

**THE AUSTRALIAN WORKERS' UNION (WESTERN AUSTRALIAN PUBLIC SECTOR)  
GENERAL AGREEMENT 2022**

**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

**PARTIES** DIRECTOR GENERAL, DEPARTMENT OF PRIMARY INDUSTRIES  
AND REGIONAL DEVELOPMENT,  
DIRECTOR GENERAL, DEPARTMENT OF BIODIVERSITY  
CONSERVATION AND ATTRACTIONS,  
DIRECTOR GENERAL, DEPARTMENT OF EDUCATION,  
CHIEF EXECUTIVE, WESTERN AUSTRALIAN MEAT INDUSTRY  
AUTHORITY,  
GENERAL MANAGER, FOREST PRODUCTS COMMISSION

**APPLICANTS**

-v-

THE AUSTRALIAN WORKERS' UNION, WEST AUSTRALIAN  
BRANCH, INDUSTRIAL UNION OF WORKERS

**RESPONDENT**

**CORAM** COMMISSIONER T B WALKINGTON  
**DATE** THURSDAY, 6 JULY 2023  
**FILE NO/S** AG 9 OF 2023  
**CITATION NO.** 2023 WAIRC 00363

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**Result** Agreement registered

**Representation**

**Applicant** Ms N Elwafai

**Respondent** Mr C Dunne

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*Order*

HAVING heard from Ms N Elwafai on behalf of the applicants and Mr C Dunne on behalf of the respondent, the Commission, pursuant to the powers conferred under the *Industrial Relations Act 1979 (WA)*, hereby orders –

THAT the agreement made between the parties filed in the Commission on 11 April 2023 entitled *The Australian Workers' Union (Western Australian Public Sector) General Agreement 2022*, as amended and filed on 29 June 2023 and as amended on 6 July 2023 attached hereto be registered as an industrial agreement in replacement of *The Australian Workers' Union (Western Australian Public Sector) General Agreement 2021*, which by operation of s 41(8) is hereby cancelled.

**(L.S.) (Sgd.) T.B. WALKINGTON**

COMMISSIONER T B WALKINGTON

**THE AUSTRALIAN WORKERS' UNION  
(WESTERN AUSTRALIAN PUBLIC SECTOR)  
GENERAL AGREEMENT 2022**

**AG 9 OF 2023**

## **PART 1. APPLICATION OF GENERAL AGREEMENT**

### **1. TITLE**

This General Agreement shall be known as The Australian Workers' Union (Western Australian Public Sector) General Agreement 2022.

### **2. ARRANGEMENT**

## **PART 1. APPLICATION OF GENERAL AGREEMENT**

### **1. TITLE**

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### **3. DEFINITIONS**

3.1 For the purposes of the General Agreement the following definitions apply:

- (a) **Afternoon Shift** means any ordinary hours starting at or after 10.00 a.m. and before 8.00 p.m.
- (b) **Agency** means a Respondent listed in Schedule 9.
- (c) **Agency Specific Agreement** means an industrial agreement developed in accordance with clause 3 of Schedule 5, or clause 5 of Schedule 6, which will be read in conjunction with the General Agreement and Award.
- (d) **Award** means the *State Research Stations, Agricultural Schools and College Workers Award 1971*.
- (e) **Day** means from midnight to midnight.
- (f) **Day Shift** for the purposes of shift work provisions, means any ordinary hours starting at or after 6.00 a.m. and before 10.00 a.m.
- (g) **De-facto partner** means a relationship (other than a legal marriage) between two persons who live together in a 'marriage-like' relationship and includes same sex partners.

- (h) **Dependant** of an Employee, for the purposes of District Allowance, means:
- (i) a partner; or
  - (ii) where there is no partner, a child or any other relative resident within the state who relies on the Employee for their main support; and
  - (iii) who does not receive a District or Location Allowance of any kind.
- (i) **Employee** means a person employed in Western Australia by a Respondent and who is a member of, or who is eligible to be a member of, The Australian Workers' Union, West Australian Branch, Industrial Union of Workers (Union).
- (j) **Employer** means a respondent listed in Schedule 9.
- (k) **General Agreement** means The Australian Workers' Union (Western Australian Public Sector) General Agreement 2022.
- (l) **Metropolitan Area** means that area within a radius of fifty (50) kilometres from the Perth City Railway Station.
- (m) **Night Shift** means any ordinary hours starting at or after 8.00 p.m. and before 6.00 a.m.
- (n) **Ordinary rate of pay** means the weekly rate of pay as expressed in the schedules of this General Agreement.
- (o) **Partial dependent** of an Employee, for the purposes of District Allowance, means:
- (i) a partner; or
  - (ii) where there is no partner, a child or any other relative resident within the state who relies on the Employee for their main support; and
  - (iii) who receives a District or Location Allowance of any kind pursuant to their employment which is less than the District Allowance prescribed in this General Agreement.
- (p) **Partner** means either Spouse or De-facto partner.
- (q) **Primary care giver** means, for the purposes of parental leave, a person who assumes the principal role of providing care and attention to a child.
- (r) **Government Sector Labour Relations** means Government Sector Labour Relations, the Department of Mines, Industry Regulations and Safety.



- (s) **Reasonable board and lodging** means lodging in a well-kept establishment with three adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating and with hot and cold running water, in either a single room or a twin room if a single room is not available.
- (t) **Regional Employee** means any Employee other than one whose assigned headquarters are within the Metropolitan Area as defined in this General Agreement.
- (u) **Registered employee** means a registered employee as defined by section 94 (1A) of the *Public Sector Management Act 1994*.
- (v) **Registrable employee** means a registrable employee as defined by section 94 (1A) of the *Public Sector Management Act 1994*.
- (w) **Rostered shift** means a shift of which the Employee concerned has had no less than 24 hours' notice.
- (x) **Spouse** means a person who is lawfully married to that person.
- (y) **Surplus Employee** means either a Registrable employee or a Registered Employee.
- (z) **Tradesperson** means a Carpenter, Glazier, Motor Mechanic, Welder, Boilermaker, Electrician, Plumber, Painter or such agreed person between the parties who are required by the Employer to use their trade skills. The base trade equivalent rate is at Level 2.6.
- (aa) **Union** means The Australian Workers' Union, West Australian Branch, Industrial Union of Workers.
- (ab) **WAIRC** means the Western Australian Industrial Relations Commission.

#### 4. PURPOSE OF GENERAL AGREEMENT

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

- (a) effect wage increases in accordance with the General Agreement, for Employees bound by the General Agreement; and
- (b) provide a core set of employment conditions for Employees bound by the General Agreement.

#### Objectives

4.2 The objectives of this General Agreement are:

- (a) improving working arrangements that will contribute to the long-term viability of the Agencies;

- (b) maximising the efficiency, flexibility, productivity and revenue of the Agencies for the benefit of Employees, the Agencies and the people of Western Australia;
- (c) developing and maintaining productive, cooperative and harmonious relationships; and
- (d) maintaining and enhancing workplace health, safety and welfare throughout the Agencies.

In accordance with wage fixing principles, the parties acknowledge that a broad agenda shall be considered in the implementation of improved productivity within the Agencies.

4.3 To enhance these aims, it is agreed that:

- (a) subject to their skill and competence, there will be full flexibility between all Employees who perform the work specified in this General Agreement;
- (b) there will be a regular free exchange of information as to the performance and prosperity of the business; and
- (c) a Consultative Committee will be established in order to consult Employees on matters relevant to their employment.

4.4 The following principles will govern the relationship between the parties in pursuing the aims of this General Agreement:

- (a) the parties acknowledge and accept the structures, accountabilities and responsibilities of each other;
- (b) honesty, mutual respect and a professional attitude will prevail at all times; and
- (c) it is the duty of all parties to promote and develop trust, understanding and motivation within the workplace.

## **5. SUPPORTING OUTCOMES**

Specific measures identified below detail how productivity improvements are to be achieved. These measures require Employer, Union and Employee participation and commitment.

### **Continuous Improvement**

- 5.1 (a) It is agreed there will be full support for, and involvement with the ongoing process of continuous improvement to achieve reduced costs,

less waste and improve quality, technology, work organisation, customer service, timeliness, safety, training and enhanced conservation outcomes.

- (b) A fundamental ingredient in facilitating this strategy is the involvement of all Employees in its development and implementation. The parties agree to promote the involvement of all Employees in continuously improving their workplaces and to pro-actively work to remove barriers to its implementation.

### **Management of Work, Technology and use of Resources**

5.2 The parties agree to improve work practices across all areas of the Agencies, particularly:

- (a) improved efficiency of planning, allocation, performance and reporting of work undertaken;
- (b) increased workplace flexibility (both geographical and functional);
- (c) use of best practice and benchmarking to promote, measure and monitor team performance;
- (d) compare performance results with other work teams and taking appropriate action to continually improve performance;
- (e) improved management and supervisory practices to give more responsibility to work teams within developed guidelines;
- (f) increased devolution of accountability and responsibility leading to self-managed work teams;
- (g) simplification and improvement of work processes and procedures;
- (h) optimising the use of existing technology; and
- (i) implementation and use of new technologies including advanced communication and information technology systems.

5.3 Training and Skills Acquisition

- (a) The parties agree that training will be provided to enable Employees to progress through their career paths subject to skills, knowledge, competency standards and licensing requirements.
- (b) The parties are committed to the implementation of Nationally Recognised Training standards for in-service training courses, including accreditation and registration, where applicable with industry standards.

5.4 Flexibility

- (a) Employees may perform work outside the Union's coverage where such work is not the major part, and is peripheral and incidental to, their normal duties, provided that such work is within their level of skill, knowledge and competence.
- (b) Joint Consultative Committees (JCCs) will be committed to resolving demarcation issues at their workplaces as they arise. The parties reject "demarcation resolutions" which limit career path opportunities for Employees.

#### 5.5 Health and Safety

- (a) No measures adopted in this General Agreement shall in any way prejudice Workplace Health and Safety programs already in place in any workplace in the Agencies.
- (b) The parties are committed to the rehabilitation of any Employee who is incapacitated through any work related injury.

### 6. APPLICATION AND PARTIES BOUND

- 6.1 This General Agreement replaces and cancels in its entirety The Australian Workers' Union (Western Australian Public Sector) General Agreement 2021.
- 6.2 The parties bound by the General Agreement are The Australian Workers' Union, West Australian Branch, Industrial Union of Workers and the Respondents listed in Schedule 9 of this General Agreement.
- 6.3 The General Agreement shall apply to all Employees who are members of or eligible to be members of the Union and covered by the General Agreement. At the date of registration the approximate number of Employees bound by the General Agreement is 453.
- 6.4 The *State Research Stations, Agricultural Schools and College Workers Award 1971* continues to apply as the Parent Award to Employees of the Department of Education or the Department of Primary Industries and Regional Development engaged in duties at a State Research Station or Agricultural School or College. Where the provisions of this Award and the General Agreement are inconsistent, the provisions of the General Agreement shall prevail. Where the General Agreement is silent the provisions of the Award must apply to the Employees referred to within this clause.
- 6.5 Area of Operation

This General Agreement shall apply throughout the State of Western Australia.

### 7. TERM OF GENERAL AGREEMENT

- 7.1 The General Agreement shall operate from the date of registration in accordance with Section 41 of the *Industrial Relations Act 1979* and will expire on 30 June 2024.
- 7.2 The parties to the General Agreement agree to re-open negotiations for a replacement General Agreement at least six (6) months prior to the expiry of the General Agreement with a view to implement a replacement General Agreement operative from 1 July 2024.

## **8. NO FURTHER CLAIMS**

- 8.1 The parties to the General Agreement undertake that for the term of the General Agreement there will be no wage increases sought or granted other than those provided under the terms of the General Agreement.
- 8.2 The parties to the General Agreement undertake that for the term of the General Agreement there will be no further claims on matters contained in the General Agreement except where specifically provided for.

## **9. DIRECT AND PERMANENT EMPLOYMENT**

### **Statements of Government Preference**

- 9.1 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.
- 9.2 The Employer recognises that casual employment, seasonal employment, labour hire, and other contract for service arrangements are not the preferred methods for delivery of services, and the Employer will work towards minimising the use of casual employment, labour hire and other contract for service arrangements.

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

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

### **Surplus Employees**

- 9.4 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.

- 9.5 Where more than one appropriate permanent Surplus employee exists, the following hierarchy must 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.

## **10. PUBLIC SECTOR DELIVERY OF PUBLIC SERVICES**

- 10.1 The Government and Employers prefer the delivery of public services to be undertaken by Employees.
- 10.2 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.
- 10.3 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.

## **11. TYPES OF EMPLOYMENT**

- 11.1 Employees are to be notified in writing on commencement of their employment status, which may be either one of the following:
- (a) full-time;
  - (b) part-time;
  - (c) fixed term;
  - (d) casual;
  - (e) trainees; or
  - (f) permanent seasonal.

### **11.2 Full-time Employees**

- 11.2.1 A full-time Employee is an Employee who:

- (a) is employed to work 38 hours per week; and
- (b) can be employed for
  - (i) an indefinite period; or
  - (ii) for a fixed term .

### **11.3 Part-time Employees**

11.3.1 A part-time Employee is an Employee who:

- (a) is employed and terminated on the same conditions as those applicable to a full-time Employee;
- (b) works less than 38 hours per week;
- (c) has reasonably predictable hours of work; and
- (d) receives on a pro-rata basis equivalent pay and conditions to those of full-time Employees who do the same kind of work.

11.3.2 At the time of appointment the Employer and the part-time Employee will agree in writing on a regular pattern of work specifying the days of work, ordinary hours to be worked each day and start and finish times.

11.3.3 Any agreed variation to the regular pattern of work will be recorded in writing.

### **11.4 Fixed Term Contract Employment**

11.4.1 Subject to this clause and in accordance with clause 11 – Types of Employment of this Agreement, Employees may be employed on contracts having fixed terms.

11.4.2 Before employing a person as a fixed term contract Employee or providing a new or extended fixed term contract to an Employee, the Employer must first consider whether any permanent Surplus employees can undertake the role or duties required. If a permanent Surplus employee can undertake the role or duties, they will be offered the employment.

11.4.3 Notwithstanding clause 11.4.2, the Employer will have discretion to renew an existing fixed term contract if the Employee has been in the same or similar role for more than two years and the arrangements are being reviewed for possible conversion under a process referred to at clause 11.4.8.

11.4.4 Where more than one appropriate permanent Surplus employee exists, the following hierarchy shall apply for access to the role or duties:

- (a) internal Surplus employees are considered first;
- (b) if no internal Surplus employees are suitable, Registered employees from other employing authorities are considered; and
- (c) if no Registered employees are suitable, Registrable employees from other employing authorities are considered.

11.4.5 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;
  - (i) 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 JCC;
  - (ii) where external funding has been consistent on an historical basis and it can be reasonably expected to continue, the Employer shall assess the percentage of positions for which permanent appointment can be made;
- (c) work that is seasonal in nature;
- (d) where an Employee with specific skills is not readily available in the Public Sector is required for a finite period; or
- (e) in any other situation as agreed between the parties to this Agreement.

11.4.6 Employees appointed for a fixed term shall be advised in writing of the terms of the appointment, including the circumstances of the appointment as provided under clause 11.4.5 and the dates of commencement and termination of employment.

11.4.7 The Employer will provide the Union the names and work locations and business email addresses of all fixed term contract employees within two months of registration of this Agreement and subsequently, within 28 days of a request being made in writing.

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

11.4.8 For the purposes of this clause:

- (a) an 'eligible fixed term Employee' is a fixed term Employee:
  - (i) who has completed two or more years of service:



- (aa) in the same or a similar role;
- (bb) under one or more fixed term contracts;
- (cc) with the same employer or a different employer due to a machinery of government change; and
- (dd) without a break in service;
- (ii) who does not have a documented record of unsatisfactory performance in their role.
- (b) a 'break in service' is a break between contracts of more than 30 days, attributable to fluctuating demand or business need, or taken at the request of the Employee. For employees performing work within schools or TAFE colleges, a break in service excludes any Employer initiated break due to the student vacation period.

Any period between contracts for which payment in lieu of leave has been made by the employer does not count towards calculating the 30-day period.

If a question arises in a dispute under this Agreement as to whether a break between contracts constitutes a break in service, it is the responsibility of the Employer to demonstrate the break was attributable to fluctuating demand or business need, or in response to the Employee's request, and was not imposed to avoid an obligation to review or permanently appoint an Employee.

11.4.9 An Employer must, 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, which may include consecutive fixed term contracts with the same Employer or a different Employer due to a machinery of government change, in the same or a similar role – each further two years without a break in service from the date referred to in paragraph (a) or (b);

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 clause 11.4.5.

11.4.10 Where there is a potential change to the legitimacy of an Employee's fixed term contract arrangement due to a change in circumstance listed in clause 11.4.5 or 11.4.12, the Employee can request that the Employer undertake a review in accordance with this clause. The Employer must undertake the review no later than three months after the date of the Employee's request.

11.4.11 If, after carrying out a review referred to in clause 11.4.9 or 11.4.10, the Employer determines the fixed term employment does not currently meet a circumstance listed in clause 11.4.5, the Employer must appoint the Employee permanently to the same position at their current FTE.

11.4.12 The requirement at 11.4.11 does not apply if the Employer certifies in writing that the role performed by the fixed term Employee can no longer be funded from within the agency or organisation's approved salary expense limits. Relevant notification and consultation obligations must be complied with prior to this certification, unless new information is identified as part of this review process.

11.4.13 If, after carrying out a review referred to in clause 11.4.9 and 11.4.10, the Employer determines the fixed term employment meets a circumstance listed in clause 11.4.5, the Employer must give the Employee in writing no later than two weeks after the date of completing the review:

- (a) a statement of the review outcome and the detailed reasons for it; and
- (b) a plain-language summary of an 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.

11.4.14 For the purposes of 11.4.9 and 11.4.10, if an eligible fixed term Employee is employed under multiple, concurrent fixed term contracts with the same Employer, each contract and the circumstances of the work being performed under it is to be reviewed individually.

11.4.15 The review mechanisms and processes detailed in clause 11.4.8 to 11.4.14 are to be reviewed over the life of this Agreement.

## **11.5 Casual Employees**

11.5.1 A casual Employee is an Employee who:

- (a) is engaged as such;
- (b) works less than five consecutive days;
- (c) is not entitled to any leave entitlements in this General Agreement with the exception of bereavement leave, long service leave, family and domestic violence leave, carers leave, public health emergency leave, compassionate leave for early pregnancy loss and foster carer's leave.
- (d) receives, on a pro-rata basis, 25% in excess of the rate prescribed for their required level of competency for any work performed on ordinary workdays and where work is performed on weekends or public holidays,

25% in excess of the loaded rate. This extra 25% will be in addition to and calculated on any shift penalties.

11.5.2 Casual Employees are to be informed if they are required to work on the next working day.

- (a) Where a casual Employee is so informed, but no useful work is available, the Employee will be paid as follows:
  - (i) where no useful work is available due to circumstances beyond the control of the Employer, paid for three hours; or
  - (ii) where no work is available for any other reason paid for the whole day or shift.
- (b) Examples of 'circumstances beyond the control of the Employer' include, but are not limited to one or a combination of the following:
  - (i) Inclement weather or natural disasters;
  - (ii) Power failure; and
  - (iii) Plant and machinery failure.

11.5.3 The Employer will determine the appropriate increments for casual Employees by taking into consideration prior experience within the Public Sector.

11.5.4 Nothing in this clause confers "permanent" or "fixed term contract" officer status within the meaning of section 64 of the *Public Sector Management Act 1994*. Notwithstanding, permanent positions can be created for appointment in accordance with clauses 11.5.5 to 11.5.11.

### **Conversion and Appointment to Permanency for Casual Employees**

11.5.5 For the purposes of this clause:

- (a) an 'eligible casual Employee' is an Employee described as a casual Employee who:
  - (i) has completed two or more years of service with the same Employer or a different Employer due to a machinery of government change, in the same or a similar role without a break in service;
  - (ii) who does not have a record of unsatisfactory performance in their role.
- (b) a 'break in service' is a period of more than 30 days during which a person is not engaged by the Employer to perform work, attributable to fluctuating demand or business need or taken at the request of the Employee. For Employees performing work within schools or TAFE

colleges, a break in service excludes any Employer initiated break due to the student vacation break.

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 an Employee request, and was not imposed to avoid an obligation to review or permanently appoint an employee.

- 11.5.6 The Employer must review the circumstances of an eligible casual Employee's employment to determine whether or not they meet a circumstance described in clause 11.5.1 no later than three months after:
- (a) the date on which the Employee becomes an eligible casual Employee;
  - (b) for an Employee who is an eligible casual Employee on the date of registration of this Agreement – that date; and
  - (c) for an Employee who has continued to be engaged as a casual Employee with the same Employer or a different Employer due to a machinery of government change without a break in service – each second anniversary of the date referred to in paragraph (a) or (b).
- 11.5.7 Following an initial review, where a casual Employee has worked for at least one further year without a break in service and can demonstrate a regular and systematic pattern of hours over a period of 12 months, the Employee can request that the Employer undertake a review in accordance with this clause. The Employer must undertake the review no later than three months after the date of the Employee's request.
- 11.5.8 If, after carrying out a review referred to in clause 11.5.6 or 11.5.7 the Employer determines an Employee's employment is not for an allowable circumstance listed in clause 11.5.1, the Employer must:
- (a) establish a new permanent position reflecting the duties of the casual role at the FTE equivalent to the average hours worked by the Employee for the preceding six months, or the proportion of FTE worked regularly and systematically without substantial fluctuation, unless the Employer certifies in writing that the role performed by the Employee:
    - (i) has been wholly or substantially externally funded and the funding source will no longer be available; or
    - (ii) can no longer be funded from within the agency or organisation's approved salary expense limits.

Relevant notification and consultation obligations must be complied with prior to this certification unless new information is identified as a part of this review process; and

- (b) no later than two weeks after the date of the review :
  - (i) advise the Employee in writing of the review outcome and the detailed reasons for it; and
  - (ii) if the Employer has established a new position, unless a circumstance in clause 11.5.9 applies, offer the Employee permanent appointment to the newly established position. The offer must provide sufficient detail for the Employee to consider the implication of the decision to accept or reject permanent employment.

11.5.9 The Employee whose employment is the subject of a review resulting in the establishment of a new position in accordance with clause 11.5.8 is entitled to be appointed permanently to that position unless the Employee is in Australia on a visa with a fixed duration or a suitable surplus Employee is able to undertake the role.

11.5.10 If, after carrying out a review referred to in clause 11.5.6 and 11.5.7, the Employer determines the casual engagement meets a circumstance described in clause 11.5.1, the Employer must give the Employee in writing no later than two weeks after the date of completing the review :

- (a) a statement of the review outcome and the detailed reasons for it; and
- (b) a plain-language summary of an Employer's obligations under this clause to establish permanent positions where Employees have been working regular and systematic hours over a qualifying two-year period, and the actions the Employee can take if they disagree with the review outcome.

11.5.11 If an Employee does not accept an offer of permanent employment, the Employer may (at the Employer's discretion) continue to engage the Employee as a casual Employee in a different position, subject to the requirements of clause 11.5.1.

11.5.12 The review mechanisms and processes detailed in clauses 11.5.5 to 11.5.11 are to be reviewed over the life of this Agreement.

## **11.6 Traineeships and trainees**

11.6.1 The parties to this General Agreement will comply with the conditions of employment for trainees in clause 16 of the General Agreement.

## 11.7 Seasonal Employees

- 11.7.1 (a) The parties agree to the utilisation of seasonal Employees for fixed term employment for the purpose of meeting seasonal work requirements.
- (b) Seasonal Employees will be in addition to full-time Employee numbers and must not be utilised to the detriment of full-time Employees.
- (c) A seasonal Employee is an Employee enlisted by the Agency on a contractual engagement for periods not less than three months to cover excessive workloads within the Agency.
- (d) The Employee concerned must have such previous service recognised for the purposes of accrual of annual, personal and long service leave, provided that these entitlements shall be calculated on a pro-rata basis in accordance with the following formula:

$$\frac{\text{Number of hours worked per annum}}{1976} = \text{Proportion of entitlement}$$

### Permanent "Seasonal" Employees

- 11.7.2. In addition to the provisions of clause 11.3.1, Employees can be employed as permanent part-time Employees with periods of engagement not on a weekly basis but on a seasonal basis. Employees can be offered employment on a full-time or part-time basis for the duration of the fire season/s. Permanent "Seasonal" Employees will receive pro-rata entitlements equivalent to that of a full-time Employee.
- 11.7.3 All permanent part-time Employees must have a contract clearly stating a commencement date, the duration of the contract with a closing date of the contract and the duties expected. This contract can be extended by mutual agreement dependent upon the requirements of the Agency.

## 11.8 Performance of Work

- 11.8.1 (a) the Employer can direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training consistent with the classification structure of the General Agreement, provided that such duties are not designed to promote deskilling.
- (b) the Employer can direct any Employee to carry out such duties and use such tools and equipment as maybe required, provided that the Employee has been properly trained in the use to such tools and equipment.
- (c) any direction issued by the Employer must be consistent with the Employee's responsibilities to provide a safe and healthy working environment.

## 12. TERMINATION OF EMPLOYMENT

### Notice of termination by Employer

- 12.1 In order to terminate the employment of a full-time or part-time Employee the Employer must give the Employee the following notice:

Period of continuous service	Period of notice
One year or less	one week
More than one year – three years	two weeks
More than three years - five years	three weeks
More than five years	four weeks

- 12.2 In addition to the notice in clause 12.1 Employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, must be entitled to an additional weeks' notice.
- 12.3 Payment in lieu of the notice will be made if the appropriate notice period is not given. Employment can be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- 12.4 In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 12.5 In this clause, continuous service means service under an unbroken contract of employment and includes:
- (a) any period of leave taken in accordance with this General Agreement;
  - (b) any period of part-time employment worked in accordance with this General Agreement; or
  - (c) any period of leave or absence authorised by the Employer or by the General Agreement.

### Notice of Termination by Employee

- 12.6 The notice of termination required to be given by an Employee is the same as required by the Employer, except there will be no additional notice based on the age of the Employee concerned.
- 12.7 If an Employee fails to give notice the Employer has the right to withhold moneys due to the Employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

### Time Off During the Notice Period

- 12.8 Where an Employer has given notice of termination to an Employee, an Employee is entitled to up to one day, time off without loss of pay, for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

### **Statement of Employment**

- 12.9 The Employer must, upon receipt of a request from the Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of his or her employment and the type of work performed by the Employee.

### **Summary Dismissal**

- 12.10 Notwithstanding the provisions of clause 12.1 the Employer has the right to dismiss any Employee without notice for conduct that justifies instant dismissal.

### **Harsh Oppressive or Unfair Dismissal**

- 12.11 The Employer must not harshly, oppressively or unfairly dismiss an Employee.

## **PART 2. WAGES AND ASSOCIATED ALLOWANCES**

### **13. WAGES**

- 13.1 The wage increases for this General Agreement shall be:  
\$60 per week on and from 27 April 2022.
- 13.2 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 annual wage increase that would have been paid had the wages in Agency Specific Schedules of this Agreement been paid on and from 27 April 2022
- 13.3 An Employee who resigns or retires or whose employment is otherwise terminated prior to the registration of this Agreement is not entitled to the payment provided in clause 13.2.

### **14. PAYMENT OF WAGES**

- 14.1 Wages must be paid fortnightly but, where the usual payday falls on a Public Holiday, payment must be made on the previous working day.
- 14.2 Wages will be paid by direct funds transfer to the credit of an account nominated by the Employee at a bank, building society or credit union approved by the Treasurer or an accountable Employee.



- 14.3 For the calculation of wages, the pay period is Monday to Sunday, or as otherwise agreed between the parties.
- 14.4 Claims for payment for overtime and allowances must be submitted on a fortnightly basis.

## **15. SUPPORTED WAGE**

### **15.1 Workers Eligible for a Supported Wage**

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

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

### **Eligibility Criteria**

- 15.2 (a) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this General Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension. (This clause does not apply to any existing Employee who has a claim against the Employer, which is subject to the provisions of workers' compensation legislation, or any provision of the General Agreement relating to the rehabilitation of Employees who are injured in the course of their current employment).
- (b) This clause also does not apply to Employers in respect of their facility, programme, undertaking, service or the like which receives funding

under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are in receipt of or eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s10 or s12A of the Act, or if a part only has received recognition, that part.

### Supported Wage Rates

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

Assessed capacity (clause 13.4)	Percentage (%) of prescribed General Agreement rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than \$83 per week).

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

### Assessment of Capacity

- 15.4 For the purpose of establishing the percentage of the General Agreement rate to be paid to the Employees, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- (a) The Employer and the Employee, or the Union Representative as required; or
  - (b) the Employer and an accredited Assessor from a panel agreed by the parties to the General Agreement and the Employee.

### Lodgement of Assessment Instruments

- 15.5 All assessment instruments under the conditions of this clause, including the appropriate percentage of the General Agreement wage rate to be paid to the Employee, must be lodged by the Employer with the Registrar of the Commission.

All assessment instruments must be agreed and signed by the parties to the assessment, provided that where the Union is not a party to the assessment it must be referred by the Registrar to the Union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

### **Review of Assessment**

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

### **Other Terms and Conditions of Employment**

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

### **Workplace Adjustment**

- 15.8 An Employer wishing to employ a person under the provisions of this clause must take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes can involve re-design of job duties, working time arrangements and work organisation in consultation with other Employees in the area.

### **Trial Period**

- 15.9 (a) In order for an adequate assessment of the Employee's capacity to be made, an Employer can employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During the trial period the assessment of capacity must be undertaken and the proposed wage rate for a continuing employment relationship must be determined.
- (c) The minimum amount payable to the Employee during the trial period must be no less than \$64 per week.
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment must be entered into based on the outcome of assessment under clause 15.5.

## 16. TRAINEESHIPS

### 16.1 Definitions

- (a) **Part-time trainee** means a trainee who is employed for a minimum of 20 hours per week (except in the case of school based traineeships), and has regular and stable hours of work each week, to allow training to occur. Wages and entitlements accrue on a pro rata basis.
- (b) **Traineeship** means a full-time or part-time structured employment based training arrangement approved by the Western Australian Department of Training and Workforce Development. Trainees gain work experience and have the opportunity to learn new skills in a work environment. On successful completion of the Traineeship the trainee obtains a nationally recognised qualification.
- (c) **Traineeship Training Contract** means the agreement between the Employer and the trainee that provides details of the Traineeship and obligations of the Employer and trainee and is registered with the Department of Training and Workforce Development.
- (d) **Training Plan** means the on-the job and off-the-job training assessment plan and how the Registered Training Organisation will assist in ensuring the integrity of the training and assessment process.

16.2 (a) Trainees are to be additional to the normal workforce of the Employer so that trainees shall not replace paid Employees or volunteers or reduce the hours worked by existing Employees.

(b) Training Conditions:

The arrangements between the Employer and the trainee in relation to training are as specified in the Traineeship Training Contract, as administered by the Department of Training and Workforce Development. The trainee will be trained in accordance with the agreed Training Plan.

(c) Employment Conditions:

- (i) The initial period of employment for trainees is the nominal training period endorsed at the time the particular Traineeship is established;
- (ii) Completion of the Traineeship Scheme will not guarantee the trainee future employment in the Public Sector, but the Employer will cooperate to assist the trainee to be placed in suitable employment, should a position arise;
- (iii) Trainees are permitted to be absent from work without loss of continuity of employment to attend off the job training in

accordance with the Training Plan. However, except for absences provided for under the General Agreement, failure to attend for work or training without an acceptable cause may result in loss of pay for the period of the absence;

- (iv) Trainees will receive a mix of supervised work experience, structured training on the job and off the job, and the opportunity to practice new skills in a work environment; and
  - (v) Overtime and shift work must not be worked by trainees except to enable the requirements of the training to be effected. When overtime and shift work are worked the relevant allowances and penalties of the General Agreement will apply. No trainee must work overtime or shift work unsupervised.
- (d) Traineeship Rates of Pay
- (i) The salary applicable to school-based trainees and junior trainees (under 21) must be covered by the applicable Agency Specific Schedules level 1 wage rate of this Agreement in accordance with the trainee's age.
  - (ii) The salary applicable to adult trainees must be covered by the applicable Agency Specific Schedules level 1 wage rate.
  - (iii) Despite clause 13.2 the wage rate provided for in this clause apply from the date of registration.

## **17. RECOVERY OF UNDERPAYMENTS**

17.1 Where an Employee is underpaid in any manner:

- (a) the Employer will, once the Employer is aware of the underpayment, rectify the error as soon as practicable;
- (b) where possible the underpayment must be rectified no later than in the pay period immediately following the date on which the Employer is aware an underpayment has occurred; and
- (c) where an Employee can demonstrate an underpayment has created serious financial hardship, the Employee must be paid by way of a special payment as soon as practicable.

17.2 An Employer must compensate an Employee for costs resulting directly from an underpayment, where it is proven the costs resulted directly from the underpayment. This includes compensation for overdraft fees, dishonoured cheque costs, and dishonour fees related to routine deductions from a bank account into which an Employee's salary is paid.

17.3 Nothing in this clause must be taken as precluding the Employee's legal right to pursue recovery of underpayments.

## **18. RECOVERY OF OVERPAYMENTS**

18.1 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.

18.2 Any overpayment will be repaid to the Employer within a reasonable period of time.

18.3 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.

18.4 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.

18.5 If agreement on a repayment schedule cannot be reached within a reasonable period of time, the Employer can deduct the amount of the overpayment over the same period of time that the overpayment occurred provided:

(a) the Employer cannot deduct or require an Employee to repay an amount exceeding 10% of the Employee's net pay in any one pay period without the Employee's agreement; and

(b) where necessary, an Employer can deduct money over a period of time greater than the period of time over which the overpayment occurred.

18.6 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 65 - Dispute Settlement Procedure of this General Agreement. No deductions relating to the overpayment must be made from the Employee's pay while the matter is being dealt with in accordance with the Dispute Settlement Procedure.

18.7 Nothing in this clause can be taken as precluding the Employer's legal right to pursue recovery of overpayments.

18.8 Where an Employer alters the pay cycle or pay day, any consequential variations to an Employee's fortnightly salary and/or payments to compensate cannot be considered an overpayment for the purposes of this clause.

## **19. PERFORMANCE MANAGEMENT**

19.1 All Employees' performance will be subject to regular reviews. The reviews shall be in accordance with the guidelines provided by the Employer's preferred

performance management system. The reviews must occur at least every 12 months.

- 19.2 The intent of this provision is to provide an opportunity for Employees to discuss their performance with their manager/supervisor, and will not of itself have any impact on the wage classifications that apply under this General Agreement.

## **20. SALARY PACKAGING**

- 20.1 An Employee can, by agreement with the Employer, enter into a Salary Packaging arrangement in accordance with the WA Public Sector Salary Packaging Guidelines or any similar Salary Packaging arrangement offered by the Employer.
- 20.2 Salary Packaging is an arrangement whereby the entitlements under the General Agreement contributing toward the Total Employment Cost (as defined) of an Employee, can be reduced by and substituted with another, or other benefits.
- 20.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employers Superannuation Guarantee contributions.
- 20.4 The TEC for the purposes of Salary 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 (e.g. performance based incentives, where they exist).
- 20.5 Where an Employee enters into a Salary Packaging arrangement they will be required to enter into a separate written agreement with the Employer that sets out the terms and conditions of the arrangement.
- 20.6 Notwithstanding any Salary Packaging arrangement the salary rate as defined is the basis for calculating salary related entitlements specified in the General Agreement.
- 20.7 The Salary Packaging arrangement must be cost neutral in relation to the total cost to the Employer.
- 20.8 The Salary Packaging arrangement must also comply with relevant Taxation Legislation and the Employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the Employee.



- 20.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the Employee or the provision of Employer benefits under the Salary Packaging agreement, such tax, penalties and any other costs shall be borne by the Employee.
- 20.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the Employee may vary or cancel a Salary Packaging arrangement.
- 20.11 Compulsory Employer Superannuation Guarantee contributions are to be calculated in accordance with applicable federal and state legislation. Compulsory Employer contributions made to superannuation schemes established under the *State Superannuation Act 2000* and the *Parliamentary Superannuation Act 1970* are calculated on the gross (pre-packaged) salary amount regardless of whether an Employee participates in a salary packaging arrangement with their Employer.
- 20.12 The cancellation of Salary Packaging will not cancel or otherwise affect the operation of the General Agreement.
- 20.13 An Employer cannot unreasonably withhold agreement to Salary Packaging on request from an Employee.

## 21. DISTRICT ALLOWANCE

- 21.1 This clause is to be read in conjunction with District Allowance (Government Wages Employees) General Agreement 2010 AG18 of 2010 or its replacement.
- 21.2 District Allowance is payable to casual Employees on an hourly rate basis in accordance with the following formula:

Appropriate Weekly District Allowance Rate	x	1	
1		38	

## 22. FLYING ALLOWANCE

- 22.1 An Employee who in the course of the Employee's official duties is required to fly in an aircraft other than those used in public air services, must be paid an allowance for the following duties:
- (a) Observation and photographic duties in fixed wing aircraft - \$14.71 per hour or part thereof;
  - (b) Cloud seeding and fire-bombing duties, observation and photographic duties involving operations in which fixed wing aircraft are used at heights less than 304 metres or in unpressurised aircraft at heights more than 3048 metres - \$20.17 per hour or part thereof; and



- (c) When required to fly in a helicopter on fire-bombing duties, observation and photographic duties or stock surveillance - \$27.88 per hour or part thereof.

22.2 Subject to the provisions of this General Agreement, the provisions of the *Public Service Award 1992* at clause 46 – Flying Allowance and Schedule K – Diving, Flying and Sea Going Allowance, as amended from time to time, must apply *mutatis mutandis* to Employees covered by this General Agreement.

### **23. MOTOR VEHICLE ALLOWANCE**

Subject to the provisions of this General Agreement, the provisions of the *Public Service Award 1992* clause 47 – Motor Vehicle Allowance and Schedule E and F – Motor Vehicle Allowance, as amended from time to time, must apply *mutatis mutandis* to Employees covered by this General Agreement.

### **24. CAMPING ALLOWANCE**

24.1 When an Employee is required to camp because the job site is too distant from their usual place of work for the Employee to reasonably return home each night, the Employer will:

- (a) pay a per night allowance as prescribed in Schedule 8 (2); or
- (b) provide reasonable board and lodging; or
- (c) pay a higher amount than the Camping Allowance if the Employee can justify the greater outlay.

24.2 Subject to 24.3 below, where:

- (a) the camp is considered to be the Employee's usual place of work because the Employee has been directed by the Employer to live at the site; or
- (b) the Employee is required to live at the site because no reasonable transportation is available to enable the Employee to travel to and from work each day,

the Employer will pay an allowance as prescribed in Schedule 8(2) for every working week or, one seventh of this amount per night (which includes Saturday or Sunday).

24.3 Provided that, where the Employer provides meals, the allowance provided at clause 24.1 will be reduced by an amount as prescribed in Schedule 8(2) per night as from the date of registration of the General Agreement.

24.4 Where the accommodation provided is not considered "reasonable board and lodging" and the Department of Biodiversity Conservation and Attractions

provides food to Employees to prepare and cook meals – a camping allowance prescribed in Schedule 8(2) will be paid.

## **25. INCIDENTAL ALLOWANCE**

- 25.1 An Employee who travels on official business which necessitates an overnight stay away from headquarters is entitled to an Incidental Allowance.
- 25.2 The rate of Incidental Allowance is that as prescribed in the *Public Service Award 1992* – Schedule I - Item (1), (2) or (3) as amended from time to time.
- 25.3 An Employee in receipt of Camping Allowance under clause 24 of this General Agreement is not entitled to an Incidental Allowance under this clause.

## **26. COXSWAIN ALLOWANCE**

- 26.1 Employees who hold a full Coxswain certificate and are required to hold the certificate as part of their job description form will be paid an allowance of \$17.20 per week, where the employee is appointed to pilot a boat during that period.
- 26.2 Employees who hold a restricted Coxswain certificate and are required to hold the certificate as part of their job description form will be paid an allowance of \$8.60 per week, where the employee is appointed to pilot a boat during that period.

## **27. OTHER ALLOWANCES**

### **27.1 Leading Hand/Trainer**

An Employee appointed as a Leading Hand or Trainer must for the time so spent, but not less than a day, be paid an hourly allowance as prescribed in Schedule 8(2) of this General Agreement. A Leading Hand will be considered to be an Employee placed in charge of three or more persons. A Trainer will be considered to be an Employee who is required to instruct Employees in specific job skills. This allowance cannot be claimed for both job descriptions at the same time.

### **27.2 First Aid Allowance**

An Employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St. John's Ambulance or similar body must be paid a weekly allowance as prescribed in Schedule 8(2) of this General Agreement, if appointed by their Employer to perform first aid duty.

### **27.3 Compensation for Damage to Clothing, Spectacles, Hearing Aids and Tools**

Compensation must be made to the extent of the damage sustained where, in the course of the work, clothing, spectacles, hearing aids or tools of trade are damaged or destroyed by fire or molten metal or through the use of corrosive substances. The Employer's liability in respect of tools is limited to the tools of trade that are ordinarily required for the performance of the Employee's duties. Compensation is not payable if an Employee is entitled to workers' compensation in respect of the damage.

#### 27.4 Case Hardened Prescription Lenses

An Employer who requires an Employee to have their prescription lenses case hardened must pay for the cost of such case hardening.

#### 27.5 Working Away From the Usual Place of Work

- (a) An Employee who is required to start work at a place other than the Employee's usual place of work will, if the time taken in travelling from the Employee's place of residence to the job and return exceeds the time normally taken in travelling from the Employee's usual place of residence to the Employee's usual place of work and return, be paid for such excess travelling time at ordinary rates. An Employee's usual place of work means the usual work location, depot or office complex to which the Employee is normally assigned.
- (b) If the fares actually and reasonably incurred in such travelling exceed the fares normally paid by the Employee in travelling from the Employee's place of residence and return, the Employer will pay the amount by which such fares exceed those usually paid for travelling to and from the Employee's usual place of employment.

#### 27.6 Underground Allowance

- (a) An Employee will receive an additional allowance a day or shift as prescribed in Schedule 8(2) of this General Agreement for working underground.
- (b) The Underground Allowance will commence from the surface for sinking shafts more than six metres deep.
- (c) There is no Underground Allowance for pot and drive work at a depth of 3.6 metres or less.

#### 27.7 Allowance For Protective Clothing Whilst Using Herbicides Or Pesticides

An Employee required to wear protective clothing or equipment for the purpose of this paragraph will be paid an hourly rate or part thereof as prescribed in Schedule 8(1) while doing so unless the Employee and the Employer agree that by reason of the nature of the protective clothing or equipment the Employee does not suffer discomfort or inconvenience whilst wearing it, or in

the event of disagreement, clause 65 – Dispute Settlement Procedure of this General Agreement shall apply.

#### 27.8 Tool Allowance

Employees will be paid a weekly Tool Allowance as prescribed in Schedule 8(1) of this General Agreement when Employees are required to use their own tools.

#### 27.9 Meal Allowance

A Meal Allowance as prescribed in Schedule 8(1) of this General Agreement will be paid, if the Employer is unable to provide an adequate and suitable meal, when an Employee is required to work overtime in excess of one and a half hours after working ordinary hours.

#### 27.10 Allowance for Loss or Damage of Personal Effects During the Course Of Duty

- (a) An Employee will be paid costs to the extent of the loss or damage, up to the maximum amount prescribed in Schedule 8(1) of this General Agreement for Employee's clothing which is destroyed at the workplace or camp, provided that such destruction is not in any way caused by the Employee's own act or neglect or wilful destruction.
- (b) An Employee will be paid costs to the extent of the loss or damage, where an Employee during the course of their duty incur loss or damage to their spectacles and the Employer is satisfied it is work related. Provided that this does not apply when an Employee is entitled to Workers' Compensation in respect to the damage.

### **PART 3. LEAVE**

#### **28. ANNUAL LEAVE**

The provisions of this clause do not apply to casual Employees.

##### **Entitlement to annual leave**

- 28.1 An Employee is entitled to four consecutive weeks of annual leave with pay, after every 12 months of continuous service. Annual leave must be calculated on a calendar year basis commencing 1 January in each year.
- 28.2 Agreement between the Employer and Employee can be reached to allow leave to be taken in periods of not less than one week, including the taking of single days leave to a maximum of five single days per annum.
- 28.3 Public holidays that occur during the period of annual leave will be added to the end of the leave. Annual leave loading is not payable on these additional days.

- 28.4 If any Employee has more than one year accrued annual leave entitlement, with the Employer's approval, the Employee can compact any portion in excess of that entitlement on a two for one basis.

#### **Additional entitlements to annual leave**

- 28.5 A seven day shift Employee who works regularly on Sundays and public holidays is entitled to one extra week's leave in addition to the leave to which the Employee is otherwise entitled under this clause, after every 12 months of continuous service. Where an Employee with more than 12 months continuous service is engaged on seven day shifts including regular Sundays and public holidays for only part of a qualifying 12 month period, the Employee is entitled to the additional week of annual leave on a monthly pro rata basis. This will be calculated by increasing the annual leave entitlement by 1/12th of a week for each completed month continuously engaged.
- 28.6 Leave entitlements for Employees who are engaged in vermin and pest control for the purposes of protecting the agricultural industry are as follows:
- (a) Agricultural pest and weed spray operators employed to work in that area of the State north of the 26 degree south latitude are entitled to five weeks of annual leave.
  - (b) Agricultural doggers and vermin fence Employees employed to work in that area of the State south of the 26 degree south latitude are entitled to five weeks of annual leave.
  - (c) Agricultural doggers and vermin fence Employees employed to work in that area of the State North of the 26 Degree South Latitude are entitled to six weeks of annual leave.

#### **Rate of payment for annual leave**

- 28.7 Employees will be paid for annual leave on the basis of their ordinary rate of pay with additional leave loadings specified in clause 28.12.
- 28.8 In the case of a shift Employee, at the rate of pay the Employee would have received for working the roster or projected roster, inclusive of penalties, had the Employee not taken leave in addition to the leave loadings specified in clause 28.14 (a).
- 28.9 If after one week's continuous service an Employee lawfully leaves, or employment is terminated through no fault of the Employee, pro rata annual leave is payable, paid at:
- (a) 2.923 hours for each completed week of continuous service; or
  - (b) 3.653 hours for each completed week of continuous service where a shift Employee qualifies for one extra week, as prescribed in clause 28.6.

28.10 An Employee is not entitled to pro rata annual leave or payment in lieu of annual leave:

- (a) if the Employee has not accrued the annual leave;
- (b) if the Employee has been dismissed for misconduct;
- (c) for any period of unpaid leave;
- (d) for any approved period of absence through illness, with or without pay, which is in excess of three calendar months; and
- (e) for any approved period of absence through a work related injury or illness, which is in excess of six calendar months.

**Entitlement to annual leave loading**

28.11 The entitlement to annual leave loading prescribed by this clause does not apply to Employees covered by Schedule 2 of this General Agreement, who receive an annualised allowance of 2.34% in lieu of annual leave loading.

28.12 A loading of 17.5% calculated on an employee’s normal rate of salary for a maximum of four weeks’ annual leave must be paid to employees on the first pay period in December in the calendar year in which the leave accrues.

28.13 The maximum payment for the loading provided for in clause 28.12 must not exceed a rate equivalent to 17.5% of four weeks’ salary of a General Division Level 8.1 Employee, as prescribed by the Public Sector CSA Agreement 2022 or its replacement, as at 1 January in the calendar year in which the leave accrues, in accordance with the following:

	Maximum leave loading for annual leave:	Maximum
(i)	Maximum leave loading payment in December 2021	\$1,815.47
(ii)	Commencing on or after 1 January 2022	\$1,828.90

28.14 (a) Where a shift Employee qualifies for one additional week of annual leave, the Employee will receive either a 20% loading in addition to the weekly rate of pay, or payment in accordance with rostered shifts, if that payment is greater.

(b) The maximum payment for leave loading for a shift work Employee will be up to a maximum of 125% of the amount determined by the calculation prescribed in clause 28.13.

(c) Leave loading as prescribed in this subparagraph will apply to proportionate leave on termination.

28.15 Part-time Employees must be paid a proportion of the annual leave loading at the salary rate applicable, provided that the maximum loading payable shall be calculated in accordance with the following formula:

$$\begin{array}{ccc}
 \begin{array}{c} \text{Average hours of work} \\ \text{per fortnight in the} \\ \text{calendar year in} \\ \text{which the leave} \\ \text{accrues} \end{array} & \times & \begin{array}{c} \text{Maximum loading in accordance} \\ \text{with clause 28.12} \end{array} \\
 \hline
 \mathbf{76} & & \mathbf{1}
 \end{array}$$

### **Payment of leave loading for non-shift work Employees**

28.16 Employees (other than shift work Employees and Employees on commuted arrangements which incorporate annual leave loading) are to be paid leave loading as follows:

- (a) In the first pay period in December 2017 Employees eligible for leave loading must be paid leave loading for annual leave accrued up to and including 31 December 2017.
- (b) Leave loading payable on all annual leave accrued from 1 January 2013 onwards must be paid in accordance with the following provisions:
  - (i) Leave loading must be paid to Employees in the first pay period in December in the calendar year in which the leave accrues. The leave loading to be paid must be the leave loading anticipated to be due on 31 December of that year.
  - (ii) Notwithstanding clause 28.17 below, leave loading must be paid in December at the Employee's anticipated substantive rate as at 31 December of that year.
  - (iii) Where an Employee proceeds on annual leave during the calendar year in which that leave accrues and the Employee is in receipt of a higher duties allowance (HDA) during the period of leave, annual leave loading relating to this period of leave will be paid in December based on:
    - (aa) the HDA rate applicable at the time the leave was taken, or
    - (bb) the Employee's anticipated substantive rate as at 31 December of that year, whichever is higher.



- (cc) On termination, where an Employee is not entitled to a payment in lieu of proportionate annual leave, the Employee must refund any leave loading paid in December of that calendar year.

### **Payment of leave loading for shift work Employees**

- 28.17 In accordance with clause 28.14, shift work Employees are to be paid leave loading when taking annual leave.
- 28.18 Where an Employee has been paid leave loading in accordance with clause 28.17, there must be no entitlement to the payment of leave loading when taking annual leave for which the loading was already paid.

### **Capacity to cash out annual leave**

- 28.19 Subject to clause 28.20, the Employer and Employee can agree that the Employee forego part of their entitlement to annual leave in exchange for equivalent payment at the rate which would have applied had leave been taken. For shift work Employees, the payment is to include annual leave loading.
- 28.20 The following criteria apply to the cashing out on annual leave:
- (a) the Employer agrees in writing to a request by an Employee to cash out annual leave;
  - (b) there is an annual leave entitlement that has accrued in previous years and is overdue to be taken;
  - (c) no more than 50% of any year's annual leave entitlement can be cashed out; and
  - (d) annual leave accruing in the year the request for cashing out is made cannot be cashed out in that year.
- 28.21 It is the Employee's responsibility to seek information on any taxation implications arising from the payout of annual leave.

## **29.ANNUAL LEAVE TRAVEL CONCESSION**

### **29.1 Officers Stationed In Remote Areas**

- (a) The travel concessions contained in the following table are provided to officers and their dependants when proceeding on annual leave to either Perth or Geraldton from headquarters situated in District Allowance Areas 3, 4, 5 and 6.
- (b) Officers are required to serve 12 months continuous service in these areas before qualifying for travel concessions. However, officers who have less than 12 months continuous service in these areas and who are required to proceed on annual leave to suit departmental convenience will be allowed



the concessions. The concession may also be given to an officer who proceeds on annual leave before completing 12 months continuous service provided that the officer returns to the area to complete the remainder of the 12 months continuous service at the expiration of the period of leave.

- (c) The mode of travel is to be at the discretion of the Employer.
- (d) Travel concessions not utilised within 12 months of becoming due will lapse.
- (e) Part-time officers are entitled to travel concessions on a pro rata basis according to the usual number of hours worked per week.

Travelling time shall be calculated on a pro rata basis according to the number of hours worked.

	Approved Mode of Travel	Travel Concession	Travelling Time
(aa)	Air	Airfare for the Officer, and dependant partner and dependant children	One day each way.
(bb)	Road	Full motor vehicle allowance rates, but reimbursement not to exceed the cost of the return airfare for the Officer, dependant partner and dependant children, travelling in the motor vehicle.	North of 20° South Latitude - two and one half days each way. Remainder - two days each way.
(cc)	Air and Road	Full motor vehicle allowance rates for car trip, but reimbursement not to exceed the cost of the return air fare for the Officer. Air fares for the dependant partner and dependant children.	North of 20° South Latitude - two and one half days each way. Remainder - two days each way.

- (f) Where Employees are entitled to a travel concession under this clause and the Employees' headquarters are situated in District Allowance Areas 3, 4, 5 or 6, a travel concession covering the cost of airfares or motor vehicle allowance up to a maximum amount equivalent to the value of a return fully flexible and refundable airfare to Perth will be provided for each Employee and each of his/her dependants when proceeding on annual leave to a location other than Perth or Geraldton.

**Officers whose headquarters are located 240 kilometres or more from Perth**

29.2 Officers, other than those designated in paragraph 29.1 (a) whose headquarters are situated two hundred and forty kilometres or more from the Perth Railway Station and who travel to Perth for their annual leave may be granted by the Employer reasonable travelling time to enable them to complete the return journey.

## 30. PERSONAL LEAVE

### Introduction

30.1 The intention of Personal Leave is to give Employees and Employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick and paid carer's leave. Personal Leave is not to be used for circumstances normally met by other forms of leave.

30.2 This clause does not apply to casuals with the exception of clause 30.37 personal leave without pay for the purposes of carer's leave of this clause.

30.3 References to illness in this clause include physical and psychological ill health.

### Entitlement

30.4 The Employer must credit full-time Employees engaged on an ongoing basis with the following personal leave credits:

	Personal Leave Cumulative
On the day of initial appointment	64.6 hours
On the completion of 6 months continuous service	49.4 hours
On the completion of 12 months continuous service	114 hours
On the completion of each further period of 12 months continuous service	114 hours

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

30.6 A part time Employee is entitled to the same personal leave credits as a full time Employee but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave is only made for hours that would normally have been worked had the Employee not been on personal leave.

- 30.7 In the year of accrual the 114 hours personal leave entitlement can be accessed for illness or injury, carer's leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of 12 months continuous service unused personal leave up to a maximum of 98.8 hours will be cumulative and hence added to personal leave accumulated from previous years.
- 30.8 Whilst Employees can to access personal leave in accordance with clause 30.27, a minimum of 76 hours of personal leave per year must be available or accessed by the Employee for the purposes of:

- (a) an Employee's entitlement to paid leave for illness or injury; or
- (b) carer's leave.

The provisions of this clause shall apply to part-time Employees on a pro rata basis.

- 30.9 An Employee is unable to access personal leave while on any period of parental leave or leave without pay. An Employee is unable to access personal leave while on any period of annual or long service leave, except as provided for in clauses 30.27 and 30.28 (re-crediting Leave).
- 30.10 Personal leave cannot be debited for public holidays, which that the Employee would have observed.
- 30.11 If an Employee has exhausted all accrued personal leave the Employer can allow the Employee who has at least 12 months' continuous service to anticipate up to 38 hours personal leave from next year's credit. If the Employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the Employer, calculated at the wage rate as at the date the leave was taken, but no refund is required in the event of the death of the Employee.
- 30.12 In exceptional circumstances the Employer can approve the conversion of an Employee's personal leave credits to half pay to cover an absence on personal leave due to illness or injury.
- 30.13 Personal leave can be taken on an hourly basis.

## **Mental Health**

- 30.14 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.
- 30.15 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 JCC on progress as appropriate.

30.16 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.

### **Application for Personal Leave**

30.17 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to clauses 30.4 and 30.9 the Employer can grant personal leave in the following circumstances:

- (a) where the Employee is ill or injured;
- (b) to provide care or support to a member of the Employee's family or household who requires care or support because of an illness or injury to the member, or an unexpected emergency affecting the member;
- (c) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention; or
- (d) for planned matters that cannot be organised outside of normal working hours or accommodated by flexible working arrangements or other leave and which are either:
  - (i) of a one-off nature; or
  - (ii) of a regular on-going nature in relation to the management of an injury or illness affecting the Employee or a member of the Employee's family or household.

30.18 An Employer may can grant two days' unpaid personal leave per occasion to an Employee to provide care and support to a member of the Employee's family or household due to the birth of a child to the member. This entitlement does not of itself limit an Employee's access to paid personal leave as provided by clause 30.17 of this Agreement. This leave may can also be substituted with accrued annual leave, long service leave, time off in lieu of overtime, flexi leave and/or banked hours to which the Employee is entitled.

30.19 Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.

30.20 The definition of family shall be the definition contained in the *Equal Opportunity Act 1984* (WA) for "relative". That is, a person who is related to the Employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the Employee.

30.21 Where practicable, the Employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work must be provided.

### **Evidence**

30.22 An application for personal leave exceeding two consecutive working days must be supported by evidence that would satisfy a reasonable person of the entitlement.

30.23 In general, supporting evidence is not required for single or two consecutive day absences. Where the Employer has good reason to believe that the absence is not reasonable or legitimate, the Employer can request evidence be provided. The Employer must provide the Employee with reasons for requesting the evidence. The leave cannot be granted where the absence is not reasonable or legitimate.

30.24 Personal leave will not be granted where an Employee is absent from duty because of personal illness directly caused by the misconduct of the Employee in the course of the Employee's employment.

30.25 Where there is doubt about the cause of an Employee's illness, the Employer can require the Employee to submit to a medical examination by a medical practitioner of the Employer's choice, which the Employee must attend. Where it is reported that the absence is because of illness or injury caused by the serious and wilful misconduct in the course of the Employee's employment, or the Employee fails without reasonable cause to attend the medical examination, the fee for the examination must be deducted from the Employee's wage and personal leave will not be granted.

30.26 If the Employer has reason to believe that an Employee is in such a state of health as to render a danger to themselves, fellow Employees or the public, the Employee can be required to obtain and furnish a report as to the Employee's condition from a registered medical practitioner nominated by the Employer. The Employer must pay the fee for any such examination.

### **Re-crediting Annual Leave**

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

### **Re-crediting Long Service Leave**

- 30.28 Where an Employee is ill or injured during the period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that as a result of illness or injury the Employee was confined to their place of residence or a hospital for a period of at least 14 consecutive calendar days, the Employer can grant personal leave for the period during which the Employee was so confined and reinstate long service leave equivalent to the period of confinement.
- 30.29 Unused personal leave will not be cashed out or paid out when an Employee ceases their employment.

### **Workers' Compensation**

- 30.30 Where an Employee suffers an injury within the meaning of section 5 of the *Workers' Compensation and Injury Management Act 1981*, which necessitates the Employee being absent from duty, personal leave with pay must be granted to the extent of personal leave credits. In accordance with section 80(2) of the *Workers' Compensation and Injury Management Act 1981* 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.
- 30.31 A period of personal leave without pay granted to an officer on account of an illness compensable under the provisions of the *Workers' Compensation and Injury Management Act 1981* (WA), does not affect salary increment dates, the anniversary date of personal leave credits, long service leave entitlements or annual leave entitlements provided the period of leave granted does not exceed six months in a continuous absence. Where the period of personal leave without pay granted does exceed six months in a continuous absence, only the period in excess of six months is excised from qualifying service.

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

- 30.32 Employees who have exhausted all of their personal leave entitlements and are ill or injured can apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The Employer must not unreasonably withhold this leave.
- 30.33 Personal leave without pay not exceeding a period of three months in a continuous absence does not affect salary increment dates, anniversary date of sick 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.
- 30.34 Personal leave without pay is not available to Employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in clause 30.17 (a), (b) and (c). However, other forms of leave including unpaid carer's leave and leave without pay can be available.

## **Other Conditions**

- 30.35 Where an Employee who has been retired from the public service on medical grounds resumes employment, personal leave credits at the date of retirement must be reinstated. This provision does not apply to an Employee who has resigned from the public service and is subsequently reappointed.
- 30.36 Unused personal leave is not cashed out or paid out when an Employee ceases their employment.

## **Portability**

30.37 Where:

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

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

- 30.38 The maximum break in employment permitted by clause 30.37 (b), may be varied by the approval of the Employer provided that where employment with the public sector of Western Australia commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata annual leave paid out at the date the Employee ceased with the previous Employer.

## **Travelling Time for Regional Employees**

- 30.39 Subject to the evidentiary requirements set out in clauses 30.23 to 30.26 of this clause, a regional Employee who requires medical attention at a medical facility in Western Australia located 240 km or more from their workplace will be granted paid travel time undertaken during the Employee's ordinary working hours up to a maximum of 38 hours per annum.
- 30.40 The Employer may approve additional paid travel time to a medical facility in Western Australia where the Employee can demonstrate to the satisfaction of the Employer that more travel time is warranted.
- 30.41 The provisions of clauses 30.40 and 30.41 are not available to Employees whilst on leave without pay or personal leave without pay for illness or injury.
- 30.42 The provisions of clauses 30.40 and 30.41 apply as follows.



- (a) An Employee employed on a fixed term contract for a period greater than 12 months, must 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 must be credited with the same entitlement on a pro rata basis for the period of employment.
- (c) A part-time Employee must 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.
- (d) The provisions do not apply to casual Employees.

**Personal Leave Without Pay for the purposes of carer's leave**

30.43 Subject to clause 30.44 an Employee, including a casual 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) an illness or injury of the member; or
- (b) an unexpected emergency affecting the member; or
- (c) the birth of a child of the member.

30.44 An Employee is entitled to personal leave without pay for the purposes of carer's leave for a particular permissible occasion, only if the Employee cannot take paid carer's leave during this period.

30.45 The definition of family is the same as provided in clause 30.20.

30.46 The Employer can grant an Employee personal leave without pay for the purposes of carer's leave in excess of two days. Where a period of personal leave without pay for the purposes of carer's leave exceeds 14 days in a continuous absence, the period in excess of 14 days is excised from qualifying service for all purposes.

30.47 Personal leave without pay for the purposes of carer's leave can be taken on an hourly basis.

**Casual Entitlement to Unpaid Carer's Leave**

30.48 Where an Employee is engaged pursuant to clause 11.5.1, the following applies with respect to unpaid carer's leave.

30.49 An Employer must not fail to re-engage a casual Employee because the casual Employee accessed the entitlements provided for in clause 30.43. The rights



of an Employer to engage or not engage a casual Employee are otherwise not affected.

30.50 Subject to the provisions of clauses 30.51 and 30.52 the Employer can grant an Employee leave without pay for any period and is responsible for that Employee on their return.

30.51 Subject to the provisions of clause 30.2 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 Agency is not inconvenienced; and
- (b) All other leave credits of the Employee are exhausted.

30.52 An Employee must, upon request, be entitled to two days unpaid personal (caring) leave.

30.53 An Employee on a fixed term contract cannot be granted leave without pay for any period beyond that Employee's approved period of engagement.

#### **Absenteeism Management – Evidence Requirements**

30.54 (a) In addition to the provisions of clauses 30.22, 30.24 and 30.25 where the Employer has raised and documented concerns with an Employee about the number and/or timing of their personal leave absences without clear explanation in the previous three months, the Employer can:

- (i) for the next three months require Medical Practitioner certificates, Dental Practitioner certificates, Statutory Declaration, or certificates from a Health Professional or Allied Health Professional when personal leave is taken;
- (ii) extend the period referred to in clause 30.54(a)(i) for a further three month period should personal leave absences without clear explanation or evidentiary support continue during this period; and
- (iii) cancel or reduce the period referred to in clause 30.54(a)(i) and (ii) where the matter is considered to have been resolved.

(b) Any notification to an Employee under clause 30.54(a) must be provided in writing by the Employer.

(c) Employees will be provided with an opportunity to explain the number and/or timing of personal leave absences over the three month period prior to implementation of the process contained in clause 30.54(a).

(d) The evidence required in clause 30.54(a)(i) – (iii) will replace the provisions of clause 30.24.

- (e) The Employer must not use the process contained in clause 30.54 (a):
  - (i) for Employees who have produced evidence of an ongoing health problem and are taking Personal Leave due to that health problem; or
  - (ii) for Employees who have produced evidence that a person in their care has an ongoing health problem and are taking Carer's Leave due to the health problem.

### **Personal leave for War-Caused Illness**

- 30.55 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.
- 30.56 Paid leave under this clause:
- (a) can 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) can be accessed despite normal personal leave credits being available.
- 30.57 An application for paid leave under this clause is to be supported by evidence that would satisfy a reasonable person of the entitlement.

## **31. LONG SERVICE LEAVE**

- 31.1 For the purposes of this clause:
- (a) "Employee" includes full time, part time, permanent, fixed term contract and casual employees.
  - (b) "General Order" means General Order No. 763 of 1982 Long Service Leave Conditions - State Government Wages Employees (66 W.A.I.G 319).
- 31.2. This clause is to be read in conjunction with the long service leave provisions of the relevant Award and the General Order.
- 31.3. Where the provisions of the General Order are inconsistent with this Agreement, the provisions of this Agreement will prevail.

31.4. A casual Employee shall become entitled to 13 weeks' long service leave after a period of 10 years' continuous service and each further period of seven years' continuous service, in accordance with clause 31 of this Agreement.

31.5. Employees may, by agreement with their Employer, clear any accrued entitlement to long service leave including long service leave accessed pursuant to subclause 31.9, in minimum periods of one day.

#### **Long Service Leave on Half Pay**

31.6 Subject to the Employer's convenience, the Employer may approve an Employee's application to take an accrued entitlement to long service leave on half pay.

#### **Long Service Leave on Double Pay**

31.7 Employees may by agreement with their Employer, access any portion of an accrued entitlement to long service leave on double pay for half the period accrued. In these circumstances the leave actually taken is 50 percent of the accrued entitlement accessed.

31.8 Where Employees proceed on long service leave on double pay in accordance with subclause 31.7, the entitlement accessed is excised for the purpose of continuous service in accordance with the General Order.

#### **Early Access to Pro Rata Long Service Leave**

31.9 Casual Employees shall qualify for pro rata payment in lieu of leave pursuant to Clause 11 of the General Order.

31.10 Subject to subclause 31.13, Employees within seven years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with their Employer, choose early access to their long service leave at the rate of:

(a) For part time Employees their entitlement is calculated on a pro rata basis according to any variations to their ordinary working hours during the accrual period.

(b) For casual Employees, their entitlement is calculated on a pro rata basis according to the average hours worked during the accrual period.

31.11 Early access to pro rata long service leave does not include access to long service leave to which the Employee has become entitled, or accumulated prior to being within seven years of their preservation age.

31.12 Under this clause, long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.

31.13 Early access to pro rata long service leave can be taken at half or double pay in accordance with subclauses 31.6, 31.7 and 31.8.

31.14 Where Employees access pro rata long service leave early, any period of leave taken will be excised for the purpose of continuous service in accordance with the General Order.

### **Cash Out of Accrued Long Service Leave Entitlement**

31.15 Employees may by agreement with their Employer, cash out any portion of an accrued entitlement to long service leave, provided the Employee proceeds on a minimum of ten days annual leave in that anniversary year.

31.16 Where Employees cash out any portion of an accrued entitlement to long service leave in accordance with subclause 31.17, the entitlement accessed is excised for the purpose of continuous service in accordance with the General Order.

31.17 Casual Employees who agree to cash out accrued long service leave will receive that payment at the rate of pay applicable to the last engagement with the Employer, including the loading prescribed in subclause 11.5.1 (d).

### **Casual Employees application of long service leave and interaction with the General Order**

31.18 A casual Employee's entitlement to long service leave as provided at subclause 31.4 of this General Agreement shall be determined in the following manner:

(a) For the purposes of this clause "service" shall be deemed to include:

- (i) absence of the casual Employee on approved unpaid carer's leave and unpaid parental leave not exceeding 14 days;
- (ii) absence of the casual Employee on workers' compensation for any period not exceeding six months, or for such greater period as the Minister for Industrial Relations may allow;
- (iii) absence of the casual Employee on family and domestic violence leave, bereavement leave and long service leave;
- (iv) absence of a casual Employee on approved leave to attend Trade Union training courses or on approval leave to attend Trade Union business; and
- (v) employment in the service of the Commonwealth or another State of Australia as provided in clause 16 of the General Order.

(b) The service of an employee shall be deemed NOT to include:

- (i) service if an employee after the day on which they have become entitled to 26 weeks' long service leave until the day on which they commence the taking of 13 weeks of that leave; and
  - (ii) any other absence of the Employee except such absences as are provided in service by virtue of subclause (a).
- (c) Subject to subclause (a) and (b), the service of a casual Employee shall not be deemed to have been broken:
- (i) by resignation if they resign from one Public Authority in this State and commence with another Public Authority in this State within one working week of the day on which this resignation became effective; or
  - (ii) if their employment is ended by the Employer for any other reason other than serious misconduct but only if the Employee resumes employment with the Government not later than six months from the day on which their employment has ended and payment pursuant to clause 11 of the General Order has not been made.

31.19. Any accrued Long Service Leave entitlement is calculated on the average weekly hours worked by the employee of the entire qualifying period.

31.20 A casual Employee shall be paid during long service leave the rate of pay applicable to the last engagement with the Employer, including the loading prescribed at clause 11.5.1 (d).

31.21 Further to clauses 31.18 to 31.20, clauses 4 to 13 and 16 of the General Order apply to the accrual and taking of long service leave by a casual Employee as if those clauses were part of this General Agreement.

### **Continuity of Service**

31.22 Long service leave taken in accordance with this clause must not be excised for the purpose of continuous service.

## **32. PARENTAL LEAVE**

### **Definitions**

32.1 “**Employee**” includes full-time, part-time, permanent, seasonal, fixed term contract and “eligible” casual Employees.

32.2 A casual Employee is “eligible” if the Employee:

- (a) has been engaged by the Public Sector on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
- (b) but for an expected birth of a child to the Employee or the Employee's spouse or de facto partner or an expected placement of a child with the Employee with a view to the adoption of the child by the Employee, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

32.3 Without limiting clause 32.2, a casual Employee is also "eligible" if the Employee-

- (a) has been engaged by the Public Sector on a regular and systematic basis for a sequence of periods during a period (the first period of employment) of less than 12 months; and
- (b) at the end of the first period of employment, the Employee ceased, on the Employer's initiative, to be so engaged by the Public Sector Employer; and
- (c) the Public Sector Employer later engaged the Employee on a regular and systematic basis for a further sequence of periods during a period (the second period of employment) that started not more than three months after the end of the first period of employment; and
- (d) the combined length of the first period of employment and the second period of employment is at least 12 months; and
- (e) the Employee, but for an expected birth of a child to the Employee or the Employee's spouse or de facto partner or an expected placement of a child with the Employee with a view to adoption of the child by the Employee, would have a reasonable expectation of continuing engagement in the public sector on a regular and systematic basis.

32.4 "**Primary care giver**" is the Employee who will assume the principal role for the care and attention of a child/children, and may or may not be the biological parent and does not necessarily have to be the Partner of the birth parent and has a responsibility for the care of the child. The Employer can require confirmation of primary care giver status.

32.5 "**Replacement Employee**" is an Employee specifically engaged to replace an Employee proceeding on parental leave.

32.6 "**Partner**" means a person who is a spouse or de facto partner.

32.7 "**Public sector**" means an employing authority as defined in section 5 of the *Public Sector Management Act 1994*.

### **Entitlement to parental leave**

- 32.8 An Employee is entitled to a period of up to 52 weeks unpaid parental leave in respect of the:
- (a) birth of a child to the Employee or the Employee's partner; or
  - (b) adoption of a child who is not the natural child or the stepchild of the Employee or the Employee's partner; is under the age of five; and has not lived continuously with the Employee for six months or longer.
- 32.9 An Employee, other than an eligible casual Employee, identified as the primary care giver of a child and who has completed 12 months continuous service in the Public Sector is entitled to 14 weeks paid parental leave which will form part of the 52 week entitlement provided in clause 32.8.
- 32.10 An Employee may take the paid parental leave specified in clause 32.9 at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.
- 32.11 A pregnant Employee can commence the period of paid parental leave any time up to six weeks before the expected date of birth and no later than four weeks after the birth. Any other primary care giver can commence the period of paid parental leave from the birth date or for the purposes of adoption from the placement of the child but no later than four weeks after the birth or placement of the child.
- 32.12 Paid parental leave for primary care purposes for any one birth or adoption must not exceed the period specified in clauses 32.9 and 32.10 above.
- 32.13 The paid and unpaid parental leave entitlement up to a maximum of 52 weeks can be shared between partners assuming the role of primary care giver.
- 32.14 Parental leave can only be taken concurrently by an Employee and his or her partner as provided for in clause 32.21 or under special circumstances with the approval of the Employer.
- 32.15 Where less than the standard parental leave is taken the unused portion of the period of paid or unpaid leave cannot be preserved in any way.
- 32.16 An Employee can elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or can elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.
- 32.17 An Employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.
- 32.18 Birth of a child
- (a) An Employee must provide the Employer with a Medical Certificate from a registered Medical Practitioner naming the Employee, or the

Employee's partner confirming the pregnancy and the estimated date of birth.

- (b) If the pregnancy results in other than a live child at the time of birth or the child dies during the period of paid parental leave, the entitlement to paid parental leave as provided in clause 32.9 remains intact.

#### 32.19 Adoption of a child

- (a) An Employee seeking to adopt a child is entitled to two days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth Metropolitan Area are entitled to an additional day's unpaid leave. The Employee can take any paid leave entitlement to which the Employee is entitled in lieu of this leave.
- (b) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees can take any other paid leave entitlement to which they are entitled in lieu of the terminated parental leave or return to work.

#### **Partner Leave**

32.20 An Employee is entitled to unpaid partner leave as prescribed by this clause in respect of the:

- (a) birth of a child to the Employee or the Employee's partner; or
- (b) adoption of a child who is not the natural child or the stepchild of the Employee or the Employee's partner; is under the age of five; and has not lived continuously with the Employee for six months or longer.

32.21 An Employee who is not taking parental leave with respect to the birth of child to their partner is entitled to a period of unpaid partner leave of up to one week at the time of the child's birth. In the case of adoption of a child this period is increased to up to three weeks unpaid leave.

32.22 The Employee can request to extend the period of unpaid partner leave up to a maximum of eight weeks.

32.23 The Employer is to agree to an Employee's request to extend their partner leave under 32.22 unless:

- (a) having considered the Employee's circumstances, the Employer is not satisfied that the request is genuinely based on the Employee's parental responsibilities; or



- (b) there are grounds to refuse the request relating to its adverse effect on the Employer's business and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:
  - (i) cost;
  - (ii) lack of adequate replacement staff;
  - (iii) loss of efficiency; and
  - (iv) impact on the production or delivery of products or services by the Employer.

32.24 The Employer is to give the Employee written notice of the Employer's decision on a request for extended partner leave. If the Employee's request is refused, the notice is to set out the reasons for the refusal.

32.25 An Employee who believes their request for extended partner leave under clause 32.22 has been unreasonably refused can seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.

### **Other leave entitlements**

32.26 Annual and long service leave

An Employee proceeding on unpaid parental leave can elect to substitute any part of that leave with accrued annual leave or long service leave to which the Employee is entitled for the whole or part of the period of unpaid parental leave.

### **Extended Unpaid Maternity Leave**

32.27 An Employee is entitled to apply for leave without pay following Maternity Leave to extend their leave by up to two years. The Employer is to agree to a request to extend their leave unless:

- (a) having considered the Employee's circumstances, the Employer is not satisfied that the request is genuinely based on the Employee's parental responsibilities; or
- (b) there are grounds to refuse the request relating to its adverse effect on the Employer's business and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:
  - (i) cost;
  - (ii) lack of adequate replacement staff;
  - (iii) loss of efficiency; and

- (iv) impact on the production or delivery of products or services by the Employer.

- 32.28 Approval for an extension to unpaid leave Maternity Leave is subject to all other available leave entitlements being exhausted.
- 32.29 An Employee who believes their request for leave without pay under clause 30.27 has been unreasonably refused can seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.
- 32.30 Any period of leave without pay must be applied for and approved in advance and will be granted on a year-by-year basis. Where both partners work for the Employer the total combined period of leave without pay following parental leave cannot exceed two years.
- 32.31 An Employee on parental leave is not entitled to paid sick leave and other paid absences other than as specified in clauses 32.26 and 32.32.
- 32.32 Should the birth or adoption result in other than the arrival of a living child, the Employee is entitled to a period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid sick leave cannot be taken concurrently with paid parental leave.
- 32.33 Where a pregnant Employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the Employee can take any paid sick leave to which the Employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.

### **Unpaid Special Maternity Leave**

- 32.34 (a) A pregnant Employee is entitled to a period of unpaid special maternity leave if the Employee is not fit for work during that period because the Employee:
- (i) has a pregnancy related illness; or
  - (ii) has been pregnant and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by a living child; and
  - (iii) has not utilised personal leave for the period.
- (b) An Employee must give the Employer notice of the taking of unpaid special maternity leave.
- (c) The notice must:

- (i) be given to the Employer as soon as practicable (which may be a time after the leave has started); and
  - (ii) advise the Employer of the period, or expected period, of the leave.
- (d) An Employee who has given notice of the taking of unpaid special maternity leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in clause 32.34 (a).
- (e) Without limiting clause 32.34 (d), an Employer can require the evidence referred to in that subsection to be a medical certificate.
- (f) An Employee's entitlement to 12 months of unpaid maternity leave provided in clause 32.8 is not reduced by the amount of any unpaid special maternity leave taken by the Employee while the Employee was pregnant.

### **Notice and variation**

32.35 The Employee must give a minimum of four weeks' notice in writing to the Employer of the date the Employee proposes to commence paid or unpaid parental leave stating the period of leave to be taken.

32.36 An Employee seeking to adopt a child must not be in breach of clause 32.35 by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.

32.37 An Employee proceeding on parental leave can elect to take a shorter period of parental leave and can at any time during that period elect to reduce or extend the period stated in the original application, provided four weeks written notice is provided.

### **Transfer to a safe job**

32.38 If the Employee gives her Employer a Medical Certificate from a Medical Practitioner containing a statement to the effect that, in the medical practitioner's opinion, the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:

- (a) illness, or risks, arising out of her pregnancy; or
- (b) hazards connected with that position; then

the Employer must modify the duties of the position or alternatively transfer the Employee to a safe job at the same classification level for the period during which they are unable to continue in her present position.

- 32.39 If the Employee's Employer does not think it to be reasonably practicable to modify the duties of the position or transfer the Employee to a safe job the Employee is entitled to paid leave for the period during which they are unable to continue in her present position.
- 32.40 An entitlement to paid leave provided in clause 32.39 is in addition to any other leave entitlement the Employee has and is to be paid the amount the Employee would reasonably have expected to be paid if the Employee had worked during that period.
- 32.41 An entitlement to paid leave provided in clause 32.39 ends at the earliest of whichever of the following times is applicable:
- (a) the end of the period stated in the medical certificate;
  - (b) if the Employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; and
  - (c) if the Employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

#### **Communication during parental leave**

- 32.42 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer may take reasonable steps to:
- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
  - (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- 32.43 The Employee must take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to return to work on a part-time or modified basis.
- 32.44 The Employee must also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with clause 32.42.

#### **Replacement Employee**

- 32.45 Prior to engaging a replacement Employee the Employer must inform the person of the temporary nature of the employment and the entitlements relating to the return to work of the Employee on parental leave.

## **Return to work**

- 32.46 An Employee must confirm the intention to return to work by notice in writing to the Employer at least four weeks prior to the expiration of parental leave.
- 32.47 An Employee on return to work from parental leave is entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave.
- 32.48 Where the Employee was transferred to a safe job or proceeded on leave as provided for in clause 32.34 the Employee is entitled to return to the position occupied immediately prior to the transfer or the taking of the leave.
- 32.49 Right to return to work on a modified basis
- (a) An Employee can return on a part-time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with the part-time provisions of the relevant agreement.
  - (b) An Employee can return on a modified basis that involves the Employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the Employee worked immediately before starting parental leave.
  - (c) If, on finishing Parental Leave, an Employee has returned to work on a modified basis in accordance with this clause, the Employer can subsequently require the Employee to resume working on the same basis as the Employee worked immediately before commencing Parental Leave.
  - (d) A requirement can be made under clause 32.49 (c) only if:
    - (i) the requirement is made on the grounds relating to adverse effect that the Employee continuing to work on a modified basis would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person; or
    - (ii) the Employee is no longer has a child who has not reached the compulsory education period as defined in section 6 of the *School Education Act 1999*.

## **Right to revert**

- 32.50 (a) An Employee who has returned on a part-time or modified basis in accordance with clause 32.49 can subsequently request the Employer to permit the Employee to resume working on the same basis as the Employee worked

immediately before starting parental leave or full time work at the same classification level.

(b) An Employer is to agree to a request to revert made under clause 32.50 (a) unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.

(c) An Employer is to give the Employee written notice of the Employer's decision on a request to revert under clause 32.50 (a). If the request is refused, the notice is to set out the reasons for the refusal.

(d) An Employee who believes their request to revert under clause 32.50 (a) has been unreasonably refused can seek to enforce it as a minimum condition of employment and the onus is on the Employer to demonstrate that the refusal was justified in the circumstances.

### **Effect of Parental Leave on the Contract of Employment**

32.51 An Employee employed for a fixed term contract must have the same entitlement to parental leave, however the period of leave granted must not extend beyond the term of that contract.

32.52 Paid parental leave counts as qualifying service for all purposes under the relevant agreement. During paid parental leave at half pay all entitlements will accrue as if the Employee had taken the entitlement to paid parental leave at full pay.

32.53 Absence on unpaid parental leave must not break the continuity of service of Employees but must not be taken into account in calculating the period of service for any purpose under the relevant agreement.

32.54 An Employee on parental leave can terminate employment at any time during the period of leave by written notice in accordance with the relevant agreement.

32.55 An Employer must not terminate the employment of an Employee on the grounds of the Employee's application for parental leave or absence on parental leave but otherwise the rights of the Employer in respect of termination of employment are not affected.

### **Casual Employees**

32.56 To avoid doubt, an eligible casual Employee has no entitlement to paid leave under this clause with the exception of the entitlement to paid leave as provided under clause 32.38.

32.57 Nothing in this clause confers a change in the employment status of a casual Employee.

### **33. SUPERANNUATION ON UNPAID PARENTAL LEAVE**

33.1 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.

33.2 Superannuation contributions made under this clause will be calculated:

- (a) in respect of the period of unpaid parental leave taken or 24 weeks; whichever is lesser;
- (b) based on the amount that would have been paid to the Employee had they taken paid parental leave for that period and in accordance with the following:
  - (i) for full time Employees – their 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 they worked over the preceding 12 months;

exclusive of shift and weekend penalties; .

33.3 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.

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

### **34. FOSTER CARERS LEAVE**

34.1 Foster and short-term care 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.

34.2 A permanent employee, fixed term contract employee or casual employee will have access to three paid days of non-cumulative leave per calendar year.

- 34.3 Employees must give reasonable notice prior to taking foster care leave and must provide an estimate of the period of absence from work.
- 34.4 Employees can, by agreement with their Employer, take foster care leave in minimum periods of one hour.
- 34.5 Leave credits can be used to attend to training associated with the Employee's Foster Carer responsibilities.
- 34.6 Employees must provide the Employer with documentation supporting their eligibility for the leave.
- 34.7 The entitlement to foster care leave in accordance with clause 34.2 for casual employees applies to the extent of their agreed working arrangements.

### **35. TIME OFF IN LIEU**

- (a) Where the Employer and an Employee agree in writing, time off in lieu of payment for overtime worked can be taken in accordance with the appropriate overtime payment ratio.
- (b) The Employee must be required to clear accumulated time off in lieu within three months of the overtime being performed, provided that by written agreement between the Employee and the Employer, time off in lieu of payment for overtime can be accumulated beyond three months from the time the overtime is performed so as to be taken in conjunction with periods of approved leave.
- (c) If the Employer is unable to release the Employee to clear such leave within three months of the overtime being performed, and no further agreement as prescribed in clause 35(b) is reached, then the Employee must be paid for the overtime worked.

### **36. BEREAVEMENT LEAVE**

- 36.1 Employees, including casuals, on the death of:
- (a) the Employee's spouse or de facto partner;
- (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 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; and



- (g) 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.

are eligible for up to three days paid bereavement leave, provided that at the request of an Employee the Employer can exercise discretion to grant bereavement leave to an Employee in respect of some other person with whom the Employee has a special relationship.

36.2 The three days does not need to be consecutive.

36.3 Bereavement leave cannot be taken during any other period of leave.

36.4 Payment of such leave can 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.

36.5 An Employee requiring more than two days bereavement leave in order to travel overseas in the event of the death overseas of a member of the Employee's immediate family can, 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**

36.6 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 15.2 hours per bereavement. The Employer cannot unreasonably withhold approval.

36.7 The Employer can 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.

36.8 The provisions of this clause are not available to Employees whilst on leave without pay or sick leave without pay.

36.9 The provisions of clauses 36.6 and 36.7 apply as follows:

- (a) An Employee employed on a fixed term contract for a period greater than 12 months, must 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 must be credited with the same entitlement on a pro rata basis for the period of employment.
- (c) A part-time Employee is 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.
- (d) For casual Employees, the provisions apply to the extent of their agreed working arrangements.

### **37. COMPASSIONATE LEAVE FOR EARLY PREGNANCY LOSS**

- 37.1 An Employee or partner of the 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.
- 37.2 Leave commences from the date the pregnancy ends and is not to be taken during any other period of leave, including unpaid leave.
- 37.3 The Employee must provide notice as soon as reasonably practicable indicating the period of leave sought and anticipated return to duty.
- 37.4 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.
- 37.5 The provisions of 37.1 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.

### **38. FAMILY AND DOMESTIC VIOLENCE LEAVE**

- 38.1 In recognition that Employees sometimes face situations of violence or abuse in their personal life that can 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.
- 38.2 An Employee cannot 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.
- 38.3 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**

- 38.4 (a) The meaning of family and domestic violence is in accordance with the definition of “family violence” in the *Restraining Orders Act 1997* (section 5A).
- (b) To avoid doubt, this definition includes behaviour that:
- (i) is physically or sexually abusive; or
  - (ii) is emotionally or psychologically abusive; or
  - (iii) is economically abusive; or
  - (iv) is threatening; or
  - (v) is coercive; or
  - (vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
  - (vii) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

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

- 38.5 In accordance with the following clauses, an Employee, including a casual Employee, may make application for leave to deal with activities related to family and domestic violence. The Employer must assess each application and give consideration to the personal circumstances of the Employee seeking the leave.
- 38.6 Such activities, related to family and domestic violence can 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.
- 38.7 Subject to clauses 38.5 and 38.6, an Employee experiencing family and domestic violence has access to 10 non-cumulative days per year of paid family and domestic violence leave, in addition to their existing leave entitlements.
- 38.8 Upon exhaustion of the leave entitlement in clause 38.7, Employees are entitled to up to two days’ unpaid family and domestic violence leave on each occasion.

- 38.9 Family and domestic violence leave does not affect salary increment dates, personal leave entitlements, long service leave entitlements or annual leave entitlements.
- 38.10 Subject to the Employer's approval of the application, family and domestic violence leave can be taken as whole or part days off.
- 38.11 Application of the leave entitlement for casual Employees apply to the extent of their agreed working arrangements.

### **Notice and Evidentiary Requirements**

- 38.12 The Employee must give his or her Employer notice as soon as reasonably practicable of their request to take leave under this clause.
- 38.13 Supporting evidence of family and domestic violence can 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.
- 38.14 Evidence may include a document issued by the police, a court, a legal service, a health professional, a counsellor, a financial institution, a family and domestic violence support service or a refuge service. A statutory declaration can also be provided.
- 38.15 Such evidence is dealt with in accordance with the confidentiality provisions in this clause. Only the Employee can retain a copy of the evidence and information will not be kept on an Employee's personnel file, unless otherwise agreed.

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

- 38.16 Subject to the leave provisions of this General Agreement and Applicable Award, an Employee experiencing family and domestic violence can use other leave entitlements.
- 38.17 Subject to the Employer's approval of the application, and sufficient leave credits being available, leave can be taken as whole or part days off.
- 38.18 Forms of other paid leave include:
- (a) personal leave entitlements; and/or
  - (b) annual leave; and/or
  - (c) accrued long service leave; and/or
  - (d) purchased leave; and/or

(e) accrued time off in lieu of overtime, flexi leave or banked hours.

38.19 Approval of leave without pay is subject to the provisions of this General Agreement and Applicable Award.

### **Confidentiality**

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

38.21 Employers must take reasonable steps to ensure any information or documentation provided by an Employee regarding family and domestic violence is kept confidential. Generally speaking, only the Employee can retain a copy of evidence for accessing family and domestic violence leave and information will not be kept on an Employee's personnel file.

38.22 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.

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

### **Contact Person**

38.24 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**

38.25 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, can:

(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 General Agreement and Applicable Award; 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.

38.26 An Employee who is experiencing or has experienced family and domestic violence can access confidential counselling support via the Employer's employee assistance program.

## Workplace Safety

- 38.27 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.
- 38.28 With the exception of access to the Employer's employee assistance program which is available to all Employees, the provisions of this clause are only applicable to Employees who are victims of family and domestic violence.

## 39. PUBLIC HOLIDAYS

- 39.1 Public holidays are:

New Years Day	Labour Day
Australia Day	Western Australia Day
Good Friday	Sovereign's Birthday
Easter Monday	Christmas Day
Anzac Day	Boxing Day

- 39.2 Whenever a public holiday falls on an Employee's working day and the Employee is not required to work on that day, the Employee must be paid for the ordinary hours the Employee would have worked.
- 39.3 Employees and Employers can agree when to observe a public holiday in lieu of its actual day. The actual day cannot be a public holiday but the substituted day will be a public holiday without deduction of any payment for that substituted day.
- 39.4 When a public holiday falls on a Saturday or Sunday, it must be observed on the next succeeding Monday. If Boxing Day falls on a Sunday or Monday it must be observed on the next succeeding Tuesday.
- 39.5 When a public holiday falls on a rostered day off, that rostered day off must be observed on the next working day, unless otherwise agreed.
- 39.6 When an Employee is off duty due to leave without pay or sickness, including accidents on or off duty, except time for which the Employee is entitled to claim sick pay, any public holiday falling during such absence must not be paid.
- 39.7 Where an Employee is on duty or available on the whole of the working day immediately preceding a holiday, or resumes duty or is available on the whole of the working day immediately following a holiday, as prescribed in this clause, an Employee must be entitled to a paid holiday on all such holidays.

- 39.8 Casual Employees not required to work on a public holiday are not entitled to payment for a public holiday. When a casual Employee works on a public holiday they are to be paid in accordance with the overtime provisions.
- 39.9 If a day observed as a public holiday under this paragraph falls during an Employee's annual leave, the Employee must be entitled to an additional days leave with pay for that day to be taken immediately after completion of the annual leave.

### **Easter Sunday**

- 39.10 Permanent and fixed term contract Employees must be provided an additional day of paid leave for Easter Sunday.
- 39.11 The day of paid leave must be made available to the Employee regardless of whether the Employee would normally be expected to work on that date.
- 39.12 The day of paid leave accrues on the date that Easter Sunday falls each calendar year.
- 39.13 Easter Sunday holiday must be accessed subject to the following:
- (a) the leave day is not available to an Employee who is on any period of leave without pay;
  - (b) is paid at the rate of ordinary time;
  - (c) can be added to annual leave or taken individually;
  - (d) must be taken in the calendar year in which they occur; and
  - (e) is not to be paid out on termination of employment.

## **40. CULTURAL/CEREMONIAL LEAVE**

- 40.1 Cultural/ceremonial leave must be available to all Employees.
- 40.2 Such leave includes leave to meet the Employee's customs, traditional law and to participate in cultural and ceremonial activities.
- 40.3 Employees are entitled to time off without loss of pay for cultural/ceremonial purposes, subject to agreement between the Employer and Employee and sufficient leave credits being available.
- 40.4 The Employer must assess each application for ceremonial/cultural leave on its merits and give consideration to the personal circumstances of the Employee seeking the leave.

- 40.5 The Employer can request reasonable evidence of the legitimate need for the Employee to be allowed time off.
- 40.6 Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof shall be deducted from:
- (a) the Employee's annual leave entitlements (where applicable); or
  - (b) accrued days off or time in lieu.
- 40.7 Long service leave is available for cultural/ceremonial leave which can be taken in individual days.
- 40.8 Time off without pay can be granted by arrangement between the Employer and the Employee for cultural/ceremonial purposes.

#### **41. CULTURAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDERS**

- 41.1 Employees who identify as Aboriginal or Torres Strait Islanders (ATSI) are entitled to paid cultural leave which can be accessed to participate in any of the following:
- (a) cultural and ceremonial obligations under ATSI lore, customs or traditional law; and
  - (b) community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals.
- 41.2 Up to five days of paid cultural leave per calendar year is available under this clause. The leave is not to be taken in one continuous period. Paid cultural leave cannot accrue from year to year and cannot be paid out on termination.
- 41.3 The Employer must assess each application for cultural leave on its merits and give consideration to the personal circumstances of the Employee seeking the leave.
- 41.4 The Employer can request reasonable evidence of the legitimate need for the Employee to be allowed time off.
- 41.5 If an Employer requires an Employee to attend to business associated with an ATSI organisation, or an organisation that works to facilitate ATSI interests, the attendance is considered to be a part of the Employee's normal duties and the Employee cannot access leave under this or any other clause to enable it.
- 41.6 Cultural leave granted under this clause is in addition to the leave provided by clause 36 – Bereavement Leave of this Agreement and clause 40 – Cultural/Ceremonial Leave of this Agreement.



## **42. PURCHASED LEAVE- 44/52 WAGE ARRANGEMENT**

- 42.1 The Employer and an Employee can agree to enter into an arrangement whereby the Employee can purchase up to eight weeks additional leave.
- 42.2 The Employer must assess each application for 44/52 wage arrangement on its merits and give consideration to the personal circumstances of the Employee seeking the arrangement.
- 42.3 Where an Employee is applying for purchased leave of between 5 and 8 weeks the Employer must give priority access to those Employees with carer responsibilities.
- 42.4 Access to this entitlement must be subject to the Employee having satisfied the Agency's accrued leave management policy.
- 42.5 The Employee can agree to take a reduced wage spread over the 52 weeks of the year and receive the following amounts of purchased leave:

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

- 42.6 The purchased leave must not be able to be accrued. The Employee is entitled to pay in lieu of any purchased leave not taken. In the event that the Employee is unable to take such purchased leave, the employee's wage will be adjusted on the last pay period in January to take account of the fact that time worked during the year was not included in the wage.
- 42.7 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 January to take into account any variations to the Employee's ordinary working hours during the previous year.

## **43. PURCHASED LEAVE - DEFERRED WAGES ARRANGEMENT**

- 43.1 With the written agreement of the Employer, an Employee can elect to receive, over a four-year period, 80% of the wage they would otherwise be entitled to receive in accordance with this General Agreement.

- 43.2 The Employer must assess each application for deferred wages on its merits and give consideration to the personal circumstances of the Employee seeking the leave.
- 43.3 On completion of the fourth year, an Employee is entitled to 12 months leave and must receive an amount equal to 80% of the wage they were otherwise entitled to in the fourth year of deferment.
- 43.4 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 must not constitute a break in service and must count as service on a pro rata basis for all purposes.
- 43.5 An Employee can withdraw from this arrangement prior to completing a four-year period by written notice. An Employee must receive a lump sum payment of wages forgone to that time but must not be entitled to equivalent absence from duty.
- 43.6 The Employer must ensure that superannuation arrangements and taxation effects are fully explained to the Employee by the relevant Authority. The Employer must put any necessary arrangements into place.

#### **Variation of the Arrangements**

- 43.7 As an alternative to clause 43.5 and only by mutual agreement of the Employer and the Employee, the provisions of the deferred arrangement can be varied subject to the following:
- (a) the term of the arrangement must not extend beyond that contemplated by this clause;
  - (b) the variation must not result in any consequential monetary or related gain or loss to either the Employer or the Employee; and
  - (c) the percentage of salary to apply during the 12 months leave as specified in clause 43.1 must be calculated as 80% of the average ordinary prescribed hours worked over the previous four years.

#### **44. STUDY LEAVE**

##### **44.1 Conditions for Granting Time Off**

- (a) An Employee can be granted time off with pay for study purposes at the discretion of the Employer.
- (b) Part-time Employees are entitled to study leave on the same basis as full-time Employees.

- (c) Time off with pay can be granted up to a maximum of five hours per week including travelling time, where subjects of approved courses are available during normal working hours, or where approved study by correspondence is undertaken.
- (d) Employees who are obliged to attend educational institutions for compulsory block sessions, can be granted time off with pay including travelling time up to the maximum annual amount allowed in clause 44.1 (c).
- (e) Employees must be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.
- (f) In every case the approval of time off to attend lectures and tutorials will be subject to:
  - (i) Agency convenience;
  - (ii) the course being undertaken on a part-time basis;
  - (iii) Employees undertaking an acceptable formal study load in their own time;
  - (iv) Employees making satisfactory progress with their studies;
  - (v) the course being of value to the Agency; and
  - (vi) the Employer's discretion when the course is only relevant to the Employee's career in the Public Sector and being of value to the State.
- (g) A service agreement or bond is not required.

#### 44.2 Payment of Fees

- (a) Agencies 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 University or College of Advanced Education. Employees who of their own volition attend such institutions to gain higher qualifications are responsible for the payment of fees.
- (b) This assistance does not include the cost of textbooks or Guild and Society fees.
- (c) An Employee who is required to repeat a full academic year of the course is responsible for payment of the higher education fees for that particular year.

#### 44.3 Approved Courses

- (a) First-degree or Associate Diploma courses at a University within the state of Western Australia.
    - (i) First degree or Associate Diploma courses at a College of advanced education;
    - (ii) Diploma courses at Technical and Further Education (TAFE);
    - (iii) Two-year full-time Certificate courses at TAFE; and
    - (iv) 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.
  - (b) Except as outlined in clause 44.3(d) of this clause, Employees are not eligible for study assistance if they already possess one of the qualifications specified in clauses 44.3(a)(i) and 44.3(a)(ii).
  - (c) An Employee who has completed a Diploma through TAFE is eligible for study assistance to undertake a degree course at a University within the state of Western Australia or a College of Advanced Education. 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 clause 44.3(a)(iii) or a degree or associate diploma course specified in clause 44.3(a)(i) or 44.3(a)(ii).
  - (d) Assistance towards additional qualifications including second or higher degrees can be granted in special cases, at the discretion of the Employer.
- 44.4
- (a) An acceptable part-time study load is considered to be at least five hours per week of formal tuition 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.
  - (b) A first degree or Associate Diploma course does not include the continuation of a degree or Associate Diploma towards a higher postgraduate qualification.
  - (c) In cases where Employees are studying subjects which require fortnightly classes the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.
  - (d) In Agencies which are operating on flexi-time, time spent attending or travelling to or from formal classes for approved courses between 8.15 am and 4.30 pm, less the usual lunch break, and for which "time

off' would usually be granted, must be counted as credit time for the purpose of calculating total hours worked per week.

- (e) Travelling time returning home after lectures or tutorials must 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.
- (f) An Employee must not be granted more than five hours' time off with pay per week except in exceptional circumstances where the Employer can decide otherwise.
- (g) Time off with pay for those who have failed a unit or units can be considered for one repeat year only.

44.5 Subject to the provisions of clause 44.6, the Employer can grant an Employee full-time study leave with pay to undertake:

- (a) Post-Graduate Degree studies at Australian or overseas tertiary education institutions; or
- (b) study tours involving observations and/or investigations; or
- (c) a combination of postgraduate studies and study tour.

44.6 Applications for full-time study leave with pay are to be considered on their merits and can 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 must be considered in accordance with the provisions of clauses 44.1 to 44.5 and Clause 47 - Leave Without Pay of this General 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 Agency'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 Agency.
- (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 cannot be granted study leave with pay for any period beyond that Employee's approved period of engagement.

- 44.7 Full-time study leave with pay can be approved for more than 12 months subject to a yearly review of satisfactory performance.
- 44.8 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 salary and the value of the award can be considered. Where no outside award is granted and where a request meets all the necessary criteria then part or full payment of salary can be approved at the discretion of the Employer.
- 44.9 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, an allowance for books, accommodation or a contribution towards accommodation.
- 44.10 Where recipients are in receipt of a living allowance, this amount must be deducted from the Employee's salary for that period.
- 44.11 Where the Employer approves full-time study leave with pay the actual salary contribution forms part of the Agency's approved average staffing level funding allocation. Employers should bear this in mind if considering temporary relief.
- 44.12 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.
- 44.13 Where Employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay can be approved by the Employer together with some local transit and accommodation expenses providing it meets the requirements of clause 44.6. Each case is to be considered on its merits.
- 44.14 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 the General Agreement.

#### **45. ENGLISH LANGUAGE TRAINING LEAVE (PAID)**

- 45.1 Leave during working hours without loss of pay must be granted to Employees 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 must be determined by consultation between the Employer and the Union.
- 45.2 Leave will be granted to enable 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 clauses 45.3

and 45.4 must be agreed between the Employer, the Union and the Adult Migrant Education Service or other approved Authority conducting the training.

- 45.3 Subject to appropriate needs assessment participation in training must be on the basis of a minimum of 100 hours per Employee per year.
- 45.4 The agreed desired proficiency level must take into account the vocational needs of an Employee regarding communication, safety and welfare and productivity within the Employee's current position as well as those positions to which the Employee can be considered for promotion or redeployment. It must also consider issues regarding training, retraining and multi-skilling, award restructuring, industrial relations and safety provisions and equal opportunity employment legislation.

## **46. WITNESS AND JURY SERVICE**

### **Witness Service**

- 46.1 An Employee subpoenaed or called as a witness to give evidence in any proceeding must as soon as practicable, notify the manager/supervisor who must notify the Employer.
- 46.2 Where an Employee is subpoenaed or called as a witness to give evidence in an official capacity that Employee must 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, subject to the satisfaction of the Employer. The Employee is not entitled to accept any witness fee.
- 46.3 An Employee subpoenaed or called as a witness to give evidence in an official capacity must, in the event of non-payment of travelling expenses as soon as practicable after the default, notify the Employer.
- 46.4 An Employee subpoenaed or called as a witness on behalf of the Crown, not in an official capacity must be granted leave with full pay entitlements. If the Employee is on any form of paid leave, this leave must 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.
- 46.5 An Employee subpoenaed or called as a witness under any other circumstances other than specified in clauses 46.2 and 46.4 must be granted leave of absence without pay except when the Employee makes an application to clear accrued leave in accordance with agreement provisions.

### **Jury Service**



- 46.6 An Employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the supervisor/manager who must notify the Employer.
- 46.7 An Employee required to serve on a jury must be granted by the Employer leave of absence on full pay, but only for such period as is required to enable the Employee to carry out duties as a juror.
- 46.8 An Employee granted leave of absence on full pay as prescribed in clause 46.7 is not entitled to accept any juror's fees.

#### **47. LEAVE WITHOUT PAY**

- 47.1 Where the Employer is satisfied that there is sufficient cause for doing so, the Employer can grant an Employee leave of absence without pay for any period provided that:
- (a) the work of the Employer is not inconvenienced; and
  - (b) all other leave credits of the Employee are exhausted.
- 47.2 Any period that exceeds two weeks during which an Employee is on leave of absence without pay is not, except as otherwise provided for in this General Agreement, is regarded as part of the period of service of that Employee.
- 47.3 The Employer can may grant an Employee leave without pay to undertake full-time study, subject to a yearly review of satisfactory performance. Unless the Employer otherwise determines any leave granted under this clause, does not count as qualifying service for leave purposes.

#### **48. LEAVE FOR INTERNATIONAL SPORTING EVENTS**

- 48.1 Special leave with pay may be granted by an Employer to an Employee chosen to represent Australia as a competitor or official at a sporting event which meets the following criteria:
- (a) it is a recognised international amateur sport of national significance; or
  - (b) it is a world or international regional competition; and
  - (c) no contribution is made by the sporting organisation towards the normal salary of the officer.
- 48.2 The Employer must make enquiries with the Department of Local Government, Sport and Cultural Industries on:
- (a) whether the application meets the above criteria; and
  - (b) the period of leave to be granted.



## **49. BLOOD/PLASMA DONORS LEAVE**

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

## **50. EMERGENCY SERVICES LEAVE**

- 50.1 Subject to operational requirements, paid leave of absence must be granted by the Employer to an Employee who is an active volunteer member of the State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or the Department of Fire and Emergency Services Units, in order to allow for attendances at emergencies as declared by the recognised authority.
- 50.2 The Employer must be advised as soon as possible by an Employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.
- 50.3 The Employee must complete a leave of absence form immediately upon return to work.
- 50.4 The application form must be accompanied by a certificate from the emergency organisation certifying that the Employee was required for the specified period.
- 50.5 An Employee, who during the course of an emergency, volunteers their services to an emergency organisation, must comply with clauses 50.2, 50.3 and 50.4.

## **51. LEAVE FOR TRAINING WITH DEFENCE FORCE RESERVES**

- 51.1 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. Defence service means service, including training, in a part of the Reserves or Cadet Force.

51.2 Leave of absence may be paid or unpaid in accordance with the provisions of this clause.

51.3 Application for leave of absence for defence service must, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the Employee must provide a certificate of attendance to the Employer.

#### 51.4 Paid Leave

(a) An Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for defence service, subject to the conditions set out hereunder.

(b) Part-time Employees must 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.

(c) On written application, an Employee must be paid salary in advance when proceeding on such leave.

(d) Casual Employees are not entitled to paid leave for the purpose of defence service.

(e) An Employee is entitled to paid leave for a period not exceeding 106.4 hours on full pay in any period of 12 months commencing on 1 July in each year.

(f) 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 must be at the rate of the difference between the normal remuneration of the Employee and the defence service payments to which the Employee is entitled if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the Employee.

#### 51.5 Unpaid Leave

(a) Any leave for the purpose of defence service that exceeds the paid entitlement prescribed in clause 51.4 must be unpaid.

(b) Casual Employees are entitled to unpaid leave for the purpose of defence service.

## 51.6 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) An Employer cannot compel an Employee to use annual leave or long service leave for the purpose of defence service.

## 52. PUBLIC HEALTH EMERGENCY ARRANGEMENTS

### Definitions

#### 52.1 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

- 52.2 The Employer is to credit each Employee with 20 days of non-cumulative special public health emergency leave on January 1 each year.
- 52.3 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.
- 52.4 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.
- 52.5 Employees absent on special public health emergency leave are to receive their ordinary pay.
- 52.6 Employees who have exhausted their special public health emergency leave can access existing personal leave entitlements under clause 30 of this Agreement.

### Eligibility for Special Public Health Emergency Leave

- 52.7 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.
- 52.8 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 30 of this Agreement.
- 52.9 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.
- 52.10 Compassionate access to special public health emergency leave can be granted in exceptional circumstances despite not being a reason referred to in subclauses 52.9.
- 52.11 Special public health emergency leave is not debited for public holidays that the Employee would have observed.
- 52.12 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 clauses 30.27 (re-crediting annual leave) and 30.28 (re-crediting long service leave).

### **Notice and Access**

- 52.13 Special public health emergency leave can be taken on an hourly basis.
- 52.14 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**

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

## **PART 4. UNION REPRESENTATIVES**

### **53. UNION FACILITIES FOR UNION REPRESENTATIVES**

- 53.1 The Employer recognises the rights of the Union to organise and represent its members. Union representatives in the workplace have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing members' interests in the workplace.
- 53.2 The Employer recognises that, under the Union rules, Union representatives are delegates representing members within a specific worksite.
- 53.3 The Employer will recognise Union representatives in the workplace and will allow them to carry out their role and functions.
- 53.4 The Union will advise the Employer in writing of the names of the Union representatives in the Agency.
- 53.5 The Employer must recognise the authorisation of each Union representative in the Agency and must provide them with the following:
- (a) Paid time off from normal duties to perform their functions as a Union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the electorate delegates committee and to attend Union business in accordance with Clause 57 - Leave to Attend Union Business of this General Agreement.
  - (b) Access to facilities required for the purpose of carrying out their duties that may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities must not unreasonably affect the operation of the organisation and must be in accordance with normal Agency protocols.
  - (c) A noticeboard for the display of Union materials including broadcast email facilities.
  - (d) Access to periods of paid leave for the purpose of attending Union training courses in accordance with clause 58 - Trade Union Training Leave of this General Agreement. Country representatives will be provided with appropriate travel time.
  - (e) 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.

- (f) The Employer must provide the Union with time to discuss the benefits of Union membership with new Employees as part of the Employees' formal induction program. Where the induction is wholly online, the Union will be afforded the opportunity to provide content on the benefits of union membership for inclusion in the online induction program.
- (g) Access to agreements, policies and procedures.
- (h) Access to information on matters affecting Employees in accordance with clause 64 – Consultation of this General Agreement.
- (i) The names of any Equal Employment Opportunity and Workplace Health and Safety representatives.

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

#### **54. RIGHT OF ENTRY**

54.1 The parties must act consistently with the terms of the Division 2G - Right of Entry and Inspection by Authorised Representatives - of the *Industrial Relations Act 1979*.

#### **55.WORKPLACE HEALTH AND SAFETY REPRESENTATIVES RECORDS**

55.1 The Employer must maintain a Workplace Health and Safety (WHS) Representative Register (the Register).

55.2 The Register is to record the following information for each WHS representative in the Agency:

- (a) name;
- (b) work branch/division
- (c) work location;
- (d) job title/occupation;
- (e) date of election as an WHS representative; and
- (f) training details on completion of relevant WHS training courses, including initial and refresher training dates.

55.3 The employer must provide a copy of the Register to the Union every six months.

55.4 The Register is to be submitted to Government Sector Labour Relations by 31 January each year, for the previous year.

## **56. TIME AND WAGES RECORD**

56.1 Employers must ensure that the keeping of employment records and access to employment records of officers is in accordance with the *Industrial Relations Act 1979* Part 11 Division 2F - Keeping of and access to employment records.

56.2 Employers must ensure that the keeping of employment records and alteration of employment records is in accordance with the *Industrial Relations (General) Regulations 1997* - Regulation 4 – Form of Records.

## **57. LEAVE TO ATTEND UNION BUSINESS**

57.1 The Employer must grant paid leave at the ordinary rate of pay during normal working hours to Employees:

- (a) who are required to give evidence before any Industrial Tribunal;
- (b) who as a Union-nominated representative are required to attend any negotiations and/or proceedings before an Industrial Tribunal and/or meetings with Ministers of the Crown, their staff or any other representative of Government; or
- (c) when prior arrangement between the Union and the Agency for the Employees to attend official Union meetings preliminary to negotiations and/or Industrial Tribunal proceedings; or
- (d) who as a Union nominated representative is required to attend joint Union/management consultative committees or working parties.

57.2 The granting of leave is subject to departmental convenience and must only be approved:

- (a) where reasonable notice is given for the application for leave;
- (b) for the minimum period necessary to enable the Union business to be conducted for evidence to be given; and
- (c) for those Employees whose attendance is essential.

57.3 The Employer is not liable for any expenses associated with Employees attending to Union business.

57.4 Leave of absence granted under this clause must include any necessary travelling time in normal working hours.

57.5 Employees are not entitled to paid leave to attend to Union business other than as prescribed by this clause.

57.6 The provisions of the clause must not apply to:

- (a) special arrangements made with the Union which provide for unpaid leave for Employees to conduct Union business;
- (b) when Employees are absent from work without the approval of the Employer; and
- (c) casual Employees.

## **58. TRADE UNION TRAINING LEAVE**

58.1 Subject to departmental convenience, paid leave of absence must be granted by the Employer to Employees who are nominated by the Union to attend short courses or seminars as from time to time approved by agreement between the Employer and the Union.

58.2 An Employee must be granted up to a maximum 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.

58.3 (a) Leave of absence will be granted at the ordinary rate of pay and cannot include shift allowances, penalty rates or overtime.

(b) Where a public holiday, public service holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.

(c) Subject to clause 58.3(a) shift workers attending a course, are deemed to have worked the shifts they would have worked had leave not been taken to attend the course.

(d) Part-time Employees must receive the same entitlement as full-time Employees, but payment will only be made for those hours that would normally have been worked but for the leave.

58.4 (a) Any application by an Employee must be submitted to the Employer for approval at least four weeks before the commencement of the course unless the Employer agrees otherwise.

(b) All applications for leave must be accompanied by a statement from the Union indicating that the Employee has been nominated for the course. The application must provide details on the subject, commencement date, length of course, venue and the authority which is conducting the course.



- 58.5 A qualifying period of 12 months service must be served before an Employee is eligible to attend courses or seminars of more than half day duration. The Employer can, where special circumstances exist, approve an application to attend a course where an Employee has less than 12 months service.
- 58.6 (a) The Employer is not liable for any expenses associated with an Employee's attendance at trade Union training courses.
- (b) Leave of absence granted under this clause includes any necessary travelling time in normal working hours immediately before or after the

## **PART 5. MISCELLANEOUS**

### **59. EFFECT OF POLICY, CIRCULARS AND ADMINISTRATIVE INSTRUCTIONS**

- 59.1 Subject to clause 59.3, the provisions of all Western Australian government policy, circulars and administrative instructions apply to Employees bound by this General Agreement.
- 59.2 Subject to clause 59.3, the provisions of all Agency policy, circulars and administrative instructions, including the code of conduct apply to Employees bound by this General Agreement.
- 59.3 Where any such policy, circular or administrative instruction is in conflict with the provisions of this General Agreement, then this General Agreement applies.

### **60. ALCOHOL AND OTHER DRUGS POLICY**

- 60.1 Employees covered by this General Agreement are bound by the agreed Employer/Union policy on alcohol and other drugs.

### **61. DRESS CODE**

- 61.1 The parties agree that the agreed dress code for the Agency's Employees must be adhered to by all parties to this General Agreement.
- 61.2 Subject to departmental policy, an Employee engaged in work which requires the provision of clothing, must be provided with:
- (a) \$550 per annum for Employees in their first year of employment; and
- (b) \$350 per annum for Employees after their first 12 months of service
- These provisions do not apply to personal protective clothing.

## **62. WORKERS' COMPENSATION**

- 62.1 An Employee must receive the difference between the notional weekly amount of workers' compensation paid to the Employee and the Employee's 38 hour schedule rate and accrued entitlements as per clause 63.2 from the date of injury. Workers' Compensation must be dealt with in accordance with the *Workers' Compensation and Injury Management Act 1981*.
- 62.2 Where an Employee is on workers' compensation leave for a period of less than one complete 20 day work cycle, the Employee must continue to accrue ordinary time as worked towards the next rostered day off during the workers' compensation leave.
- 62.3 An Employee must not accrue rostered days off for periods of workers' compensation where such periods of leave exceed one or more complete 20 day work cycles.
- 62.4 An Employee on workers' compensation for less than one complete 20 day work cycle and an accrued day falls within the period, the Employee must not be re rostered for an additional day off.
- 62.5 An Employer must pay workers' compensation make up pay during the incapacity of the Employee until such incapacity ceases or until the expiration of a period of 26 weeks from the date of injury or settlement between the parties, whichever event will first occur.
- 62.6 The Employer's liability during the period of the workers' compensation claim ceases whenever the Employee stops receiving weekly worker's compensation payment.
- 62.7 The Employer's liability continues if the employment relationship ceases for whatever reason within the period of the workers' compensation claim.

## **63. PIECEWORK**

- 63.1 For the purposes of this clause piecework means a system of engagement of Employees who are normally full-time or a part-time Employee involving payment by results. Any such system must be implemented by agreement between the Employer and the Employee.
- 63.2 The rate of payment for any system of piecework must be fixed on the basis that it is sufficient to yield to Employees of average capacity for a full weeks' work of the ordinary hours at least 10% above the minimum time rate of pay as prescribed herein for such weeks work. Provided that where Employees work part of a full week at piecework rates and part of a week at normal Schedule rates, they must be paid no less than as they are entitled to receive under this Schedule at the normal Schedule rates of pay.

- 63.3 An Employee employed on piecework is entitled to payment at the normal Schedule rate for any public holiday which occurs during a period of piecework. This payment is in addition to any piecework payments that can be earned on that day.
- 63.4 Any sick leave claimed during the period an Employee is working under piecework arrangements must be paid at the normal Schedule rate and drawn from accrued sick leave credits.
- 63.5 An Employee employed on piecework is entitled to payment at the normal Schedule rate for any period of approved paid leave, including annual and long service leave, which occurs during a period of piecework.

## **PART 6. CHANGE MANAGEMENT**

### **64. CONSULTATION**

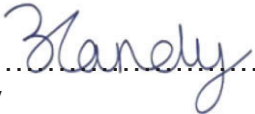
- 64.1 The parties recognise the need for effective communication to improve the business/operational performance and working environment in agencies. The parties acknowledge that decisions will continue to be made by the Employer, who is responsible and accountable to Government for the effective and efficient operation of the Agency.
- 64.2 The parties agree that:
- (a) Where the Employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of the Employees, the Union and Employees affected must be notified by the Employer as early as possible.
  - (b) For the purposes of such discussion the Employer must provide to the Employees concerned relevant information about the changes, including the nature of the changes on the Employees, provided that the Employer must not be required to disclose any confidential information.
  - (c) In the context of such discussion the Union and Employees are able to contribute to the decision making process.

## **PART 7. DISPUTE SETTLEMENT PROCEDURE**

### **65. DISPUTE SETTLEMENT PROCEDURE**

- 65.1 Any questions, difficulties or disputes arising under this General Agreement of Employees bound by the General Agreement will be dealt with in accordance with this clause.
- 65.2 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.
- 65.3 If the dispute cannot be resolved at this level, the matter must 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 can be accompanied by a Union representative.
- 65.4 If the dispute is still not resolved, it can be referred by the Employee/s or Union representative to the Employer or their nominee.
- 65.5 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 can refer the matter to the WAIRC.
- 65.6 The period for resolving a dispute can be extended by agreement between the parties.
- 65.7 At all stages of the procedure the Employee can be accompanied by a Union representative.
- 65.8 Nothing in this clause constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008*.

**SCHEDULE 1 - SIGNATURES OF PARTIES**

Signed .....  .....  
Brad Gandy  
State Secretary  
The Australian Workers' Union  
West Australian Branch  
Industrial Union of Workers

Date 6 April 2023



Signed .....  
Alex Lyon  
Executive Director  
Government Sector Labour Relations  
Department of Mines, Industry Regulation and Safety  
Acting as agent for and on behalf of the respondents listed in Schedule 9.

Date 5<sup>th</sup> April 2023

**SCHEDULE 2 - AGENCY SPECIFIC SCHEDULE - DEPARTMENT OF  
BIODIVERSITY CONSERVATION AND ATTRACTIONS (NOT INCLUDING  
VISITOR CENTRES)**

**1. WAGE RATES**

1.1 Wage Rates (\$ per week inclusive of industry allowance and 2.34% annualised allowance)

<b>Classification</b>	<b>Rates effective on and from 27 April 2022</b>	<b>Rates effective on and from 27 April 2023</b>
	\$ Per Week	\$ Per Week
Level 1	986.50	1,046.50
Level 2.1	1,017.20	1,077.20
Level 2.2	1,047.90	1,107.90
Level 2.3	1,078.50	1,138.50
Level 2.4	1,109.20	1,169.20
Level 2.5	1,139.80	1,199.80
Level 2.6	1,170.40	1,230.40
Level 3.1	1,221.50	1,281.50
Level 3.2	1,272.60	1,332.60
Level 4.1	1,323.60	1,383.60
Level 4.2	1,374.70	1,434.70
Level 5.1	1,425.70	1,485.70
Level 5.2	1,476.80	1,536.80
Level 5.3	1,527.80	1,587.80
Level 5.4	1,578.90	1,638.90
Level 6.1	1,630.00	1,690.00
Level 6.2	1,681.00	1,741.00

1.2 Traineeship Rates of Pay

<b>Traineeship Rates of Pay</b>	<b>Rates effective on and from 27 April 2022</b>	<b>Rates effective on and from 27 April 2023</b>
Level	\$ Per Week	\$ Per Week
Trainee under 17 years	523.30	583.30
Trainee 17 years	615.90	675.90
Trainee 18 years	708.50	768.50
Trainee 19 years	801.20	861.20
Trainee 20 years	893.90	953.90
Level 1	986.50	1046.50

- 1.3 Industry allowance includes payment for the inconvenience of:
- (a) climatic conditions when working in the open on types of work or on a multi-storey construction prior to it being enclosed;
  - (b) the physical disadvantages of having to climb stairs or ladders, particularly on multi-storey constructions;
  - (c) dust blowing in the wind on construction sites;
  - (d) sloppy or muddy conditions associated with the initial stages of construction;
  - (e) dirty conditions caused by use of form oil or green timber;
  - (f) drippings from newly poured concrete;
  - (g) the disability of work on all types of scaffold other than a single plank or a bosun's chair; and
  - (h) the lack of usual amenities associated with the type of work covered by this General Agreement.
- 1.4 The Employees paid in accordance with this Schedule do not receive annual leave loading but do receive a 2.34% annualised allowance.

## **2. CLASSIFICATION DEFINITION AND SKILL BASED CAREER PATH**

### **2.1 Descriptors**

(a) **Level 1 – Entry level Employee**

An Employee who has not yet completed the induction period.

(b) **Level 2 – Conservation Employee**

An Employee at this level performs routine duties as defined in their Job Description of essentially a manual nature and to the level of their training and/or competence, including:

- (i) works under direct supervision either individually or in a team;
  - (ii) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults; and
  - (iii) undertakes structured competency development to progress through the classification.
- (c) Positions include: Conservation Employee.

Conservation Employee means an Employee who undertakes a range of essentially manual activities related to conservation and land management and engages in good customer liaison. Specific components of identified job profiles include one or more of the following:

- (i) fire suppression and management;
- (ii) park management and visitor services associated with tourism and recreational facilities;
- (iii) flora and fauna management; and
- (iv) the operation of associated machinery.

(d) **Level 3 – Supervisor/overseer or specialist Employee**

An Employee at this level performs specialist duties as defined in their Job Description of a manual nature and/or works with technology and/or works remotely from their supervisor, and involves supervision, to the level of their training and/or competence, including:

- (i) understanding and undertaking quality control/assurance procedures including the ability to recognise quality deviations/faults;
- (ii) specialist work under supervision either individually or in a team environment; and/or provides supervision, mentoring and leadership of Level 2 Employees;
- (iii) undertakes competency development to progress through the classification, which at this level would be Certificate III in Conservation and Land Management or an equivalent qualification and/or as defined in the Employee's Job Description;
- (iv) is fully competent in fire suppression and control activities and has acquired fire certification;
- (v) has a sound working knowledge of Work Health and Safety requirements, assists in the development and implementation of job descriptions and safe working procedures;
- (vi) conducts on the job training;
- (vii) works autonomously with limited direction; and
- (viii) exercises a range of technical skills relevant to area of work.

- (e) Positions include: Specialist Conservation Employee, Overseer, Machine Plant Operator and Storeperson.



- (i) Specialist Conservation Employee means a conservation Employee who undertakes work at a higher level than a conservation Employee in one or more specialties linked to park management and visitor services associated with tourism and recreation facilities, flora and fauna management and conservation and land management activities.
- (ii) Overseer means an Employee responsible for the daily supervision of Employees.
- (iii) Machine plant operator means an Employee who exercises complex heavy plant operation technical skills having experience and competence in operational work and fire suppression, knowledge and experience in disease hygiene requirements and machine operations in environmentally sensitive areas.  
  
Able to provide appropriate experienced machine operation support for all categories of bushfire (Levels 1, 2 and 3) and be fire line competent.
- (iv) Storeperson means an Employee who is responsible for operating a store across one or more work centres, including safety and security of the store/warehouse and compound.

(f) **Level 4 – Coordinator**

An Employee at this level primarily supervises, organises, leads, and coaches others and manages small teams or provides specialist advice to the level of their training and/or competence and as defined in their Job Description, including:

- (i) having a full understanding of quality control/assurance procedures including the ability to recognise quality deviations/faults and applies quality control;
- (ii) providing specialist advice or providing supervision including daily work programming and planning to meet targets and implementation of work;
- (iii) assisting others to achieve and improve their outputs, assessing and identifying training needs;
- (iv) undertaking competency development to progress through the classification which includes the acquisition of a Certificate IV as specified in the Employee's Job Description; and
- (v) proven ability to undertake roles in incident and fire management activities.

- (g) Positions include Fire Specialist, Specialist Leader, Senior Machine Plant Operator, Bridge Specialist, Storeperson and Works Coordinator.
- (i) Fire Specialist means an Employee who applies specialist knowledge and experience to develop and facilitate tactical and operational fire works programs and prescribes fire plans.
  - (ii) Specialist Leader means an Employee responsible for developing, planning, organising and implementing works programs associated with construction and maintenance of tourism and recreational facilities, and nature conservation projects including revegetation and rehabilitation.
  - (iii) Senior Machine Operator means an Employee responsible for supervising and assisting in training in the complex operation of heavy plant in fire suppression and other work. They impart knowledge and experience on appropriate disease hygiene requirements and machine operations in environmentally sensitive areas and programs heavy plant use to meet operational needs within a work area.
  - (iv) Bridge Specialist applies specialist knowledge and experience to develop and undertake operational works programs for bridge road and access trail maintenance and upgrades including bridge, culver and road management, audit and inspections.
  - (v) Storeperson at this level is responsible for organising stores, equipment and services across more than one work centre, typically at a district level. Coordination implies higher level complexity than Level 3 in terms of number of work centres, stock volume and complexity of operations covered by the stores facility.
  - (vi) Works Coordinator means an Employee responsible for the daily programming and implementation of work for Employees.

(h) **Level 5 – Senior Coordinator**

The primary duties for an Employee at this level are either supervisory and planning or providing specialist advice, to the level of their training and/or competence and as defined in their Job Description, including:

- (i) having a full understanding of all quality control/assurance procedures;
- (ii) providing advanced specialist advice and training, or undertaking supervision, programming and management of work;
- (iii) engaging in tactical and operational planning in line with strategic direction, reviewing group output and developing strategies for

improvement including development of protocols for improved operational delivery and customer service;

- (iv) undertakes competency development to progress through the classification at this level includes the acquisition of Certificate in Training & Assessment or an equivalent depending upon the role and the Job Description requirements.
- (i) Positions include Senior Works Coordinator, Training Co-ordinator, and Senior Storeperson.
  - (i) Senior Works Coordinator means an Employee responsible for coordinating works programs across a discrete work area typically at district level, directing lower level supervisors in priority setting, critical planning and target achievements.
  - (ii) Training Co-ordinator means an Employee, whose sole responsibility is the coordination and development of training programs, keeping of competency records and the implementation of progression programs for individual Employee development under this Schedule.
  - (iii) Senior Storeperson at this level is responsible for a bulk superstore ensuring efficient and effective stores supply and use, high level stores organisation and application of prescribed procedures for store equipment management and control.

(j) **Level 6 – Advanced Supervisor**

An Advanced Supervisor means a person with additional specialist skills and expertise as defined in their Job Description, who facilitates the delivery of programs and projects across a significant operational area at a divisional level, and contributes in a significant way to the effective and efficient delivery of operational activities.

Employees at this level are recognised across the division for their expertise and knowledge.

2.2 Progression within classification level

- (a) Progression within each classification level is based upon the acquisition and satisfactory utilisation of skills and competencies required by the Employer and as defined in the Employee's Job Description.
- (b) Progression within a level is by annual increment subject to the Employee participation in an Employee performance and development conversation with the Employer.

- (c) The Employee performance and development program shall be undertaken, as a minimum, on an annual basis and in cases where the review is delayed due to circumstances beyond the control of the Employee, the anniversary date of the 12 month review will be not be changed and any increase will be paid retrospectively to the anniversary date

Progression between classification levels is by promotion only, unless otherwise agreed between the parties.

### 3. HOURS

With the exception of clause 3.1, the provisions of this clause do not apply to Employees engaged in fire service duties. The Department of Parks and Wildlife – AWU Fire Service Provisions Agreement 2014 (AG 21 of 2014) or any replacement, contains the relevant provisions regarding fire service duties.

- 3.1 The ordinary hours, other than for shift Employees, must be an average of 38 hours per week worked Monday to Friday. The Employer and Employee can reach agreement on the arrangement for the working of the ordinary hours and/or for accrued days off. In the absence of any agreement, the following must apply:
  - (a) The spread of hours is between 6.00 a.m. to 6.00 p.m:
    - i. Employees can be required to work ordinary hours between 6:00 a.m. and 6:00p.m. for the purpose of remote work, project work or other genuine short term requirements not exceeding three months. Provided that notice of changes in ordinary hours is given to the Employee at or prior to the completion of the previous normal rostered shift;
    - ii. The changes to the ordinary hours within the spread of hours from 6:00 a.m. and 6:00 p.m. for a longer period than three months or a permanent change can be agreed between the Employer and the majority of affected Employees.
  - (b) The cycle must consist of eight consecutive hours, excluding unpaid meal breaks, each Monday to Friday inclusive with 0.4 of one hour (24 minutes) of each such day worked accruing towards an accrued paid day off during the cycle.
  - (c) The accrued day off must be observed on either the first or the last working day of the week.
- 3.2 During the year Employees must be required to take a period of annual leave to include an accrued day off for that particular work cycle. There must be no additional pay or leave in lieu of that accrued day off.

- 3.3 Except for periods of long service leave and subject to clause 3.2, each day of paid leave and any public holidays occurring during any cycle of four weeks must be regarded as having been worked for the purposes of accruing time for an accrued day off. The appropriate leave must be debited for the time that would have been worked and the accrual entitlement.
- 3.4 Where a full cycle has not been worked, an accrued day off on full pay can be calculated on a pro rata basis for each day worked in the four week cycle. The pro rata amount is 0.4 of one hour (24 minutes) off for each eight hour day worked.
- 3.5 Where an Employee is required to work on the Employee's accrued day off:
- (a) **For the full day** - the Employee must be paid at ordinary time rates for that day and must be re-rostered for another day off duty within ten working days. The re-rostered day must be agreed between the parties, but where no agreement is reached the day must be the first or last working day of the week.
- If the Employee is required to work on the re-rostered day, the Employee must be paid as though the Employee was called out in accordance with the provisions contained in clause 5 - Overtime of this Schedule.
- (b) **For less than a full day** - the Employee must be paid as though the Employee was called out in accordance with the provisions contained in clause 5 – Overtime of this Schedule.
- 3.6 Where shift or trench sinkers, or timber persons work at a depth of over 1.8 metres and where Employees are driving at any depth in a tunnel or similar work, the prescribed daily hours must, on a Monday to Friday, include crib time or half an hour to be counted as time worked.
- 3.7 The spread of hours provisions of this clause must not apply to cook house personnel or camp orderlies.
- 3.8 All time occupied in erecting and/or shifting camp, or moving plant and equipment must be counted as time worked in accordance with this clause or, where applicable, in accordance with the provisions contained in clause 5 – Overtime of this Schedule.

### **Meal and rest breaks**

- 3.9 An unpaid meal break of at least 30 minutes is to be taken, at a time agreed between the Employee and the Employer, between noon and 2.00 p.m.
- 3.10 Employees, other than shift Employees, are allowed a paid morning rest break of 7.5 minutes at a time agreed between the supervisor and the Employee. Provided that Employees previously entitled to an additional paid afternoon rest break of seven and a half minutes must retain such an entitlement.

- 3.11 If Employees are required to work through their meal interval and the meal interval deferred, the Employee must be paid a loading of 50% for the first half hour of such deferment and a loading of 100% for any further time elapsing until a meal break of at least 30 minutes duration is taken.

If continuance of work is necessary and could not be avoided by any reasonable action of the Employer, the Employer must be allowed 20 minutes before penalty rates begin to accrue.

- 3.12 An Employee who is required to work for more than five hours without a meal break of at least 30 minutes duration, other than on a Saturday, Sunday or public holiday; must be paid a loading of 100% for all time elapsing from the end of the five hours until such a meal break is taken.

#### **4. SHIFT WORK**

The provisions of this clause do not apply to Employees engaged in fire service duties. The Department of Parks and Wildlife – AWU Fire Service Provisions Agreement 2014 (AG 21 of 2014) or any replacement, contains the relevant provisions regarding fire service duties.

- 4.1 Except as otherwise stated, the ordinary working hours of Employees on shift work is an average of 38 hours spread over a period of two, three or four weeks. Each shift consists of eight hours which includes a 30 minute paid meal break.
- 4.2 The sequence of shifts must not be deemed to be broken by a public holiday and no Employee must be rostered to work for more than eight shifts in any nine consecutive days. The roster will provide for rotation of shifts unless all affected Employees agree otherwise. The roster starting and finishing times of shifts must be determined by the requirements of the particular job, provided transport facilities are available or arranged.
- 4.3 Except for a casual shift worker, loadings are to be calculated as the additional percentage paid upon the ordinary rate of pay and are not compounding. For a casual shift worker, the casual loading of 25% is to be paid in addition to shift loadings and is calculated upon the shift loading rate.
- 4.4 On Monday to Friday, excluding public holidays, a loading of 15% must be paid for an Afternoon or Night Shift. Subject to clause 4.2, if an Employee works less than five consecutive Afternoon or Night Shifts, then the Employee must be paid a loading of 50% for Monday to Friday shifts. Public holidays must be paid in accordance with clause 4.6
- 4.5 A loading of 30% must be paid for each Night Shift in lieu of the loading prescribed in clause 4.4, if an Employee is required and has not requested to:
- (a) work Night Shifts only during a period of engagement on shift work; or
  - (b) remain on Night Shifts for a longer period than four consecutive weeks; or

- (c) work on Night Shifts which do not rotate or alternate with another shift or with Day Shifts so as to give at least 1/3rd of the working time off Night Shift in each cycle.

- 4.6 Employees who work ordinary hours on Saturdays, Sundays and Public Holidays must be paid ordinary hours shift penalties as below:

Days Worked	Shift Penalty Loading
Saturday	50%
Sunday	100%
Public Holiday	150%

- 4.7 Where the ordinary hours of work span midnight on any Friday, Sunday or public holiday, the loading for the whole shift must be calculated according to the loading applicable for the greater part of the shift.

## 5. OVERTIME

The provisions of this clause do not apply to Employees engaged in fire service duties. The Department of Parks and Wildlife – AWU Fire Service Provisions Agreement 2014 (AG 21 of 2014) or any replacement contains the relevant provisions regarding fire service duties.

- 5.1 Except in the case of a shift worker, all time worked in excess of an Employee's ordinary working hours or outside of the spread of hours in clause 3.1 is overtime and the following loading must be paid to an Employee, in addition to the ordinary rate of pay:

Time worked	Loading
Monday to noon Saturday	
first two hours	50%
after two hours	100%
From noon on Saturday	100%
Sunday	100%
Public Holiday or, by agreement, a day in lieu plus a loading of	150%
	50%

- 5.2 Overtime for diver and tenders

If divers or tenders are required to work overtime at the expiration of the customary working day and have left work for the day, they must be paid the following loading in addition to their ordinary rate of pay:

Time worked	Loading
From 5.00 p.m. to midnight	50%
From midnight to usual starting time	100%



Prior to noon on Saturday	50%
From noon on Saturday	100%
Sunday	100%
Public Holiday or by agreement, a day in lieu plus a loading of	150%  50%

Provided that the maximum amount of actual diving in any one shift is six hours.

- 5.3 Work done by shift Employees in excess of, or outside the ordinary working hours of their shift, or on a shift other than a rostered shift, must be paid a loading of 100% of the ordinary wage rate, except for work done on a public holiday. On public holidays Employees must be paid a loading of 150% of the ordinary rate.

### **Overtime meal breaks**

- 5.4 An Employee must not be required to work for more than four hours on a Saturday, Sunday or public holiday without a meal interval of at least 30 minutes.
- 5.5 An Employee working overtime following ordinary hours must be allowed a paid meal break of 20 minutes after each four hours of overtime worked if the Employee is to continue working after the meal break. The meal break must be calculated at the current overtime loading rate, except for:
- (a) when the overtime is on a Saturday and the first meal break occurs between 10.00 a.m. and 1.00 p.m., then the first meal break must be paid at the ordinary rates; or
  - (b) the total period of overtime is less than 1.5 hours and is worked directly after ordinary hours, then a meal break of 20 minutes is to be paid at ordinary rates.
- 5.6 An Employer and Employee can agree to vary 5.4 to meet work circumstances, provided that the Employer is not required to pay for any portion of the meal break that exceeds 20 minutes.

### **Call out**

- 5.7 An Employee, other than a shift Employee, called out to work from Monday to Saturday who is required to work for more than two hours, is entitled to overtime loading as prescribed in clause 5.1.
- 5.8 An Employee, other than a shift Employee, called out to work Monday to Saturday after having left work for the day must be paid the minimum time and loading for each callout as follows:

	Minimum time	Loading
Monday to Friday	four hours	50%



Saturday	three hours	50%
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- 5.9 An Employee, other than a shift Employee, called out to work on a Sunday or public holiday must be paid the minimum time for the first callout and loading as follows:

	Minimum time	Loading
Sunday	three hours	100%
Public holiday	three hours	150%

For subsequent callouts the Employee must be paid the above loading for actual time worked.

- 5.10 When a shift Employee is called out after the expiration of the Employee's rostered shift and the Employee has left the workplace at the completion of the shift or is called out on a rostered day off, the Employee must be paid a loading of 100% and be paid for no less than a period of three hours for each call out. Provided that if recalled on a public holiday, the Employee must be paid a loading of 150%, calculated on the Employee's ordinary wage rate, for a minimum of three hours for each time the Employee is called out.

### **Standby**

#### **Rostered standby**

- 5.11 (a) An Employee required to be on standby on a roster system, which is to be mutually agreed between Employer and Employees for each depot, must be paid the following ordinary time rates for each day on standby:
- (i) three hours for a Monday to a Friday;
  - (ii) three hours plus a day in lieu for any day defined as a public holiday by this Schedule;
  - (iii) four hours for a Saturday or Sunday.
- (b) If the Employee on standby is required to work during the standby period then the Employee must be paid overtime as per clause 5.1, or in the case of shift Employees as per clause 5.3, in addition to the standby payments.

#### **Ad-hoc standby**

- 5.12 When an Employer directs an Employee to be on standby outside of normal working hours, then the Employee must be paid at the ordinary rate of pay for each hour of standby. On a public holiday, this payment is in addition to the payment for the public holiday.

- (a) If the Employee on standby is required to work during the standby period then the Employee must be paid overtime in accordance with 5.1, or in the case of shift Employees as per clause 5.3, but this is in lieu of any standby payments for the period worked.
- (b) Provided that this clause shall not apply to any time spent by an Employee during the standby period travelling to or from the Employee's place of employment.

### **Rest periods after overtime**

- 5.13 Wherever reasonably practicable, Employees who have worked overtime must have at least 10 hours off before working again. If the Employee's ordinary time hours on the following day commence less than 10 hours after completing the overtime, then the Employee must have such time off with pay of the following day's ordinary time hours until a 10 hour period has lapsed. If it is necessary, the Employer can require the Employee to resume work under 10 hours but the Employee must receive a loading of 100% for any time worked until there is a 10 hours break and the Employee must be paid for any ordinary time hours occurring during this 10 hour break.
- 5.14 Subject to clause 5.15 an Employer may require an Employee to work reasonable overtime at overtime rates.
- 5.15 An Employee can refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable, having regard to:
  - (a) any risk to Employee health and safety;
  - (b) the Employee's personal circumstances including family responsibilities;
  - (c) the needs of the workplace or enterprise;
  - (d) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
  - (e) any other relevant matter.

## **6. HIGHER DUTIES**

- 6.1 Where an Employee is required to do, and does on any one day for a time exceeding two hours in the aggregate, work for which a higher rate is prescribed than for other work done on that day, the Employee must be paid at not less than such higher rate for all work done on that day.
- 6.2 The Employer and an Employee can agree for an Employee to undertake special duties in which case the rate of pay for those duties must be determined by agreement prior to their commencement.

**SCHEDULE 3 - AGENCY SPECIFIC SCHEDULE - DEPARTMENT OF  
BIODIVERSITY CONSERVATION AND ATTRACTIONS  
VISITOR CENTRES**

**1. WAGE RATES**

1.1 Wage Rates

<b>Classification</b>	<b>Rates effective on and from 27 April 2022</b>	<b>Rates effective on and from 27 April 2023</b>
	\$ Per Week	\$ Per Week
Level 1	935.90	995.90
Level 2.1	965.70	1,025.70
Level 2.2	995.70	1,055.70
Level 2.3	1,025.60	1,085.60
Level 2.4	1,055.60	1,115.60
Level 2.5	1,085.50	1,145.50
Level 2.6	1,115.50	1,175.50

1.2 Traineeship Rates of Pay

<b>Traineeship Rates of Pay</b>	<b>Rates effective on and from 27 April 2022</b>	<b>Rates effective on and from 27 April 2023</b>
Level	\$ Per Week	\$ Per Week
Trainee under 17 years	498.00	558.00
Trainee 17 years	585.50	645.50
Trainee 18 years	673.10	733.10
Trainee 19 years	760.70	820.70
Trainee 20 years	848.30	908.30
Level 1	935.90	995.90

**2. CLASSIFICATIONS AND WAGE RATES**

2.1 The hourly rate of pay is 1/38th of the weekly rate.

2.2 Each Employee must receive the appropriate rate of pay according to their classification.

2.3 Descriptors for classifications are as follows

- (a) Level 1 means an entry level Employee who is undergoing induction and/or training under direct supervision for one of the following classifications.

- (b) Level 2.1 means an Employee who is competent and undertakes under limited supervision the role of either a host, guide or revenue collection.
- (c) Level 2.2 means an Employee who is competent and undertakes the role of a host, guide, revenue collection or supervised marketing/retail assistant.
- (d) Level 2.3 means an Employee who is competent to undertake the role of a Level 2.2 and in addition is competent and undertakes the role of marketing and/or retail duties.
- (e) Level 2.4 means an Employee who is competent and undertakes the role of a supervisor of less than 10 Employees.
- (f) Level 2.5 means an Employee who is competent and undertakes the role of a supervisor of 10 or more Employees.

### **3. HOURS OF WORK**

- 3.1 Subject to the provisions of this clause, ordinary hours shall be calculated on an annualised hours basis of 1976 hours for full-time Employees and pro rata for part-time, seasonal and part-time "seasonal" Employees. Rosters must be determined by the Employer in consultation with Employees.
- 3.2 The ordinary hours can be worked within the span of 6.00 am and 8.00pm.

#### **Full-time Employees**

- 3.3 The ordinary hours must be an average of 38 hours per week worked over ten of the 14 days each fortnight. The Employer and Employee can reach agreement on the arrangement for the working of the ordinary hours and/or for accrued days off. In the absence of any agreement, the following must apply:
  - (a) The cycle must consist of eight consecutive hours, excluding unpaid meal breaks, with 0.4 of one hour (24 minutes) of each such day worked accruing towards an accrued paid day off during the cycle.
  - (b) Unless otherwise agreed, the accrued day off must be observed on either the first or the last weekday working day of the week.
  - (c) Except for periods of annual and long service leave, each day of paid leave and any public holidays occurring during any cycle of four weeks must be regarded as having been worked for the purposes of accruing time for an accrued day off. The appropriate leave must be debited for the time that would have been worked and the accrual entitlement. Periods of annual or long service leave are cleared at 7.6 hours (7 hours 36 minutes) per day.

- (d) Where a full cycle has not been worked, an accrued day off on full pay can be calculated on a pro rata basis for each day worked in the four week cycle. The pro rata amount is 0.4 of one hour (24 minutes) off for each eight hour day worked.
- (e) Where an Employee is required to work on the Employee's accrued day off:
  - (i) **for the full day** – the Employee must be paid at ordinary time rates for that day and must be re-rostered for another day off duty within 10 working days. The re-rostered day must be agreed between the parties, but where no agreement is reached the day must be the first or last working day of the week.  
  
If the Employee is required to work on the re-rostered day, the Employee must be paid as though the Employee was called out in accordance with the provisions contained in clause 5 – Overtime of this Schedule.
  - (ii) **for less than a full day** - the Employee must be paid as though the Employee was called out in accordance with the provisions contained in clause 5 – Overtime of this Schedule.

### **Part-time and casual Employees**

- 3.4 The maximum ordinary hours are eight hours per day. Any extensions to hours of work to the maximum of eight hours must be treated as ordinary time and in the case of part-time Employees must contribute towards annualised hours and entitlements accordingly.

### **All Employees**

#### 3.5

- (a) Meal breaks must be unpaid and between 30 minutes and 60 minutes in duration.
- (b) No Employee must be required to work more than five hours without a meal break.
- (c) Any Employee required by the Employer to work for more than five hours must be paid at overtime penalty rates for the period in excess of five hours until a meal break of at least 30 minutes is taken.
- (d) Employees employed for four or more hours continuously on any day are entitled to a paid rest break of 7.5 minutes at a time agreed between the Supervisor and each Employee.

## Rostering

- 3.6 The variable nature of the provision of services to tourists and visitors in particular requires a flexible approach to rostering of Employees. This includes the seasonal nature of tourism and unforeseen circumstances. Unforeseen circumstances include, but are not limited to, the cancellation of booked tours, inclement weather, natural disasters and power, plant or machinery failures. As such the following provisions apply for other than full-time Employees.

### Part-time Employees

- (a) Part-time Employees can have their daily hours adjusted to take account of changed circumstances, provided that a minimum of three hours pay must apply for any actual attendance as rostered by the Employer. Provided further that an Employee who has other prior commitments on the day may decline an extension of their ordinary hours. The Employer must maintain a running record of ordinary hours worked for the purpose of calculating annual pro rata leave entitlements.

### Casual Employees

- (b) Casual Employees are employed by the hour, provided that a minimum of three hours pay must apply for any period of actual attendance as requested by the Employer.
- (c) Notwithstanding the provisions of clauses 3.6(a) and (b) an Employee may agree to cessation of employment for the day and forego entitlement to any outstanding minimum payment.

## 4. ORDINARY HOURS SHIFT PENALTIES

Employees who work ordinary hours on Saturdays, Sundays and Public Holidays must be paid ordinary hours shift penalties as below:

Days Worked	Shift Penalty Loading
Saturday	50%
Sunday	100%
Public Holiday	150% In addition to any entitlement for payment of the day

## 5. OVERTIME

- 5.1 Overtime applies for work undertaken outside of ordinary hours on normal working days, or for any days worked in excess of 10 days in any pay or roster fortnight. Each day stands alone and any time worked outside of ordinary hours is treated as and paid for at the appropriate overtime rates, as below:

Time worked	Loading
Monday to noon Saturday for the first two hours after two hours	50% 100%
Saturday from noon and Sunday	100%
Public Holiday	150%

### **Rest period after overtime**

- 5.2 Wherever reasonably practicable, Employees who have worked overtime must have at least 10 hours off before working again. If the Employee's ordinary time hours on the following day commence less than 10 hours after completing the overtime, then the Employee must have such time off with pay of the following day's ordinary time hours until a 10 hour period has lapsed. If it is necessary, the Employer can require the Employee to resume work under 10 hours but the Employee must receive a loading of 100% for any time worked until there is a 10 hour break and the Employee must be paid for any ordinary time hours occurring during this 10 hour break.

### **Callout**

- 5.3 The minimum overtime callout for part-time and full-time Employees is three hours pay, provided that the appropriate overtime penalty must apply for all time actually worked.

### **Time off in lieu**

- 5.4 By prior mutual agreement between the Employer and an Employee, time off in lieu at the equivalent penalty/overtime rate may be provided in lieu of cash payment for overtime worked. Provided that any such time off in lieu must be cleared within two months of being worked unless otherwise mutually agreed e.g. may be further delayed to be taken with other leave entitlements or any other mutually agreed purpose.
- 5.5 Overtime can only be worked and paid for on the instruction of the Employer.

## **6. ANNUAL LEAVE**

By mutual agreement between an Employee and the Employer, an Employee can clear annual leave in individual days up to a maximum of five days per year.

## **7. HIGHER DUTIES ALLOWANCE**

- 7.1 Where an Employee is required to do, and does on any one day for a time exceeding two hours in the aggregate, work for which a higher rate is prescribed than for other work done on that day, the Employee must be paid at not less than such higher rate for all work done on that day.

- 7.2 The Employer and an Employee can agree for an Employee to undertake special duties in which case the rate of pay for those duties must be determined by agreement prior to their commencement.



**SCHEDULE 4 - AGENCY SPECIFIC SCHEDULE - FOREST PRODUCTS**  
**COMMISSION AND DEPARTMENT OF PRIMARY INDUSTRIES AND**  
**REGIONAL DEVELOPMENT**

**1. WAGE RATES**

1.1 Wage Rates (\$ per week inclusive of industry allowance)

<b>Classification</b>	<b>Rates effective on and from 27 April 2022</b>	<b>Rates effective on and from 27 April 2023</b>
	\$ Per Week	\$ Per Week
Level 1	966.80	1,026.80
Level 2.1	996.70	1,056.70
Level 2.2	1,026.50	1,086.50
Level 2.3	1,056.50	1,116.50
Level 2.4	1,086.50	1,146.50
Level 2.5	1,116.40	1,176.40
Level 2.6	1,146.30	1,206.30
Level 3.1	1,196.20	1,256.20
Level 3.2	1,246.10	1,306.10
Level 4.1	1,296.00	1,356.00
Level 4.2	1,345.90	1,405.90
Level 5.1	1,395.80	1,455.80
Level 5.2	1,445.60	1,505.60
Level 5.3	1,495.60	1,555.60
Level 5.4	1,545.50	1,605.50
Level 6.1	1,595.30	1,655.30
Level 6.2	1,645.30	1,705.30

1.2 Traineeship Rates of Pay

<b>Traineeship Rates of Pay</b>	<b>Rates effective on and from 27 April 2022</b>	<b>Rates effective on and from 27 April 2023</b>
	\$ Per Week	\$ Per Week
Level		
Trainee under 17 years	513.40	573.40
Trainee 17 years	604.10	664.10
Trainee 18 years	694.80	754.80
Trainee 19 years	785.40	845.40
Trainee 20 years	876.10	936.10
Level 1	966.80	1026.80

1.3 Industry allowance includes payment for the inconvenience of:

- (a) climatic conditions when working in the open on types of work covered by this General Agreement or on a multi-storey construction prior to it being enclosed;
- (b) the physical disadvantages of having to climb stairs or ladders, particularly on multi-storey constructions;
- (c) dust blowing in the wind on construction sites;
- (d) sloppy or muddy conditions associated with the initial stages of construction;
- (e) dirty conditions caused by use of form oil or green timber;
- (f) drippings from newly poured concrete;
- (g) the disability of work on all types of scaffold other than a single plank or a bosun's chair; and
- (h) the lack of usual amenities associated with the type of work covered by this General Agreement.

## 2. CLASSIFICATION DEFINITION AND SKILL BASED CAREER PATH

2.1 Descriptors

(a) **Level 1 – Entry Level Employee**

An Employee who has not yet completed the induction period.

(b) **Level 2 – General Construction Employee or General Hand**

An Employee at this level performs routine duties of essentially a manual nature and to the level of their training and/or competence, including:

- (i) works under direct supervision either individually or in a team
- (ii) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults; and
- (iii) undertakes structured competency development to progress through the classification.

- (c) Positions include: Conservation Employee, Bridge Construction Employee, Road Construction and Maintenance Employee, River Works Employee, Agricultural Dogger, Survey Hand, Nursery Employees.
- (i) Conservation Employee means an Employee who undertakes construction and maintenance work in the fields of forestry (including fire management), flora and fauna conservation (including control of feral animals and invasive flora/fauna), tourism and recreational facilities and the operation of associated machinery.
  - (ii) Nursery Employee means an Employee who, within their acknowledged competence range, undertakes routine manual tasks within a nursery/plant propagation environment.
  - (iii) Road and Construction means an Employee who is engaged on road construction and maintenance work.
  - (iv) Bridge Construction means an Employee who is engaged on bridge construction and maintenance work.
  - (v) Survey Hand means an Employee who undertakes who assists a surveyor in the undertaking of land surveying work.
  - (vi) Agricultural Dogger means an Employee who undertakes work to control agricultural vermin and feral animals that are a threat to agricultural products.
  - (vii) River Works Employee means an Employee who undertakes work on river maintenance work.

(d) **Level 3– Supervisor/Overseer or Specialist Employee**

An Employee at this level performs specialist duties of a manual nature or involves routine direct supervision, to the level of their training and/or competence, including:

- (i) understanding and undertaking quality control/assurance procedures including the ability to recognise quality deviations/faults; and
- (ii) specialist work under direct supervision either individually or in a team environment, and/or provides routine supervision of Level 2 Employees; and
- (iii) undertakes competency development to progress through the classification.

- (e) Positions include: Specialist Conservation Employee, Road Gang Leader, Field Clerk, Advanced Survey Hand, Advanced/Final Grade Operator.
- (i) Specialist Conservation Employee means a conservation Employee who undertakes work at a higher level than a conservation Employee in one or more specialties.
  - (ii) Specialist Nursery Employee means a nursery Employee who undertakes work at a higher level than a nursery Employee in one or more specialties.
  - (iii) Overseer means an Employee responsible for the daily supervision of Employees.
  - (iv) Road Gang Leader means an Employee responsible for the daily supervision of a team of road construction and maintenance Employees.
  - (v) Field Clerk means an Employee responsible for the preparation and processing of routine paperwork and payroll details on a field site.
  - (vi) Advanced/Final Grade Plant Operator means an Employee who is required to undertake work on specialised plant and machinery for road construction as the major part of their duties.

(f) **Level 4 – Coordinator**

An Employee at this level duties are primarily either supervision or providing specialist advice, to the level of their training and/or competence, including:

- (i) having a full understanding of quality control/assurance procedures including the ability to recognise quality deviations/faults; and
  - (ii) providing specialist advice or providing supervision including some programming and implementation of work; and
  - (iii) undertakes competency development to progress through the classification.
- (g) Positions include Works Coordinator, Senior Road Gang Leader, Depot Gang Leader, Plant Operator Instructor, Road Works Inspector.
- (i) Works Coordinator means an Employee responsible for the daily programming and implementation of work for Employees.

- (ii) Senior Road Gang Leader means an Employee who is responsible for the supervision of more than one team of road construction and maintenance Employees.
- (iii) Depot Gang Leader means an Employee responsible for the daily programming and implementation of work within a depot.
- (iv) Plant Operator instructor means an Employee responsible for instructing Employees in the operation and use of specialised plant and machinery.
- (v) Road Works Inspector means an Employee who undertakes quality control and assurance audits of road construction and maintenance works.

(h) **Level 5 – Foreperson/Supervisor**

The primary duties for an Employee at this level are either supervisory and planning or providing specialist advice, to the level of their training and/or competence, including:

- (i) having a full understanding of all quality control/assurance procedures; and
  - (ii) providing advanced specialist advice and training, or undertaking supervision, programming and management of work; and
  - (iii) undertakes competency development to progress through the classification.
- (i) Positions include Foreperson, Training Co-ordinator, Special Class Survey Gang Leader, Senior Road Works Inspector.
- (i) Foreperson means an Employee responsible for the overall planning, programming and implementation of work for Employees.
  - (ii) Training Co-ordinator means an Employee whose sole responsibility is the development of competencies, skill progression points, training coordination and development of training programs for Employees under this Schedule.
  - (iii) Senior Road Works Inspector means an Employee who undertakes quality control and assurance audits of road construction and maintenance works at a higher level than a Roads Works Inspector.

(j) **Level 6 – Advanced foreperson**

An Advanced Foreperson means a foreperson with additional specialist skills and expertise.

## **2.2 Progression within classification level**

- (a) Progression within each classification level is based upon the acquisition and satisfactory utilisation of skills and competencies required by the Employer. Progression between classification levels is by promotion only, unless otherwise agreed between the parties.
- (b) Assessment of the competencies is to be undertaken on an annual basis and in cases where the review is delayed due to circumstances beyond the control of the Employee, the anniversary date of the 12 month review must not be changed and any increase will be paid retrospectively to the anniversary date
- (c) Where the parties have not finalised the competency point system for a workplace for positions Level 3 and above, the following competency-based approach will be adopted:
  - (i) the meeting of established developmental and performance outcomes as agreed Between the Employer and Employee through an annual agreement. This includes the completion of training modules as agreed between Employer and Employee;
  - (ii) an annual review must be undertaken by the Employer for all full-time and part-time Employees in order to assess the Employees progression within the level;
  - (iii) demonstrated competency and satisfactory service over a minimum period of 12 months at each point within the level; and
  - (iv) in cases where the review is delayed due to circumstances beyond the control of the Employee, the anniversary date of the 12 month review must not be changed and any increase must be paid retrospectively to the anniversary date.

## **3. HOURS**

- 3.1 The ordinary hours, other than for shift Employees, must be an average of 38 hours per week worked Monday to Friday. The Employer and Employee may reach agreement on the arrangement for the working of the ordinary hours and/or for accrued days off, but in the absence of any agreement, then the following must apply:
  - (a) The spread of hours is between 7.00 a.m. to 6.00 p.m.
  - (b) The cycle must consist of eight consecutive hours, excluding unpaid meal breaks, each Monday to Friday inclusive with 0.4 of one hour (24

minutes) of each such day worked accruing towards an accrued paid day off during the cycle.

- (c) The accrued day off must be observed on either the first or the last working day of the week.
- (d) During the year Employees are required to take a period of annual leave to include an accrued day off for that particular work cycle. There must be no additional pay or leave in lieu of that accrued day off.
- (e) Except for periods of long service leave and subject to clause 3.1(d) each day of paid leave and any public holidays occurring during any cycle of four weeks must be regarded as having been worked for the purposes of accruing time for an accrued day off. The appropriate leave must be debited for the time that would have been worked and the accrual entitlement.
- (f) Where a full cycle has not been worked, an accrued day off on full pay may be calculated on a pro rata basis for each day worked in the four week cycle. The pro rata amount is 0.4 of one hour (24 minutes) off for each eight hour day worked.
- (g) Where an Employee is required to work on the Employee's accrued day off:
  - (i) **for the full day** - the Employee must be paid at ordinary time rates for that day and must be re-rostered for another day off duty within 10 working days. The re-rostered day must be agreed between the parties, but where no agreement is reached the day must be the first or last working day of the week.

If the Employee is required to work on the re-rostered day, the Employee must be paid as through the Employee was called out in accordance with the provisions contained in clause 5 - Overtime of this Schedule.
  - (ii) **for less than a full day** - the Employee must be paid as through the Employee was called out in accordance with the provisions contained in clause 5 – Overtime of this Schedule.
- (h) Where shift or trench sinkers, or timber persons work at a depth of over 1.8 metres and where Employees are driving at any depth in a tunnel or similar work, the prescribed daily hours must, on a Monday to Friday, include crib time or half an hour to be counted as time worked.

3.2 The spread of hours provisions of this clause must not apply to cook house personnel or camp orderlies.

3.3 All time occupied in erecting and/or shifting camp, or moving plant and equipment must be counted as time worked in accordance with this clause or,

where applicable, in accordance with the provisions contained in clause 5 – Overtime of this Schedule.

### **Meal and rest breaks**

- 3.4 An unpaid meal break of at least 30 minutes is to be taken, at a time agreed between the Employee and the Employer, between noon and 2.00 p.m.
- 3.5 Employees, other than shift Employees, are allowed a paid morning rest break of 7.5 minutes at a time agreed between the Supervisor and the Employee. Provided that Employees previously entitled to an additional paid afternoon rest break of seven and a half minutes must retain such an entitlement.
- 3.6 If Employees are required to work through their meal interval and the meal interval deferred, the Employee must be paid a loading of 50% for the first half hour of such deferment and a loading of 100% for any further time elapsing until a meal break of at least 30 minutes duration is taken.

If continuance of work is necessary and could not be avoided by any reasonable action of the Employer, the Employer must be allowed 20 minutes before penalty rates begin to accrue.

- 3.7 An Employee who is required to work for more than five hours without a meal break of at least 30 minutes duration, other than on a Saturday, Sunday or public holiday; must be paid a loading of 100% for all time elapsing from the end of the five hours until such a meal break is taken.

### **4. SHIFT WORK**

- 4.1 Except as otherwise stated, the ordinary working hours of Employees on shift work is an average of 38 hours spread over a period of two, three or four weeks. Each shift consists of eight hours which includes a 30 minute paid meal break.
- 4.2 The sequence of shifts must not be broken by a public holiday and an Employee must not be rostered to work for more than eight shifts in any nine consecutive days. The roster must provide for rotation of shifts unless all affected Employees agree otherwise. The roster starting and finishing times of shifts must be determined by the requirements of the particular job, provided transport facilities are available or arranged.
- 4.3 Except for a casual shift worker, loadings are calculated as the additional percentage paid upon the ordinary rate of pay and do not compound. For a casual shift worker, the casual loading of 25% is paid in addition to shift loadings and calculated upon the shift loading rate.
- 4.4 On Monday to Friday, excluding public holidays, a loading of 15% must be paid for an Afternoon or Night Shift. Subject to clause 4.2, if an Employee works less than five consecutive Afternoon or Night Shifts, then the Employee must be paid a loading of 50% for Monday to Friday shifts. Public holidays must be paid in accordance with clause 4.8.



- 4.5 A loading of 30% must be paid for each Night Shift in lieu of the loading prescribed in clause 4.4, if an Employee is required and has not requested to:
- (a) work Night Shifts only during a period of engagement on shift work; or
  - (b) remain on Night Shifts for a longer period than four consecutive weeks; or
  - (c) work on Night Shifts which do not rotate or alternate with another shift or with Day Shifts so as to give at least 1/3rd of the working time off Night Shift in each cycle.
- 4.6 A loading of 50% must be paid on a Saturday for all ordinary hours worked.
- 4.7 A loading of 100% must be paid on a Sunday for all ordinary hours worked.
- 4.8 A loading of 150% must be paid on a public holiday for all ordinary hours worked.
- 4.9 Where the ordinary hours of work span midnight on any Friday, Sunday or public holiday, the loading for the whole shift must be calculated according to the loading applicable for the greater part of the shift.

## 5. OVERTIME

- 5.1 Except in the case of a shift worker, all time worked in excess of an Employee's ordinary working hours or outside of the spread of hours in clause 4.1 is overtime and the following loading must be paid to an Employee, in addition to the ordinary rate of pay:

Time worked	Loading
Monday to noon Saturday	
first two hours	50%
after two hours	100%
From noon on Saturday	100%
Sunday	100%
Public holiday or, by agreement, a day in lieu plus a loading of	150%
	50%

### Overtime for diver and tenders

- 5.2 If divers or tenders are required to work overtime at the expiration of the customary working day and have left work for the day, they must be paid the following loading in addition to their ordinary rate of pay:

Time worked	Loading
From 5.00 p.m. to midnight	50%
From midnight to usual starting time	100%
Prior to noon on Saturday	50%
From noon on Saturday	100%
Sunday	100%
Public holiday or, by agreement, a day in lieu plus a loading of	150%
	50%

Provided that the maximum amount of actual diving in any one shift is six hours.

- 5.3 Work done by shift Employees in excess of or outside the ordinary working hours of their shift or on a shift other than a rostered shift must be paid a loading of 100% of the ordinary wage rate, except for work done on a public holiday. On public holidays Employees must be paid a loading of 150% of the ordinary rate.

#### **Overtime meal breaks**

- 5.4 An Employee must not be required to work for more than four hours on a Saturday, Sunday or public holiday without a meal interval of at least 30 minutes.
- 5.5 An Employee working overtime following ordinary hours must be allowed a paid meal break of 20 minutes after each four hours of overtime worked if the Employee is to continue working after the meal break. The meal break must be calculated at the current overtime loading rate, except for:
- (a) when the overtime is on a Saturday and the first meal break occurs between 10.00 a.m. and 1.00 p.m., then the first meal break must be paid at the ordinary rates; or
  - (b) the total period of overtime is less than 1.5 hours and is worked directly after ordinary hours, a meal break of 20 minutes is to be paid at ordinary rates.
- 5.6 An Employer and Employee can agree to vary clause 5.4 to meet work circumstances, provided that the Employer is not required to pay for any portion of the meal break that exceeds 20 minutes.

#### **Call out**

- 5.7 An Employee, other than a shift Employee, called out to work from Monday to Saturday who is required to work for more than two hours, is entitled to overtime loading as prescribed in clause 5.1.

- 5.8 An Employee, other than a shift Employee, called out to work Monday to Saturday after having left work for the day must be paid the minimum time and loading for each callout as follows:

	Minimum time	Loading
Monday to Friday	four hours	50%
Saturday	three hours	50%

- 5.9 An Employee, other than a shift Employee, called out to work on a Sunday or Public holiday must be paid the minimum time for the first callout and loading as follows:

	Minimum time	Loading
Sunday	three hours	100%
Public holiday	three hours	150%

For subsequent callouts the Employee must be paid the above loading for actual time worked.

- 5.10 When a shift Employee is called out after the expiration of the Employees rostered shift and the Employee has left the workplace at the completion of the shift or is called out on a rostered day off, then the Employee must be paid a loading of 100% and must be paid for no less than a period of three hours for each call out. Provided that if recalled on a public holiday, the Employee must be paid of loading of 150%, calculated on the Employee's ordinary wage rate, for a minimum of three hours for each time the Employee is called out.

## **Standby**

### 5.11 Rostered standby

- (a) An Employee required to be on standby on a roster system, which is to be mutually agreed between Employer and Employees for each depot, must be paid the following ordinary time rates for each day on standby:
- (i) three hours for a Monday to a Friday;
  - (ii) three hours plus a day in lieu for any day defined as a public holiday by this Schedule;
  - (iii) four hours for a Saturday or Sunday.
- (b) If the Employee on standby is required to work during the standby period then the Employee must be paid overtime as per clause 5.1, or in the case of shift Employees as per clause 5.3, in addition to the standby payments.

## 5.12 Ad-hoc standby

- (a) When an Employer directs an Employee to be on standby outside of normal working hours the Employee must be paid at the ordinary rate of pay for each hour of standby. On a public holiday, this payment is in addition to the payment for the public holiday.
- (b) If the Employee on standby is required to work during the standby period the Employee must be paid overtime in accordance with clause 5.1, or in the case of shift Employees as per clause 5.3, but this is in lieu of any standby payments for the period worked.
- (c) Provided that this clause must not apply to any time spent by an Employee during the standby period travelling to or from the Employee's place of employment.

## **Rest periods after overtime**

- 5.13 Wherever reasonably practicable, Employees who have worked overtime must have at least 10 hours off before working again. If the Employees ordinary time hours on the following day commence less than 10 hours after completing the overtime, then the Employee must have such time off with pay of the following day's ordinary time hours until a 10 hour period has lapsed. If it is necessary, the Employer can require the Employee to resume work under 10 hours but the Employee must receive a loading of 100% for any time worked until there is a 10 hours break and the Employee must be paid for any ordinary time hours occurring during this 10 hour break.
- 5.14 Subject to clause 5.15 an Employer can require an Employee to work reasonable overtime at overtime rates.
- 5.15 An Employee can refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- (a) any risk to Employee health and safety;
  - (b) the Employee's personal circumstances including any family responsibilities;
  - (c) the needs of the workplace or enterprise;
  - (d) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
  - (e) any other relevant matter.

## **6. PAY OUT OF ACCRUED DAYS OFF**

An Employee can request payment for accumulated rostered days off and by mutual agreement such payment must be made. Any such payment made must be at the Employee's normal ordinary time rate of pay.

**SCHEDULE 5 - AGENCY SPECIFIC SCHEDULE - DEPARTMENT OF  
PRIMARY INDUSTRIES AND REGIONAL DEVELOPMENT**

**1. WAGE RATES**

1.1 Wage Rates

<b>Classification</b>	<b>Rates effective on and from 27 April 2022</b>	<b>Rates effective on and from 27 April 2023</b>
	\$ Per Week	\$ Per Week
General Operative Grade 2	965.70	1,025.70
General Operative Grade 1		
1st year	995.70	1,055.70
2nd Year	1,016.00	1,076.00
3rd Year	1,024.00	1,084.00
Agricultural Operative		
1st year	1,025.60	1,085.60
2nd Year	1,035.20	1,095.20
3rd Year	1,043.40	1,103.40
Senior Agricultural Operative (Tradesperson)		
1st year	1,115.50	1,175.50
2nd Year	1,123.60	1,183.60
3rd Year	1,130.60	1,190.60
Senior Agricultural Operative Special		
1st year	1,215.20	1,275.20
2nd Year	1,230.30	1,290.30
3rd Year	1,245.90	1,305.90

## 1.2 Traineeship Rates of Pay

<b>Traineeship Rates of Pay</b>	<b>Rates effective on and from 27 April 2022</b>	<b>Rates effective on and from 27 April 2023</b>
Level	\$ Per Week	\$ Per Week
Trainee under 17 years	512.90	572.90
Trainee 17 years	603.40	663.40
Trainee 18 years	694.00	754.00
Trainee 19 years	784.60	844.60
Trainee 20 years	875.10	935.10
Entry Level	965.70	1025.70

## 2. CORE CONDITIONS

- 2.1 The core conditions of employment for Employees covered by the General Agreement are the terms and conditions of the General Agreement and the following provisions contained in the award:
- Clause 5 – Holidays;
  - Clause 6 – Annual Leave;
  - Clause 7 – Long Service Leave;
  - Clause 11 – Contract of Service;
  - Clause 18 – Hours, in respect of 38 hours per week only;
  - Clause 24 – Time Record; and
  - Clause 32 – Mixed Functions

## 3. AGENCY SPECIFIC AGREEMENTS

- 3.1 The primary vehicle for regulating pay and conditions for Employees is any relevant award and the General Agreement.
- 3.2 The parties accept that agency specific agreements must only be made in the following circumstances:
- (a) where an existing agency specific agreement is due to expire and the parties seek to register a replacement agency specific agreement; or
  - (b) where arrangements are agreed by the parties to be necessary due to the nature of work undertaken or the environment in an Agency.
- 3.3 Core conditions of employment referred to in clause 2 of this schedule of the General Agreement cannot be the subject of an agency specific agreement.
- 3.4 Should the parties be unable to reach agreement the matter can be referred to the WAIRC.

## 4. TRAVELLING ALLOWANCE

4.1 In this clause "Schedule I" means Schedule I - Travelling, Transfer and Relieving Allowance of the *Public Service Award 1992* (PSA) and "Schedule" means this Schedule.

4.2 An Employee who travels on Agency business and requires accommodation involving an overnight stay must receive payment in accordance with the Schedule, as follows:

(a) Where predetermined arrangements have been made for bulk or authorised corporate card payments for accommodation and/or meals (such as Conferences, Training courses, Regional/District/Discipline meetings), the Employee must be reimbursed:

i) incidental expenses in accordance with the rates prescribed in PSA Column A of the Schedule I, Items (1) to (3); and

ii) meal expenses incurred by Employee/s must be reimbursed in accordance with the rates prescribed in PSA Column A of the Schedule I, Item (12) to (14) subject to certification from the Employee that each meal claimed was actually purchased.

(b) Where an Employee is fully responsible for their own accommodation, meals and incidental expenses they must be reimbursed:

i) accommodation the full cost on production of receipt; and

ii) in lieu of Meals and Incidentals as per the rates prescribed in PSA Column A of the Schedule I, items (9) to (11). The payment as prescribed is not dependent on the time of departure.

However, such cost of reimbursement for accommodation, meals and incidentals, in clause 4.2 (b)(i) and (ii) of this schedule must not exceed the rate prescribed in PSA Column A of the Schedule I, Items (4) to (8).

(c) On the day of return to headquarters from an overnight stay, an Employee is entitled to meal expenses incurred. Reimbursement of such expense must be in accordance with the rates prescribed in PSA Column A of Schedule I. Items (12) to (14) subject to certification from the Employee that each meal claimed was actually purchased.

4.3 When an Employee travels to a place outside a radius of 50 km, as measured from the Employee's headquarters, and, which does not involve an overnight stay then:

(a) the Employee must be reimbursed meal expenses incurred in accordance with the rates prescribed in Column A of Schedule I, Item (12) to (14),



subject to certification from the Employee that each meal claimed was actually purchased; or

(b) when an Employee departs from headquarters before 8.00 am and does not arrive back at headquarters until after 11.00 pm on the same day the Employee must be paid the rate prescribed in PSA Column A of Schedule I, Item (9) to (11).

4.4 In addition to clause 1 of this Schedule an Employee must be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning on production of receipts.

4.5 If on account of lack of suitable transport facilities an Employee necessarily engages reasonable accommodation for the night prior to commencing travelling on early morning transport the Employee must be reimbursed the actual cost of such accommodation.

4.6 Reimbursement of expenses must not be suspended should an Employee become ill whilst travelling, provided leave for the period of such illness is approved in accordance with provisions of clause 30 - Personal Leave of this General Agreement and the Employee continues to incur accommodation, meal and incidental expenses.

4.7 When it can be shown to the satisfaction of the Employer by the production of receipts that reimbursement in accordance with Schedule I does not cover an Employee's reasonable expenses for a whole trip the Employee must be reimbursed the excess expenditure.

4.8 Reimbursement claims for travelling in excess of 14 days in one month must not be passed for payment by a certifying Employee unless the Director General or delegated officer has endorsed the account

## 5. FLEXIBLE WORKING ARRANGEMENTS

5.1 The prescribed hours of work for Employees are between the hours of 6.30 am to 6.30 pm Monday to Friday.

5.2 Maximum flexibility in working arrangements.

Average daily hours	7 hours and 36 minutes
Settlement period	13 weeks
Hours of duty in each settlement period	494 hours
Maximum credit hours	76 hours
Maximum debit hours	38 hours
Maximum daily hours	12 hours
Excess hours	570 or greater (494 normal hours plus 76 credit hours)

### 5.3 Workplace Arrangements

In addition to other working arrangements, the Director General authorises each workplace to develop its own system of hours under the following circumstances:

- (a) The Employees and their supervisor or manager at the workplace must reach agreement on the system of hours to be worked.
- (b) The system of hours is developed, documented and made available to affected Employees, supervisors or managers no later than five working days prior to the commencement of the system of hours and after receiving endorsement from the Director General or nominee. The system of hours will indicate
  - (i) starting and finishing times on a daily, weekly or seasonal basis; and
  - (ii) the minimum staffing requirements.
- (c) The flexibility of the system of hours does not exceed the limits detailed in clause 5.2.
- (d) Where practical there must be no core hours of duty or prescribed hours for Employees who develop an agreed system of hours within the provisions of this clause.
- (e) Notwithstanding the above, the Director General can withdraw endorsement to an agreed system of hours by giving one month's notice in writing to a workgroup, worksite or Employees affected and determine other working arrangements.

### 5.4 Hours of duty and settlement period.

- (a) The hours of duty in each 13 week settlement period is as indicated in clause 5.2 of this Schedule with flexible daily starting and finishing times to be agreed and documented in the system of hours required in clause 5.3(b) of this Schedule.
- (b) Notwithstanding clause 5.4 (a), where specific workgroups and/or worksites so required, a 26 week settlement period may be developed. In such instances, the settlement period and hours of duty in each period – maximum credit and debit hours as noted in clause 5.2, is similarly pro-rated.
- (c) For the purpose of leave and public holidays, a day must be credited as the average daily hours.
- (d) The first settlement period must commence at the beginning of a pay period to be determined by the Employees and management of each workplace.

## 5.5 Lunch Breaks

An Employee must be allowed to take a rest or meal break of not less than 30 minutes but not exceeding 60 minutes. An Employee is entitled to such a break after working five continuous hours. An Employee can extend a rest or meal break beyond 60 minutes to a maximum of 120 minutes with prior approval of the Employee's supervisor.

## 5.6 Credit hours

- (a) (i) At the end of any settlement period credit hours must be carried forward to the next settlement period. It is the responsibility of the supervisors, managers and Employees to ensure that credit hours do not exceed the maximum credit hours allowable in clause 5.2.
- (ii) In the event that credit hours exceed those prescribed in clause 5.2 then clause 5.9 will apply.
- (b) Where an Employee has accrued an amount of flexible credit hours within the prescribed settlement period and has given 10 working days' (excluding weekends) notice to their supervisor/manager the Employee is entitled to take the flexible credit hours accrued.

## 5.7 Debit hours

- (a) At the end of each settlement period debit hours must be carried forward to the next settlement period. It is the responsibility of supervisors, managers and Employees to ensure that debit hours do not exceed the maximum debit hours allowable in clause 5.2.
- (b) For debit hours in excess of the maximum Employees must be required to continue to work while taking leave without pay for the period necessary to reduce debit hours to those specified in clause 5.2. Employees having excessive debit hours can be placed on standard working hours.

## 5.8 Maximum daily working hours

A maximum of 12 ordinary hours can be worked in any day.

## 5.9 Additional Hours

- (a) Where duly authorised or directed to the Director General or a delegated officer, where an Employee working within the provisions of clause 5 has greater than 76 credit hours, the overtime provisions of the Award apply, subject to the following:
  - (i) Where such excess hours cannot be cleared within the agreed settlement period due to work activities, project and programme demands, the Employee must receive payments in accordance with the overtime provisions of the Award; or

(ii) Where such excess hours are less than 25 at the end of the settlement period, then by mutual arrangement between the Employee and a delegated officer, Time in Lieu (TIL) at Award overtime rates can be taken. Agreed TIL under this clause must be cleared within 60 days, or, with the written agreement of the Employee, taken with a period of leave. If TIL cannot be cleared as agreed, the excess hours will be paid out at Award overtime rates.

(b) Notwithstanding clause 5.9 (a) where such work activities/programs can be pre-planned or pre-determined prior to the commencement of a settlement period, then by mutual consent, the overtime provision of the Award can be applied to prospective excess hours for each settlement period.

## 6. OVERTIME

### 6.1

(a) Except in the case of a shift worker, all time worked in excess of an Employee's ordinary working hours or outside of the spread of hours in clause 5.1 is overtime and the following loading must be paid to an Employee, in addition to the ordinary rate of pay:

Time worked	Loading
Monday to noon Saturday	
first two hours	50%
after two hours	100%
From noon on Saturday	100%
Sunday	100%
Public holiday or, by agreement, a day in lieu plus a loading of	150%  50%

(b) Where the notice period is less than 24 hours, overtime is payable after 7 hours and 36 minutes.

(c) Where a declared emergency arises in accordance with the Department's Incident Management Policy, the Agriculture System of Hours must be suspended and Employees involved in the declared emergency will be paid in accordance with the Award entitlements.

### 6.2 Overtime for diver and tenders

If divers or tenders are required to work overtime at the expiration of the customary working day and have left work for the day, they must be paid the following loading in addition to their ordinary rate of pay:

Time worked	Loading
From 5.00 p.m. to midnight	50%

From midnight to usual starting time	100%
Prior to noon on Saturday	50%
From noon on Saturday	100%
Sunday	100%
Public holiday or, by agreement, a day in lieu plus a loading of	150%  50%

Provided that the maximum amount of actual diving in any one shift is six hours.

6.3 Work done by shift Employees in excess of or outside the ordinary working hours of their shift or on a shift other than a rostered shift must be paid a loading of 100% of the ordinary wage rate, except for work done on a public holiday. On public holidays Employees must be paid a loading of 150% of the ordinary rate.

6.4 Overtime meal breaks

- (a) An Employee must not be required to work for more than four hours on a Saturday, Sunday or public holiday without a meal interval of at least 30 minutes.
- (b) An Employee working overtime following ordinary hours must be allowed a paid meal break of 20 minutes after each four hours of overtime worked if the Employee is to continue working after the meal break. The meal break must be calculated at the current overtime loading rate, except for:
  - (i) when the overtime is on a Saturday and the first meal break occurs between 10.00 a.m. and 1.00 p.m., then the first meal break will be paid at the ordinary rates; or
  - (ii) the total period of overtime is less than 1.5 hours and is worked directly after ordinary hours, then a meal break of 20 minutes is to be paid at ordinary rates.

6.5 An Employer and Employee can agree to vary clause 6.3 to meet work circumstances, provided that the Employer is not required to pay for any portion of the meal break that exceeds 20 minutes.

6.6 Call out

- (a) An Employee, other than a shift Employee, called out to work from Monday to Saturday who is required to work for more than two hours, is entitled to overtime loading as prescribed in clause 6.1.
- (b) An Employee, other than a shift Employee, called out to work Monday to Saturday after having left work for the day can be paid the minimum time and loading for each callout as follows:

	Minimum time	Loading
Monday to Friday	four hours	50%

Saturday	three hours	50%
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- (c) An Employee, other than a shift Employee, called out to work on a Sunday or Public holiday must be paid the minimum time for the first callout and loading as follows:

	Minimum time	Loading
Sunday	three hours	100%
Public holiday	three hours	150%

For subsequent callouts the Employee must be paid the above loading for actual time worked.

- (d) When a shift Employee is called out after the expiration of the Employees rostered shift and the Employee has left the workplace at the completion of the shift or is called out on a rostered day off, then the Employee must be paid a loading of 100% and must be paid for no less than a period of three hours for each call out. Provided that if recalled on a public holiday, the Employee must be paid a loading of 150%, calculated on the Employee's ordinary wage rate, for a minimum of three hours for each time the Employee is called out.

## 6.7 Standby

### 6.7.1 Rostered standby

- (a) An Employee required to be on standby on a roster system, which is to be mutually agreed between Employer and Employees for each depot, must be paid the following ordinary time rates for each day on standby:
- (i) three hours for a Monday to a Friday;
  - (ii) three hours plus a day in lieu for any day defined as a public holiday by this Schedule;
  - (iii) four hours for a Saturday or Sunday.
- (b) If the Employee on standby is required to work during the standby period then the Employee will be paid overtime as per clause 6.1, or in the case of shift Employees as per clause 6.3, in addition to the standby payments.

### 6.7.2 Ad-hoc standby

When an Employer directs an Employee to be on standby outside of normal working hours, then the Employee will be paid at the ordinary rate of pay for each hour of standby. On a public holiday, this payment is in addition to the payment for the public holiday.

- (a) If the Employee on standby is required to work during the standby period then the Employee must be paid overtime in accordance with clause 6.1, or in the case of shift Employees as per clause 6.3, but this is in lieu of any standby payments for the period worked.
- (b) Provided that this clause does not apply to any time spent by an Employee during the standby period travelling to or from the Employer's place of employment.

#### 6.8 Rest periods after overtime

Wherever reasonably practicable, Employees who have worked overtime must have at least 10 hours off before working again. If the Employees ordinary time hours on the following day commence less than 10 hours after completing the overtime, then the Employee must have such time off with pay of the following day's ordinary time hours until a 10 hour period has lapsed. If it is necessary, the Employer can require the Employee to resume work under 10 hours but the Employee must receive a loading of 100% for any time worked until there is a 10 hour break and the Employee must be paid for any ordinary time hours occurring during this 10 hour break.

6.9 Subject to clause 6.10 an Employer can require an Employee to work reasonable overtime at overtime rates.

6.10 An Employee can refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- (a) any risk to Employee health and safety;
- (b) the Employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
- (e) any other relevant matter.

Other than in an unforeseen circumstance beyond the control of the Employer, 24 hours' notice will be given.

**SCHEDULE 6 – AGENCY SPECIFIC SCHEDULE - DEPARTMENT OF  
EDUCATION**

**1. WAGE RATES**

1.1 Wage Rates

<b>Classification</b>	<b>Rates effective on and from 27 April 2022</b>	<b>Rates effective on and from 27 April 2023</b>
	\$ Per Week	\$ Per Week
Kitchen Staff Employee L1		
Increment One	1,026.50	1,086.50
Increment Two	1,037.00	1,097.00
Increment Three	1,045.70	1,105.70
Kitchen Staff Employee L2		
Increment One	1,054.70	1,114.70
Increment Two	1,066.00	1,126.00
Increment Three	1,072.30	1,132.30
Kitchen Staff Employee L3		
Increment One	1,088.60	1,148.60
Increment Two	1,095.80	1,155.80
Increment Three	1,102.60	1,162.60
Increment Four	1,120.30	1,180.30
Kitchen Staff Employee L4		
Increment One	1,174.30	1,234.30
Increment Two	1,181.10	1,241.10
Increment Three	1,187.20	1,247.20

1.2 Traineeship Rates of Pay

<b>Traineeship Rates of Pay</b>	<b>Rates effective on and from 27 April 2022</b>	<b>Rates effective on and from 27 April 2023</b>
Level	\$ Per Week	\$ Per Week
Trainee under 17 years	543.30	603.30
Trainee 17 years	639.90	699.90
Trainee 18 years	736.50	796.50
Trainee 19 years	833.20	893.20
Trainee 20 years	929.90	989.90
Entry Level	1026.50	1086.50



## **2. EXCLUSIONS**

- 2.1 The provisions of clause 14.3 of this General Agreement must not apply to the Department of Education.

## **3. CORE CONDITIONS**

- 3.1 Subject to clause 2 above, the core conditions of employment for Employees covered by this General Agreement must be the terms and conditions of this General Agreement and the following provisions contained in the Award:

Clause 5 – Holidays;  
Clause 6 – Annual Leave;  
Clause 7 – Long Service Leave;  
Clause 11 – Contract of Service;  
Clause 24 – Time Record; and  
Clause 32 – Mixed Functions.

## **4. HOURS**

- 4.1 The provisions of this clause replaces Clause 18 – Hours of the Award.
- 4.2 The ordinary working hours of kitchen staff (cleaners, laundry staff) is thirty eight each week to be worked in five days Monday to Saturday inclusive, with an unpaid meal break between half and one hour duration.
- (a) The ordinary hours of work of kitchen staff (cooks, catering, kitchen hands) are not to exceed seventy six hours per fortnight and must be worked on not more than ten days Monday to Sunday inclusive, with an unpaid meal break between half and one hour duration.
- (b) In addition to the unpaid meal break, kitchen staff (cooks, catering, and kitchen hands) who are required to take a further unpaid break of not less than two hours' duration in one day must be compensated at one additional hours' pay.
- 4.3
- (a) The Employer can require an Employee to work reasonable overtime at overtime rates in accordance with clause 21 of the Award.
- (b) The Union or Employees covered by Schedule 6 of this General Agreement must not 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 of this clause.
- 4.4
- (a) Subject to subclause 4.2, the ordinary hours of duty of kitchen staff (cooks, catering, kitchen hands) must be set out in a roster which must be posted in a convenient place where it can be readily seen by the Employees

concerned, setting out the time each rostered worker starts and finishes each day, together with the appropriate consecutive days off duty.

- (b) The Employer can alter the roster on account of contingencies which the Employer could not reasonably foresee. Such altered times must then become the rostered time.

## **5. AGENCY SPECIFIC AGREEMENTS**

- 5.1 The primary vehicle for regulating pay and conditions for Employees must be any relevant award and the General Agreement.
- 5.2 The parties accept that agency specific agreements must only be made in the following circumstances:
  - (a) where an existing agency specific agreement is due to expire and the parties seek to register a replacement agency specific agreement; or
  - (b) where arrangements are agreed by the parties to be necessary due to the nature of work undertaken or the environment in an Agency.
- 5.3 Core conditions of employment referred to in clause 3 of this Schedule of the General Agreement cannot be the subject of an agency specific agreement.
- 5.4 Should the parties be unable to reach agreement the matter can be referred to the WAIRC.

## **6.0 ROSTER ARRANGEMENTS**

- 6.1 Rosters must be posted one week in advance.
- 6.2 Employees must be provided with a minimum of 48 hours' notice of any changes to the roster.

## **7.0 AWARD REVIEW**

The parties agree during the life of the General Agreement to:

- (a) review the provisions of the Award to simplify the provision and modernise the language, for insertion into this Schedule in a replacement General Agreement.
- (b) review the provisions of Schedule 6, with a view to aligning format and provisions with other Agency Schedules in this General Agreement where appropriate and practicable.

## **8.0 CLOSET ALLOWANCE**

8.1 This clause shall replace any clause providing for a closet allowance in any parent Award.

8.2 All employees called upon by the Employer to clean closets connected with septic tanks or sewerage shall receive an allowance of \$1.08 cents per closet per week.

8.3 For the purposes of subclause 8.2, one metre of urinal shall count as one closet and three urinal stalls shall count as one closet.

8.4 The allowance at subclause 8.2 shall be adjusted by a percentage derived from the Arbitrated Safety Net Adjustment (ASNA) amount divided by the key minimum classification rate of a cleaner - level 1, year 1 under the *Cleaners and Caretakers (Government) Award 1975*.

**SCHEDULE 7 – AGENCY SPECIFIC SCHEDULE - WESTERN  
AUSTRALIAN MEAT INDUSTRY AUTHORITY**

**1. WAGE RATES**

1.1 Wage Rates

<b>Classification</b>	<b>Rates effective on and from 27 April 2022</b>	<b>Rates effective on and from 27 April 2023</b>
	\$ Per Week	\$ Per Week
Entry Level Agricultural Operative	906.80	966.80
Level 1 Agricultural Operative		
Year 1	971.70	1031.70
Year 2	980.60	1040.60
Year 3	988.50	1048.50
Level 2 Agricultural Operative		
Year 1	1061.80	1121.80
Year 2	1071.90	1131.90
Year 3	1080.60	1140.60
Level 3 Agricultural Operative		
Year 1	1115.00	1175.00
Year 2	1125.90	1185.90
Year 3	1135.00	1195.00

1.2 Traineeship Rates of Pay

<b>Traineeship Rates of Pay</b>	<b>Rates effective on and from 27 April 2022</b>	<b>Rates effective on and from 27 April 2023</b>
Level	\$ Per Week	\$ Per Week
Trainee under 17 years	483.40	543.40
Trainee 17 years	568.10	628.10
Trainee 18 years	652.80	712.80
Trainee 19 years	737.40	797.40
Trainee 20 years	822.10	882.10
Entry Level	906.80	966.80

## 2. CLASSIFICATION DEFINITION AND SKILL BASED CAREER PATH

### 2.1 Descriptors

#### (a) **Entry Level Employee**

An employee who has not yet demonstrated the required level of competency of a Level 1 Employee. At any time during the 12 month period, if the Employer is satisfied the Employee has demonstrated the required competencies the Employee can progress to Level 1.

#### (b) **Level 1 Employee**

An Employee at this level means an employee who performs routine duties under direct supervision (either individually or in a team) of a manual nature which includes, but is not limited to:

- (i) the movement of livestock;
- (ii) general yard work (gardening);
- (iii) basic farm maintenance of farm machinery and equipment;
- (iv) completion of livestock receivable; and
- (v) undertakes structured training to independently operate farm equipment (e.g. Sweeper, Bob Cat, Tractors and Humane Destruction of Livestock) to be eligible for Level 2 classification.

Positions include: Stockperson, Yardperson

#### (c) **Level 2 Employee**

An Employee at this level means an employee who performs duties of a manual nature and works with limited supervision. The duties of this role must include, but are not limited to:

- (i) movement of livestock;
- (ii) feeding of livestock including operation of tractors and bobcats;
- (iii) operation of farm equipment (e.g. Scales, Crushes and Scanners); and
- (iv) general maintenance of farm equipment (e.g. Chainsaw, Brush Cutter).

Positions include: Stockperson, Plant Operator

#### (d) **Level 3 Employee**

An employee at this level means an Employee who has gained skills to perform specialist duties of a manual nature with limited supervision, which include, but are not limited to:

- (i) penning;
- (ii) drafting;
- (iii) marking out of livestock;

- (iv) fence construction;
- (v) welding;
- (vi) irrigation supervision;
- (vii) complex maintenance of farm equipment; livestock movements; and
- (viii) mustering and shearing.

Positions include: Head Stockperson, Senior Plant Operator, Trade Qualified Stockperson/Plant Operator

## 2.2 Progression within classification level

Progression within each classification level is based upon the acquisition and satisfactory utilisation of skills and competencies required by the Employer. Progression between classification levels is by promotion only, unless otherwise agreed between the Parties.

## 3. HIGHER DUTIES

An Employee who is required by the Employer to relieve in a higher classification and completes a full day shift is entitled to be paid at the higher rate for that full shift and for any further time spent relieving in that position on that day.

## 4. HOURS OF WORK

- 4.1 The ordinary hours can be worked on any five days of the week between 5:00am and 6:00pm (except for meal breaks).
- 4.2 Subject to the provisions of this clause ordinary hours must be calculated on annualised hours of 1976 hours per year full-time and pro rata for part-time Employees.
- 4.3 The ordinary hours of work prescribed herein are not to exceed 12 hours on any day. In any arrangement of ordinary working hours, where the ordinary working hours are to exceed eight on any day, the arrangement of hours must be subject to the agreement of the Employer and the Employee.
- 4.4 The ordinary hours of duty of rostered Employees must be set out in a roster which shall be posted in a convenient place where it can be readily seen by the Employees concerned, setting out the time each rostered Employee starts and finishes each day, together with the appropriate consecutive days off duty. Provided that the roster can be altered on account of contingencies which the Employer could not reasonably foresee, such altered times must then become the rostered time.
- 4.5 The Employer must consult with the Employees and the Union on a Rostering Guidelines Policy. Rosters of hours worked must be determined by the Employer in consultation with the Employees.

- 4.6 The Employer must develop a record of hours system to record annualised hours worked by each Employee.
- 4.7 A casual Employee is entitled to be paid for a minimum of three hours for each day the Employee is required by the Employer to attend work.
- 4.8 An Employee is entitled to a paid break of 15 minutes per day and a 30 minute unpaid meal break.

**5. ORDINARY HOURS WEEKEND AND PUBLIC HOLIDAYS PENALTIES**

Employees who work ordinary hours on Saturdays, Sundays and Public Holidays must be paid ordinary hours shift penalties as below:

Days Worked	Shift Penalty Loading
Saturday	50%
Sunday	100%
Public Holiday	150%

**6. OVERTIME**

**Requirement to Work Reasonable Overtime**

- 6.1 The Employer can require any Employee to work reasonable overtime at overtime rates. Overtime work is not guaranteed by the Employer.
- 6.2 An officer can refuse to work overtime in circumstances where the working of such overtime would result in the officer working hours which are unreasonable having regard to:
  - (a) any risk to officer health and safety;
  - (b) the officer's personal circumstances including any family responsibilities;
  - (c) the needs of the workplace or enterprise;
  - (d) the notice, if any, given by the Employer of the overtime;
  - (e) by the officer of his or her intention to refuse it; and
  - (f) any other relevant matter.

## Payment for Working Overtime

- 6.3 Overtime applies for all work done outside ordinary hours on normal working days, Saturdays, Sundays or Public Holidays as below:

Time Worked	Loading
All work on any day outside ordinary hours	
first three hours	50%
after the first three hours	100%
Saturday	
first three hours	50%
after the first three hours	100%
Sunday	100%
Public Holiday	150%

## Meal Allowance

- 6.4 An Employee required to work overtime for more than two hours without being notified on the previous day that they are required to work is entitled to either be supplied with a meal or paid meal allowance at the rate contained in clause 27.9 of this General Agreement.

## Rest Break

- 6.5 An Employee required to work more than one and a half hours at the completion of the day's work or shift, is entitled to a rest break of 20 minutes, if the Employee is to continue work after the rest break, and further rest breaks every four hours thereafter until the completion of overtime.

## Call Out

- 6.6 An Employee called out to work after the expiration of their customary working time and after they have left work for the day must be paid for a minimum of three hours' work at the overtime rate.

## Ten Hour Break

- 6.7 When overtime work is necessary it must, wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty between the work of successive days.
- 6.8 An Employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day so that they have not had at least 10 consecutive hours off duty between those times must, subject to this clause, be released after completion



of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the Employer, an Employee resumes or continues work without having had 10 consecutive hours off duty they must be paid at double time rates until they are released from duty for such period and they must then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

## **7. MEAL BREAKS**

7.1 An Employee must not be required to work for more than five hours without a meal break.

Provided that:

- (a) In cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all Employees to take a break within five hours an Employee must not be required to work for more than six hours without a break for a meal.
- (b) By agreement between the Employer and the majority of Employees in the plant, work section or sections concerned, an Employee or Employees can be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.
- (c) Where Employees are unable to take the meal break at the customary time the Employee must receive overtime rates until when the break can be taken, except as provided for in clause 7.4.

7.2 The time of taking a scheduled meal break or rest break by one or more Employees can be altered by the Employer if it is necessary to do so in order to meet a requirement for continuity of operations.

7.3 The Employer can stagger the time of taking a meal and rest break to meet operational requirements.

7.4 Provided that where Employees are due for a meal break, but must work no more than one hour after the break, the Employer and the Employees can mutually agree that work should continue through the break.

## SCHEDULE 8 – ALLOWANCE ADJUSTMENTS

### (1) CPI BASED ALLOWANCES – ADJUSTMENT MECHANISM

The quantum of the allowance increases below have been adjusted in accordance with the percentage change in the Perth Consumer Price Index (CPI) as published for the preceding 12 months at the end of the March quarter in 2022 by the Australian Bureau of Statistics (ABS).

Clause No.	Clause Description	Rates applicable on 1 July 2020	Rates applicable on 1 July 2021	Rates applicable on 1 July 2022	Rates applicable on 1 July 2023	ABS Source
Clause 27.7	Protective Clothing – Using Herbicides or Pesticides	\$0.87	\$0.88	\$0.95	\$1.02	ABS Perth CPI All Groups
Clause 27.8	Tool Allowance	\$29.78	\$30.07	\$32.36	\$34.82	ABS Perth CPI All Groups
Clause 27.9	Meal Allowance	\$15.11	\$15.28	\$15.59	\$15.90	ABS Perth CPI Take Away and Fast Foods Group
Clause 27.10	Loss or Damage of Personal Effects During the Course of Duty	\$1,074.59	\$1,083.18	\$1083.18	\$1083.18	ABS Perth CPI Clothing & Footwear

### (2) WAGE BASED ALLOWANCES – ADJUSTMENT MECHANISM

The quantum of the allowances as prescribed in the following clauses will be effective on and from 27 April 2022.

Clause No.	Clause Description	Rate applicable from 27 April 2021	Rate applicable from 27 April 2022	Rate applicable from 27 April 2023
Clause 24.1	Camping Allowance	\$70.88	\$73.01	\$75.20
Clause 24.2	Camping Allowance	\$195.63	\$201.50	\$207.55
Clause 24.3	Camping Allowance	\$37.04	\$38.15	\$39.29

Clause 24.4	Camping Allowance	\$50.47	\$51.98	\$53.54
Clause 27.1	Leading Hand/Trainer Allowance	\$1.52	\$1.57	\$1.62
Clause 27.2	First Aid Allowance	\$14.51	\$14.95	\$15.40
Clause 27.6	Underground Allowance	\$2.85	\$2.94	\$3.03

## **SCHEDULE 9 - LIST OF RESPONDENTS**

Director General, Department of Primary Industries and Regional Development

Director General, Department of Biodiversity Conservation and Attractions

Director General, Department of Education

Chief Executive, Western Australian Meat Industry Authority

General Manager, Forest Products Commission

**SCHEDULE 10 - LIST OF AGREEMENTS REPLACED BY THIS  
GENERAL AGREEMENT**

The Australian Workers' Union (Western Australian Public Sector) General Agreement  
2021 (AG 5 of 2022)