall not apply to special arrangements made between the parties which provide for unpaid leave for Employees to conduct Union business.
- 6.27.7 The provisions of this clause shall not apply when an Employee is absent from work without the approval of the Employer.
- 6.27.8 The Employer shall grant leave without pay for a continuous period to the secretary of each applicant union (should such secretary be employed by the Employer) to enable the secretary to attend exclusively to Union work.

6.28 Family and Domestic Violence Leave

- 6.28.1 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.
- 6.28.2 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.
- 6.28.3 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

- 6.28.4 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). To avoid doubt, this definition includes, but is not limited to behaviour that:
- a) is physically or sexually abusive;
 - b) is emotionally or psychologically abusive;
 - c) is economically abusive;
 - d) is threatening;
 - e) is coercive;
 - f) 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
 - g) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

Access to Family and Domestic Violence Leave

- 6.28.5 In accordance with the following subclauses, an Employee, including a casual 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.
- 6.28.6 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.
- 6.28.7 Subject to subclauses 6.28.5 and 6.28.6, 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.
- 6.28.8 Upon exhaustion of the leave entitlement in subclause 6.28.7, Employees will be entitled to up to two days unpaid family and domestic violence leave on each occasion.
- 6.28.9 Family and domestic violence leave does not affect salary increment dates, or the calculation of long service leave entitlements or annual leave entitlements.
- 6.28.10 Subject to the Employer’s approval of the application, family and domestic violence leave may be taken as whole or part days off.

6.28.11 Application of the leave entitlement for casual Employees will apply to the extent of their agreed working hours.

Notice and Evidentiary Requirements

6.28.12 The Employee shall give their Employer notice as soon as reasonably practicable of their request to take leave under this clause.

6.28.13 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.

6.28.14 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.

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

Access to Other Forms of Leave

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

6.28.17 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.

6.28.18 Forms of other paid accrued leave include:

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

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

Confidentiality

6.28.20 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.

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

6.28.22 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.

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

Contact Person

6.28.24 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

6.28.25 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.

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

Workplace Safety

6.28.27 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.

6.28.28 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.

7 CONSULTATION

7.1 Consultation

7.1.1 The parties recognise the need for effective communication to improve the business and operational performance and working environment in the Public Transport Authority.

- 7.1.2 The parties commit to adopt a constructive approach to communication and to maintain an appropriate level of professionalism, integrity and standard of personal behaviour at all times.
- 7.1.3 Consultation is an information exchange for the purposes of genuine consideration and is not merely perfunctory. Consultation involves information sharing between the parties.
- 7.1.4 Consultation allows the decision making process to be informed. Consultation is not joint decision making or a barrier to the prerogative of management.
- 7.1.5 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 Public Transport Authority.

7.2 Introduction Of Change

- 7.2.1 This term applies if:
 - a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - b) the change is likely to have a significant effect on Employees of the enterprise.
- 7.2.2 The Employer must notify the relevant Employees and the Union of the decision to introduce the major change.
- 7.2.3 As soon as practicable after making its decision, the Employer must:
 - a) discuss with the relevant Employees and the Union:
 - i) the introduction of the change;
 - ii) the effect the change is likely to have on the Employees; and
 - iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - b) for the purposes of the discussion — provide, in writing, to the relevant Employees and the Union:
 - i) all relevant information about the change including the nature of the change proposed;
 - ii) information about the expected effects of the change on the Employees; and
 - iii) any other matters likely to affect the Employees.
- 7.2.4 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- 7.2.5 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 7.2.6 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 7.2.2, 7.2.3 and 7.2.5 are taken not to apply.
- 7.2.7 In this provision, a major change is “likely to have a significant effect on Employees” if it results in:
- a) the termination of the employment of Employees;
 - b) major change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees;
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - d) the alteration of hours of work;
 - e) the need to retrain Employees;
 - f) the need to relocate Employees to another workplace; or
 - g) the restructuring of jobs.
- 7.2.8 In this provision, “relevant Employees” means the Employees’ who may be affected by the major change.

7.3 Consultative Committee

- 7.3.1 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 Transperth Train Operations.
- 7.3.2 The Parties recognise that effective communication and consultation can assist to improve the working environment and operational performance within Transperth Train Operations.
- 7.3.3 Transperth Train Operations will have a Customer Service Consultative Committee, which will be a forum for consultation on collective employment issues including but not limited to:
- a) helping to identify and implement continuous improvements to the standards of customer service levels delivered by Transperth Train Operations to our passengers;
 - b) general rostering issues, including balancing the quality, safety and cost-effectiveness of the customer service offered to our passengers with the attractiveness of the roster to Employees;

- c) specific rostering issues, including tabling any changes to Base Rosters and noting, in accordance with subclause 3.3.21 any disputes or complaints arising about rostering;
 - d) changes to work organisation and/or work practices occurring in the workplace; and
 - e) industrial issues
- 7.3.4 Matters not resolved through the Consultative Committee can be dealt with in accordance with clause 8 – Dispute Resolution Procedure.
- 7.3.5 The Consultative Committee will comprise up to seven Employer-nominated representatives, up to two Union nominated representatives, elected Employee Committee Representatives and a suitably resourced Committee Coordinator.
- 7.3.6 The Employee Committee Representatives and proxies will be elected on a line by line basis in accordance with the nominated positions listed in at subclause 7.3.8. Any Employee holding a substantive position as a Customer Service Assistant or a Passenger Ticketing Assistant shall be entitled to nominate and vote for the Committee Representative positions. Where more than two Employees on the same line nominate, an election shall be conducted on that line initially to determine who should be the nominee for election to the Committee. The second placed nominee will be recognised as the proxy for the line. The Employer and the union may nominate proxies for their respective committee member positions.
- 7.3.7 Employee elected representatives will represent the combined views of the Customer Service Assistants and the Passenger Ticketing Assistants on the line/roster group/s for which they were elected.
- 7.3.8 Line/roster groups are as follows:
- a) Armadale;
 - b) Fremantle/Midland (treated as one line for this purpose);
 - c) Yanchep;
 - d) Mandurah
 - e) Perth.
 - f) Airport
 - g) Ellenbrook
- 7.3.9 Proxies will be eligible to attend committee meetings in place of the elected Employee Committee Representative who is unavailable to attend.
- 7.3.10 The Elections shall be conducted in a manner agreed between the parties and failing agreement shall be conducted by the WA Electoral Commission or another independent body. The elected Employee Committee Representatives will hold the position for a two year term.

- 7.3.11 Where, due to a change in an Employee Committee Representative's classification or roster placement, the six elected representatives do not satisfy the qualifications required by subclause 7.3.6, then the position held by that Employee shall be deemed vacant.
- 7.3.12 Where a position falls vacant before the expiry of a term, the vacancy will be filled by recounting the votes cast in the original election, so that the unelected nominee with the highest votes who qualifies for the position will be declared elected. If the position is unable to be filled by recount, the vacancy for the remainder of the term shall be filled in a manner agreed between the parties.
- 7.3.13 The chairing of the Consultative Committee will alternate between the Parties to the Agreement.
- 7.3.14 Any Employee to whom this Agreement applies may attend a Consultative Committee meeting in their own time as an observer.
- 7.3.15 The Consultative Committee will convene within 28 days of a written request being received from either party to discuss matters specified in that request. The Parties shall not be required to participate in more than one meeting of the Consultative Committee in any three month period but may agree to meet more frequently.
- 7.3.16 The Consultative Committee will otherwise determine its own operating procedures.

7.4 Consultation Arrangements for Parking Attendants

- 7.4.1 Informal arrangements will be established for ongoing consultation for Parking Attendants while the Agreement is in force.

8 DISPUTE RESOLUTION

8.1 Dispute Resolution Procedure

- 8.1.1 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.
- 8.1.2 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.
- 8.1.3 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.
- 8.1.4 If the dispute is still not resolved, it may be referred by the Employee/s or union representative to the Employer or their nominee.

- 8.1.5 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.
- 8.1.6 The period for resolving a dispute may be extended by agreement between the parties.
- 8.1.7 At all stages of the procedure the Employee may be accompanied by a Union representative.
- 8.1.8 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.
- 8.1.9 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.

Nothing in this clause constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008*.

9 REGISTERED ORGANISATION MATTERS

9.1 Facilities For Workplace Delegates

- 9.1.1 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.
- 9.1.2 The Employer will recognise union representatives in the organisation and will allow them to carry out their role and functions.
- 9.1.3 The Union will advise the Employer in writing of the names of the Union representatives in the organisation and their role and authorities.
- 9.1.4 Subject to prior approval, 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, and collective bargaining; and
 - ii) to attend Union business in accordance with subclause 6.27.1 of this Agreement.

- b) access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of lockable filing cabinets, meeting rooms, telephones, fax, email, Internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal Employer protocols.
- c) a notice board for the display of union materials including broadcast email facilities. Broadcast email facilities will need to be in accordance with the established policies, procedures and guidelines of the Employer. This means prior approval for emailed materials must be issued by executive management.
- d) paid access to periods of leave for the purpose of attending union training courses in accordance with clause 9.2– Trade Union Training Leave of this Agreement.
- 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 locations, names, and rostered 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.

9.1.5 The Employer agrees, upon receiving written authorisation from an Employee, to provide to the Union with 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.

9.1.6 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.

9.1.7 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.

9.2 Trade Union Training Leave

- 9.2.1 Subject to the convenience of the Employer 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 party to this Agreement 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 Employer and the relevant Union.
- 9.2.2 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.
- 9.2.3 Leave of absence will be granted at the Ordinary Wage Rate and shall not include shift allowances, penalty rates or overtime.
- 9.2.4 Where a public holiday or rostered day off (including a rostered day off as a result of working a 38 hour week) falls during the duration of a course, a day off in lieu of that day will not be granted.
- 9.2.5 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.
- 9.2.6 The granting of leave pursuant to the provisions of this clause is subject to the operation of the organisation not being unduly affected and to the convenience of the Employer.
- 9.2.7 Any application by an Employee shall be submitted to the Employer for approval at least four weeks before the commencement of the course, provided that the Employer may agree to a lesser period of notice.
- 9.2.8 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 organisation that is conducting the course.
- 9.2.9 A qualifying period of 12 months service shall be served before an Employee is eligible to attend courses or seminars of more than one half-day duration. An Employer may, where special circumstances exist, approve an application to attend a course or seminar where an Employee has less than 12 months service.
- 9.2.10 The Employer shall not be liable for any expenses associated with an Employee's attendance at trade union training courses.

9.2.11 Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

9.3 Right Of Entry

The parties acknowledge that the *Industrial Relations Act 1979* (the Act) empowers authorised representatives of the Union to exercise a right to enter the Employer's premises in the circumstances and for the purposes specified in Part 11, Division 2G of the Act.

10 MISCELLANEOUS PROVISIONS

10.1 Training

10.1.1 Training may be delivered on or off the job. Wherever possible, the Employer will ensure that the training is Competency based and nationally recognised training with clearly defined programs and agreed performance standards. Provided the Employer determines the training to be required, the Employer will meet all reasonable costs associated with the training. Provided that training time may be allowed for in Relief Lines within a drop down roster. An Employer shall not unreasonably withhold paid training leave.

10.1.2 No trainee shall be permanently appointed at full base classification rates unless prescribed training requirements are assessed and satisfactorily completed within the stipulated time period. Provided such time periods may be extended by written agreements between the parties.

10.1.3 Overtime and shift work shall not be worked by trainees except to enable the requirements of training to be effected. When overtime and shift work are worked, the relevant allowances and penalties based on the training wage nominated at subclause 4.1.4 shall apply. No trainee shall work overtime or shift work on their own.

Training of Existing Employees

10.1.4 Each Employee must be prepared to undertake training, refresher training, and maintain the qualifications necessary to carry out the Employee's role to the required standard.

10.1.5 **Assessment** – The level of skills possessed by each Employee shall be determined by the assessment conducted by the Registered Training Organisation or such other independent and accredited assessor as agreed between the parties, based on; relevant training packages and competency profiles, certification requirements for specific tasks, and the work experience necessary to perform a stipulated role.

a) **Competency Standards** – Where training packages have been developed by the industry, those training packages shall be adopted in

respect of matters relating to training in the industry and callings covered by this Agreement. Training standards shall include but not be limited to the following:

- i) standards and competencies for skills required for each calling;
- ii) curricula development;
- iii) training courses;
- iv) articulation and accreditation requirements for both on and off the job training; and
- v) on the job training guidelines.

10.1.6 Where it is agreed by the Employer that additional training should be undertaken by any Employee, training may be undertaken either on or off the job. All time involved with training shall be paid at the actual time displayed on the roster on the day.

10.1.7 No Employee will be forced to retrain, although a refusal to retrain may have adverse consequences on the Employee's contract of employment, should the Employee fail to meet the required competencies for a classified position under this Agreement.

10.2 Uniforms, Clothing and Protective Equipment

10.2.1 Employees as required will wear specialised clothing for particular operations. The Employer will establish a uniform committee in consultation with the Union.

10.2.2 The Employer shall supply uniforms and protective clothing; as agreed from time to time between the Employer and the Union.

10.2.3 An Employee shall sign an acknowledgement on receipt of uniforms and/or protective clothing thereof, and on leaving employment shall return the same to the Employer.

10.2.4 An Employee shall be responsible for any loss or damage thereto, with fair wear and tear attributable to ordinary use excepted.

10.3 Fitness For Duty

10.3.1 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 with the Employer's occupational physician. The level of examination or assessment undertaken will be take into consideration the activities the Employee is required to undertake and be in accordance with the requirements of the National Health Assessment for the Rail Industry.

- 10.3.2 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.
- 10.3.3 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.
- 10.3.4 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.

10.4 Health and Safety Representatives Records


- 10.4.1 The Employer shall maintain a Health and Safety (HSR) Representative Register (the Register).
- 10.4.2 The Register is to record the following information for each HSR representative in the Organisation:
- a) name;
 - b) work branch/division (as appropriate);
 - 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.
- 10.4.3 The Employer shall provide a copy of the Register to the Union every six months.
- 10.4.4 The Register is to be submitted to Department of Energy, Mines, Industry Regulation and Safety - Government Sector Labour Relations division by 31 January each year, for the previous year.

11 SIGNATURES OF PARTIES BOUND

Signed:  Date: 19/07/2024

Joshua Dekuyer

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

Signed:  Date: 19/7/24

Peter Woronzow

Chief Executive Officer, The Public Transport Authority of Western Australia

12 SCHEDULE A – WAGES TABLE

Classifications	2024 5%		2025 4%		2026 \$60 per week	
	Weekly Base Rate	Hourly Base rate	Weekly Base Rate	Hourly Base rate	Weekly Base Rate	Hourly Base rate
REA 1	\$1,159.20	\$28.98	\$1,205.60	\$30.14	\$1,265.60	\$31.64
REA 2	\$1,212.80	\$30.32	\$1,261.30	\$31.53	\$1,321.30	\$33.03
REA 3 - Parking Attendant	\$1,261.30	\$31.53	\$1,311.80	\$32.80	\$1,371.80	\$34.30
REA 4 - Passenger Ticketing Assistant	\$1,328.40	\$33.21	\$1,381.50	\$34.54	\$1,441.50	\$36.04
REA5 - Customer Service Assistant	\$1,398.20	\$34.96	\$1,454.10	\$36.35	\$1,514.10	\$37.85
REA6	\$1,427.70	\$35.69	\$1,484.80	\$37.12	\$1,544.80	\$38.62

Ordinary Wage Rates							
Classification	Applicable annualised leave loading rate	From 22 May 2024		From 22 May 2025		From 22 May 2026	
		Ordinary 40 Hour Weekly Rate	Ordinary Hourly Rate	Ordinary 40 Hour Weekly Rate	Ordinary Hourly Rate	Ordinary 40 Hour Weekly Rate	Ordinary Hourly Rate
REA 3 - Parking Attendant	1.30%	\$1,277.70	\$31.94	\$1,328.85	\$33.22	\$1,389.63	\$34.74
REA 4 - Passenger Ticketing	N/A	\$1,328.40	\$33.21	\$1,381.50	\$34.54	\$1,441.50	\$36.04
REA 5 - Customer Service Assistant	1.90%	\$1,424.77	\$35.62	\$1,481.73	\$37.04	\$1,542.87	\$38.57

13 SCHEDULE B – ALLOWANCES

2022 Clause	Allowance/Penalty	Payment	Methodology adjustment for	Rate
5.1.4a)	Afternoon Shift	Per hour rounded to nearest 1c	Adjusted in accordance with movements in the Hourly Reference Rate	<p>\$4.48 per hour from 22 May 2024.</p> <p>\$4.66 per hour from 22 May 2025.</p> <p>\$4.87 per hour from 22 May 2026.</p>
5.1.4b)	Night Shift		Adjusted in accordance with movements in the Hourly Reference Rate	<p>\$5.31 per hour from 22 May 2024.</p> <p>\$5.53 per hour from 22 May 2025.</p> <p>\$5.77 per hour from 22 May 2026.</p>
5.1.4c)	Early Morning Shift		Adjusted in accordance with movements in the Hourly Reference Rate	<p>\$4.48 per hour from 22 May 2024.</p> <p>\$4.66 per hour from 22 May 2025.</p> <p>\$4.87 per hour from 22 May 2026.</p>
5.1.4d)	Early/Late (0101 – 0359 hours)		Adjusted in accordance with movements in the Hourly Reference Rate	<p>\$5.31 per hour from 22 May 2024.</p> <p>\$5.53 per hour from 22 May 2025.</p>

				\$5.77 per hour from 22 May 2026.
5.1.4e)	Continuous Night Shift (1800 – 0600 hours)		Adjusted in accordance with movements in the Hourly Reference Rate	\$9.96 per hour from 22 May 2024. \$10.36 per hour from 22 May 2025. \$10.81 per hour from 22 May 2026.
5.1.5e)	Shifts other than Mon – Friday shift or consecutive night shift		Adjusts with Wage Rate	Time and a quarter on the hourly Ordinary Wage Rate for the first eight hours and at the rate of time and a half thereafter
3.4.4	Long Shift – Ordinary shift greater than 10 hours	For time worked from the commencement of the eleventh rostered hour worked in a shift	Adjusts with Wage Rate	0.84 times the Base Wage Rate
	Travel Time and Expenses	Rate per km for additional distance travelled	Adjusted in line with variations to Schedule F and G of the <i>Public Service Award 1992</i>	Refer table below
5.3	Fire Panel Allowance		Adjusted Annually in accordance with principle 6 of the Wage Fixing Principles.	\$7.70 per shift to designated Fire Warden

5.2.8 – Travelling Time and Expenses	Rate (cents) per kilometre	Metropolitan Area Motor vehicle Engine Displacement (in cubic centimetres)
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	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
	89.5	64.5	53.2
	Metropolitan Area Rate (cents) per kilometre Motor cycle allowance		
	31.0		

14 SCHEDULE C - AGGREGATION METHODOLOGY

WAGE AGGREGATION

Where shift penalties and other allowances usually paid to shift work Employees are aggregated, the allowances and penalties payable under their Base Roster are totalled and averaged across the full roster and discounted for annual leave.

Establishing an Aggregated Wage Rate allows an Employee working shift work to receive the same weekly wage rate (before additional hours overtime) for each pay period regardless of the shift penalties and allowances that would otherwise actually be earned by an individual Employee when working any particular line of the roster, and to continue to be paid that same rate while on annual leave.

The Aggregated Wage Rate paid to an Employee under the following methodology is intended by the parties to be a reasonable approximation of the sum the Employee would otherwise be paid averaged over the Base Roster.

METHODOLOGY

1. Aggregate Component Calculation

- a. Start with the relevant Hourly Base Wage Rate for the rostered Employees as shown in the Wages Table at Schedule A.
- b. Determine the hourly Ordinary Wage Rate by multiplying the Hourly Base Wage Rate by the Annualised Leave Loading factor applicable to the Employee group (see subclause 6.4.18 of this Agreement) and round to 2 decimal points.
- c. Determine the Ordinary Weekly Wage Rate by multiplying that hourly Ordinary Wage Rate by the average number of ordinary hours per week for the rostered Employees (see subclause 3.2.1 of the Agreement and any relevant Special Provisions in clause 3.4).
- d. Using the Base Roster, establish for the rostered Employees:
 - the overall number of hours for early Morning, Afternoon or Night shifts – refer clause 5.1 – Shift Work and Configuration of Allowances;
 - the number of Late Shifts – refer to subclause 5.1.4d);
 - For Passenger Ticketing Assistants and Customer Service Assistants, the total time rostered to be worked greater than 10 hours in any shift;
 - the number of rostered hours on a Saturday shift up to the maximum number of daily ordinary hours applicable to the rostered Employees – refer to subclauses 3.2.2 or 3.4;
 - the number of rostered hours on a Sunday shift up to the maximum number of daily ordinary hours applicable to the rostered Employees – refer to subclauses 3.2.2 or 3.4; and (where the parties agree).
- e. the number of rostered hours, if any, in excess of the weekly ordinary hours (i.e. the number of hours rostered over the entire Base Roster less the product of the number of weeks covered by the roster and the nominated ordinary weekly hours applicable to the rostered Employees) - refer to subclause 3.2.1. Calculate the Aggregate Component by calculating the following items and then summing all the values to give the Aggregate Overall Roster Component for that Base Roster:

- the Early Morning, Afternoon & Night Shift hours multiplied by the applicable shift penalty hourly rates;
- the number of Late Shifts multiplied by the applicable shift penalty rate per shift;
- For Passenger Ticketing Assistants and Customer Service Assistants, the total time rostered to be worked greater than 10 hours in any shift multiplied by 0.84 time the applicable Base Wage Rate;
- the number of shift hours on a Saturday up to the maximum number of daily ordinary hours multiplied by half the applicable hourly Ordinary Wage Rate;
- the number of shift hours on a Sunday up to the maximum number of daily ordinary hours multiplied by the applicable hourly Ordinary Wage Rate; and (where the parties agree);
- the number of rostered hours, if any, in excess of the weekly ordinary hours multiplied by twice the applicable hourly Ordinary Wage Rate.

2. Average Weekly Aggregate Component Calculation

Determine the Average Weekly Aggregate Component by dividing the Aggregate Overall Roster Component by the number weeks covered by the Working Lines in the Base Roster.

3. Discounting the Averaged Aggregate Component

The Average Aggregate Component is then ‘discounted’ to allow the Aggregated Wage Rate to be paid during periods of annual leave, by multiplying by:

- 47/52 (in the case of Employees working 24 hour/7 Day continuous shift rosters - Refer subclause 6.4.3 to 6.4.5); or
- 48/52 (in the case of other Employees – Refer subclause 6.4.1).

4. Aggregated Wage Rate Calculation

The Aggregated Weekly Wage Rate for the rostered Employees is established by adding the Discounted Average Weekly Aggregate Component to the Ordinary Weekly Wage Rate.

15 SCHEDULE D – AGREED ANNUAL LEAVE LOADING FOR PASSENGER TICKETING ASSISTANTS AS AT OPERATIVE DATE

In accordance with subclause 6.4.16 , the annual leave loading agreed between the parties to be payable to Passenger Ticketing Assistants at the date of registration of the Agreement will be:

	Passenger Ticketing Assistant Base rate per week	Annual leave loading expressed as % of base rate based on <u>current</u> average penalties per fortnight (across all 8 <u>current</u> Passenger Ticketing Assistant Base Rosters) 6.4.13b)	Estimated Annual leave loading amount per week based on <u>current</u> average shift penalties (equivalent \$ amount of % of average shift penalties)	Estimated Annual leave loading amount for 5 weeks A/L (equivalent \$ amount of % of average shift penalties)	Annual Leave Loading Cap 6.4.15
From 22 May 2024	\$1,328.40	34.44%	\$457.46	\$2,287.28	\$2,425.35

Subclause 6.4.13 provides that shift workers – Employees working over seven days of the week or 24 hours of the day had they not been on leave – will be paid whichever is the greater of a loading of 20%; or the average shift loading (including relevant weekend penalty rates) as agreed between the parties under subclause 6.4.16.

Subclause 6.4.16 provides that where there is any change to Base Rosters (as per Rostering Arrangements –General clause 3.3.6h) covering Passenger Ticketing Assistants, there shall be an exchange of letters between the Employer and the Union agreeing the annual leave loading payable for the duration of the Agreement (or until any further change to the roster), based on the average of penalties earned under that roster and acknowledging that the annual leave loading cap figure from time to time (as referred to subclause 6.4.10) will prevail where applicable.

16 SCHEDULE E – EMPLOYEE ROSTERING REPRESENTATIVES

Roster	No. of Reps
Airport Passenger Ticketing Assistants	1
Airport Customer Service Assistants	1
Armadale Passenger Ticketing Assistants	1
Armadale Customer Service Assistants	1
Fremantle Passenger Ticketing Assistants	1
Fremantle Customer Service Assistants	1
Yanchep Passenger Ticketing Assistants	1
Yanchep Customer Service Assistants	1
Mandurah Passenger Ticketing Assistants	1
Mandurah Customer Service Assistants	1
Midland Passenger Ticketing Assistants	1
Midland Customer Service Assistants	1
Perth Passenger Ticketing Assistants	2
Perth Customer Service Assistants	1
Car Park Attendants	1
Ellenbrook Passenger Ticketing Assistants	1
Ellenbrook Customer Service Assistants	1