

ELECTORATE AND RESEARCH EMPLOYEES CSA AGREEMENT 2024
WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

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| PARTIES | DEPARTMENT OF THE PREMIER AND CABINET | APPLICANT |
| | -v- | |
| | CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA INCORPORATED | RESPONDENT |
| CORAM | COMMISSIONER T B WALKINGTON | |
| DATE | WEDNESDAY, 12 FEBRUARY 2025 | |
| FILE NO/S | AG 14 OF 2025 | |
| CITATION NO. | 2025 WAIRC 00073 | |

| | |
|-----------------------|--------------------------------|
| Result | Agreement Registered |
| Representation | (on the papers) |
| Applicant | Mr Doug Gardiner |
| Respondent | Ms Georgia Murray (of counsel) |

Order

HAVING heard from Mr Gardiner on behalf of the Department of the Premier and Cabinet and Ms Murray on behalf of the Civil Service Association of Western Australia Incorporated, 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 3 February 2025 entitled *Electorate and Research Employees CSA Agreement 2024* and as amended by the parties on 7 February 2025, attached to this Order be registered as an industrial agreement in replacement of the *Electorate and Research Employees CSA Agreement 2022*, which by operation of s 41(8) is cancelled.

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

COMMISSIONER T B WALKINGTON

**ELECTORATE AND RESEARCH EMPLOYEES CSA
AGREEMENT 2024**

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Electorate and Research Employees CSA Agreement 2024

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PART 1: APPLICATION OF THE AGREEMENT

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3. DEFINITIONS

For the purposes of this Agreement the following definitions apply:

- 3.1 “Agency Specific Agreement” (ASA) means an industrial agreement developed in accordance with clause 9 – Agency Specific Agreements of this Agreement, which will be read in conjunction with this Agreement and the Award.
- 3.2 “Agreement” means the Electorate and Research Employees CSA Agreement 2024.
- 3.3 “Award” means the *Electorate Officers Award 1986* No. A18 of 1986.
- 3.4 “Child” and “Grandchild” includes Children of a multiple birth or adoption.
- 3.5 “Director General” means the person for the time being holding or acting in the office of Director General of the department of the public service principally assisting the Minister administering the *Constitution Act 1889* (WA) in that administration.
- 3.6 “Electorate Employee” means the person appointed to be an Electorate Employee:
- (a) to assist a Member of the Legislative Council or a Member of the Legislative Assembly in dealing with constituency matters; or
 - (b) to assist the secretary of a parliamentary political party.
- 3.7 “Employee” means Electorate Employee or Research Employees as defined.
- 3.8 “Employer” means:
- the President, acting on the recommendation of the Director General, of each Employee appointed to assist:
- (a) a Member of the Legislative Council in dealing with constituency matters; or
 - (b) the secretary of a parliamentary political party who is a Member of the Legislative Council; and
- the Speaker, acting on the recommendation of the Director General, of each Employee appointed to assist:
- (c) a Member of the Legislative Assembly in dealing with constituency matters; or
 - (d) the secretary of a parliamentary political party who is a Member of the Legislative Assembly.
- 3.9 “GSLR” means Government Sector Labour Relations. GSLR is responsible for the coordination and governance of all government sector labour relations matters, in accordance with Premier’s Circular 2021/03 – Government Labour Relations Management Framework and as replaced.

- 3.10 “Member” means the Member of either the Legislative Council or Legislative Assembly in whose electorate office the Employee works.
- 3.11 “Partner” means spouse or a de facto Partner.
- 3.12 “PSCA” means the Public Sector CSA Agreement 2024.
- 3.13 “PSC” means Public Sector Commission.
- 3.14 “Public Sector” means:
- (a) all agencies, ministerial offices and non-SES organisations as defined in section 3 of the *Public Sector Management Act 1994* (WA); and
 - (b) employing authorities as defined in section 5 of the *Public Sector Management Act 1994* (WA).
- 3.15 “Research Employee” means the person appointed as a Research Employee to assist a Member of the Legislative Council or a Member of the Legislative Assembly.
- 3.16 “Union” means The Civil Service Association of Western Australia Incorporated.
- 3.17 “WAIRC” means the Western Australian Industrial Relations Commission.

4. PURPOSE OF AGREEMENT

- 4.1 The parties agree that the purpose of this Agreement is to:
- (a) provide salary increases in accordance with this Agreement, for Employees bound by this Agreement;
 - (b) in conjunction with the Award, provide a core set of employment conditions for Employees bound by this Agreement; and
 - (c) to allow the parties to negotiate Agency Specific Agreements in accordance with clause 9 – Agency Specific Agreements of this Agreement.

5. APPLICATION AND PARTIES BOUND

- 5.1 This Agreement cancels and replaces the Electorate and Research Employees CSA Agreement 2022.
- 5.2 The parties bound by this Agreement are the President of the Legislative Council, the Speaker of the Legislative Assembly and the Union.
- 5.3 This Agreement applies to all Employees bound by the Award who are members or eligible to be members of the Union. As at the date of registration the approximate number of Employees bound by this Agreement is 271.
- 5.4 This Agreement must be read in conjunction with the Award.

- 5.5 It is the intent of the parties to preserve the Award as it applies to Employees covered by this Agreement at the time of registration, only for the life of this Agreement.
- 5.6 Provisions in the Award that deal with subject matters not otherwise dealt with by this Agreement are preserved at the date of registration. For the purposes of this clause, these provisions will be referred to as the “preserved provisions”.
- 5.7 Subsequent to the registration of this Agreement, any variations to provisions of the Award issued through orders of the WAIRC will prevail over the preserved provisions to the extent of any inconsistency.
- 5.8 Subject to clause 5.7, where the provisions of the Award and this Agreement are inconsistent, this Agreement will prevail.

6. TERM OF GENERAL AGREEMENT

- 6.1 This Agreement operates from the date of registration and, in accordance with section 41 of the *Industrial Relations Act 1979* (WA), expires on 12 June 2027.
- 6.2 The parties to this Agreement agree to re-open negotiations for a replacement agreement at least six months prior to the expiry of this Agreement with a view to implement a replacement agreement operative on the 13 June 2027.

7. NO FURTHER CLAIMS

- 7.1 The parties to this Agreement undertake that for the term of this Agreement there will be no salary increases sought or granted other than those provided under the terms of this Agreement. This includes salary adjustments arising out of State Wage Cases. Such increases are to be absorbed in the salaries set out in this Agreement.
- 7.2 The parties to this Agreement undertake that for the term of this Agreement there will be no further claims on matters contained in this Agreement except where specifically provided for.

8. CORE CONDITIONS

- 8.1 The core conditions of employment for Employees covered by this Agreement are the terms and conditions provided for in this Agreement, with the exception of clause 21 – Hours of this Agreement provided an average of no more than 37.5 hours per week is worked as ordinary hours, and the following provisions contained in the Award:
- (a) clause 8 – Resignation, Retirement, Termination and Severance
 - (b) clause 14 – Annual Leave
 - (c) clause 15 – Public Holidays
 - (d) clause 16 – Long Service Leave
 - (e) clause 23 – Bereavement Leave
 - (f) clause 24 – Cultural/Ceremonial Leave

- (g) clause 25 – Blood/Plasma Donors Leave
- (h) clause 26 – Emergency Service Leave
- (i) clause 27 – Facilities For Union Representatives
- (j) clause 28 – Leave to Attend Union Business
- (k) clause 29 – Trade Union Training Leave
- (l) clause 30 – Defence Force Reserves Leave
- (m) clause 32 – Witness and Jury Service
- (n) clause 43 – Right of Entry and Inspection by Authorised Representatives
- (o) clause 44 – Copies of the Award.
- (p) clause 45 – Keeping of and Access to Employment Records
- (q) clause 50 – Relief Arrangements
- (r) clause 51 – Salary Packaging Arrangement

9. AGENCY SPECIFIC AGREEMENTS

- 9.1 The primary industrial instruments for regulating pay and conditions for Employees are the Award and this Agreement.
- 9.2 Core conditions of employment referred to in clause 8.1 of this Agreement cannot be the subject of an Agency Specific Agreement.
- 9.3 The parties accept that Agency Specific Agreements will 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.
- 9.4 Should the parties be unable to reach agreement, the matter can be referred by either party to the WAIRC.

PART 2: SALARY RELATED MATTERS

10. SALARIES

- 10.1 The annual salaries provided for by this Agreement are those contained in Schedule 2 – Salaries of this Agreement. Each years’ salary has been calculated by taking the preceding years’ salary, applying the agreed percentage increase and rounding to the nearest dollar.
- 10.2 An Employee who is employed by the Employer on the date an application to register this Agreement as an industrial agreement, under s 41 of the *Industrial Relations Act 1979* (WA), is lodged in the Registry of the WAIRC, receives a payment equivalent to the additional annual salary increase that would have been paid had the salaries in Schedule 2 – Salaries of this Agreement been paid on and from 13 June 2024.
- 10.3 Subject to the provisions of clause 21 – Hours of this Agreement, the salaries of Employees as prescribed in this Agreement includes payment for all hours worked.
- 10.4 An Employee’s fortnightly salary is:
- (a) determined according to the annual salaries contained in Schedule 2 – Salaries;
 - (b) calculated to four decimal points; and
 - (c) rounded to the nearest one cent.
- 10.5 An Employee who resigns or retires or whose employment is otherwise terminated prior to lodgement of an application to register this Agreement as an industrial agreement in the Registry of the WAIRC, is not entitled to the payment provided in clause 10.2 of this Agreement.
- 10.6 The second salary increase takes effect on and from 13 June 2025 and the third salary increase takes effect on and from 13 June 2026.
- 10.7 An Employee’s final pay must be paid no later than the payday following their last day of employment, provided they have given the Employer the required notice. The final pay must include all monies owed to the Employee.
- 10.8 If an Employee’s employment is terminated at the initiative of the Employer, payment of all monies due to the Employee will be made on the payday following the date of termination of their employment.

11. SALARY PACKAGING

- 11.1 Salaries as prescribed by Schedule 2 – Salaries of this Agreement are applied for the purposes of clause 51 (3) Salary Packaging Arrangement of the Award, regarding Total Employment Cost and clause 51 (6) Salary Packaging Arrangement of the Award, regarding Compulsory Employer Superannuation Guarantee contributions.

12. RECOVERY OF UNDERPAYMENTS

- 12.1 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 that an underpayment has occurred; and
 - (c) where an Employee can demonstrate that an underpayment has created serious financial hardship, the Employee must be paid by way of a special payment as soon as practicable.
- 12.2 An Employer must compensate an Employee for costs resulting directly from an underpayment, where it is proven that the costs resulted directly from the underpayment. This includes compensation for overdraft fees, dishonoured cheque costs, and dishonour fees related to routine deductions from the bank account into which an Employee's salary is paid.
- 12.3 Nothing in this clause precludes the Employee's legal right to pursue recovery of underpayments.

13. RECOVERY OF OVERPAYMENTS

- 13.1 The Employer has an obligation under the *Financial Management Act 2006* (WA) to account for public monies. This requires the Employer to recover overpayments made to an Employee.
- 13.2 Any overpayment will be repaid to the Employer within a reasonable period of time.
- 13.3 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.
- 13.4 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.
- 13.5 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 5% 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.
- 13.6 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 58 – Dispute Settlement Procedure of this Agreement. Whilst the matter is being dealt with in accordance with the Dispute Settlement Procedure no deductions from an Employee's pay relating to the overpayment can be made.

- 13.7 Nothing in this clause precludes the Employer's legal right to pursue recovery of overpayments.
- 13.8 Where an Employer alters the pay cycle or pay day, any consequential variations to an Employee's fortnightly salary and/or payments to compensate are not considered an overpayment for the purposes of this clause.

PART 3: CONTRACT OF EMPLOYMENT

14. PART TIME EMPLOYMENT

- 14.1 The provisions of this clause:
- (a) are to be read in conjunction with clause 9 – Part Time Employment of the Award, with the exception of clause 9 (6) of the Award; and
 - (b) an Employee can return to work on a modified basis in accordance with the provisions contained in clause 41.21 – Return to work on conclusion of Parental and Related Leave of this Agreement.
- 14.2 An Employee can request the Employer to permit the Employee to work on a modified basis in their current position or in a position equivalent in pay, conditions and status to their current position and commensurate with the Employee's skills and abilities.
- 14.3 An Employee can seek to work on a modified basis that involves the Employee working on different days or at different times or both; or on fewer days and/or for fewer hours or both, than the Employee currently works.
- 14.4 An Employer:
- (a) must give reasonable consideration to an Employee's request to work on a modified basis, particularly where the request relates to an Employee's caring responsibilities or phasing into retirement;
 - (b) can only refuse an Employee's request to work on a modified basis if there are grounds to refuse relating to the adverse effect that agreeing to the request would have an adverse effect on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person; and
 - (c) has the onus for demonstrating that there are grounds to refuse the Employee's request that would satisfy a reasonable person.
- 14.5 An Employer is to give the Employee written notice of the Employer's decision on a request to work on a modified basis. If the request is refused, the notice must set out the reasons for the refusal.
- 14.6 Right of reversion of Employees
- (a) Where a full time Employee is permitted to work part time for a period of no greater than 12 months, the Employee has a right, upon four weeks' written notice, to revert to full time hours in the position previously occupied before becoming part

time or a position of equal classification as soon as deemed practicable by the Employer, but no later than the expiry of the agreed period.

- (b) Where a full time Employee is permitted to work part time for a period greater than twelve months, the Employee can apply to revert to full time hours in the position previously occupied before becoming part time or a position of equal classification, but only as soon as is deemed practicable by the Employer. This should not prevent the transfer of the Employee to another full time position at a salary commensurable to their previous full time position.

14.7 Variation to a part time Employee's working hours

Where agreement is reached to vary a part time Employee's ordinary working hours pursuant to clause 9 (3) (c) – Part Time Employment of the Award; and the Employee works additional hours, up to 7.5 hours on any day, or additional days, up to a total of five days per week, the additional hours and/or days worked is considered part of the Employee's ordinary working hours. These hours are therefore included in calculations for leave entitlements.

15. CASUAL (RELIEF) EMPLOYMENT

15.1 An Employer can only engage a person as a casual Employee if both the following circumstances are met:

- (a) if the hours and patterns of work fluctuate substantially and are not regular or systematic; and
- (b) the Employee is engaged hourly, for a period of up to four consecutive weeks in each engagement.

15.2 The provisions of this clause are to be read in conjunction with clause 50 – Relief Arrangements of the Award.

15.3 The Employer will provide the Union with the names, work locations and business email addresses of all casual Employees within two months of registration of this Agreement and subsequently, within 28 days of a request being made in writing.

Salary

15.4 A casual Employee is paid for each hour worked at the appropriate classification contained in Schedule 2 – Salaries of this Agreement in accordance with the following formula:

$$\frac{\text{Fortnightly salary}}{75}$$

with the addition of casual loading in lieu of annual leave, personal leave and payment for public holidays. Casual loading will be in accordance with clause 15.5.

Casual Loading

15.5 The casual loading payable is 25 per cent.

Conditions of Employment

- 15.6 (a) Conditions of employment, leave and allowances provided under this Agreement or the Award do not apply to a casual Employee with the exception of bereavement leave, long service leave, family and domestic violence leave and carer's leave. However, where expenses are directly and necessarily incurred by a casual Employee in the ordinary performance of their duties, the Employee is entitled to reimbursement in accordance with the Award.
- (b) The minimum period of engagement of a casual Employee will be three (3) hours on each engagement.
- (c) The Employer will determine the appropriate increments for casual Employees by taking into consideration prior experience.
- (d) The employment of a casual Employee can be terminated at any time by the casual Employee or the Employer giving to the other one hour's prior notice. In the event of an Employer or casual Employee failing to give the required notice, one hour's salary must be paid or forfeited.

Caring Responsibilities

- 15.7 (a) Subject to the evidentiary and notice requirements in clause 23 – Personal Leave of this Agreement, a casual Employee is entitled to not be available to attend work or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a Child.
- (b) The Employer and the casual Employee must agree on the period for which the casual Employee is entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- (c) An Employer must not fail to re-engage a casual Employee because the casual Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not engage a casual Employee are otherwise not affected.

16. FIXED TERM CONTRACT WORKING ARRANGEMENTS

- 16.1 This clause is to be read in conjunction with clause 50 – Relief Arrangements of the Award.
- 16.2 A fixed term contract Employee means a person engaged on a full time or part time basis on a contract of service for the duration of a specified task or relief period.
- 16.3 A fixed term contract Employee must be advised in writing of the terms of the appointment including the dates of commencement and termination of employment.
- 16.4 Fixed term contract employment arrangements apply as follows:

- (a) to fill a position for which the Employer has made a definite decision to fill and has commenced a recruitment action;
- (b) for the purposes of relief periods; and
- (c) in any other situation as is agreed between the parties to this Agreement.

16.5 The Employer will provide the Union the names, 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.

17. TERM OF MEMBER EMPLOYER PREFERENCE

17.1 The Employer recognises that Term of Member employment is the preferred form of engagement for Electorate and Research Employees.

17.2 The Employer will work toward minimising the use of fixed term contracts where possible.

Reporting FTE Data

17.3 Within 28 days of a written request by the Union, the Employer will provide the Union with the current number of Employees covered by this Agreement and the relevant FTE.

17.4 Every six months, the Employer will provide the Union with the following information:

- (a) number of Employees covered by this Agreement who have separated from the Employer within the previous six months and the reasons for separation; consistent with the data category definitions used by the Employer's HR information system for mandatory reporting (e.g. MOIR); and
- (b) number of Employees covered by this Agreement commencing employment over the previous six months.

18. PUBLIC SECTOR DELIVERY OF PUBLIC SERVICES

18.1 The Government and Employers prefer the delivery of public services to be undertaken by Employees.

18.2 Only in exceptional circumstances, and following Government having considered the public interest, can work or function currently undertaken by Employees be privatised or outsourced. Meaningful consultation must occur with the Union and affected Employees at the earliest possible opportunity.

18.3 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 must be consulted at the earliest opportunity.

19. RE-EMPLOYMENT AFTER SEVERANCE

19.1 The provisions of this clause replace subclause 8 (3) (c) of the Award.

19.2 Should the Employee be appointed or employed as an Employee before the expiry of the number of weeks in respect of which the person received a severance payment under clause 8(3)(a)(ii) of the Award, the Employee is liable to repay an amount equal to the difference between the number of weeks for which the termination payment was made, and the number of weeks which elapsed between termination and re-employment.

20. NOTICE OF TERMINATION BY EMPLOYER

20.1 The provisions of this clause are to be read in conjunction with clause 8 – Resignation, Retirement, Termination and Severance of the Award.

20.2 Four weeks written notice must be given by the employer to an Employee whose services are no longer required, provided that the employer can pay the Employee four weeks salary in lieu of said notice.

(a) The period of notice for an Employee who, at the end of the day the notice is given, is over 45 years of age and has completed at least two years' continuous service with the Employer, is to be increased by one week.

(b) The additional period of notice shall form part of the notice provided under the Award or payment in lieu of notice worked out on the basis of the Employee's ordinary hours of work.

20.3 Where an Employee's contract of service terminates for a reason defined in subclause 8(2)(b) of the Award the notice period will be five weeks, provided that the employer can pay the Employee five week's salary in lieu of notice.

20.4 Where an Employee's contract of service terminates for a reason outlined in subclause 8(2)(b) of the Award, the following provision replaces clause 8(3)(a)(ii) of the Award:

(a) termination pay at the rate of two and a half (2.5) weeks' salary for each year of service to a maximum of 50 weeks.

PART 4: HOURS OF WORK

21. HOURS

21.1 The provisions of this clause replaces the provisions of clause 13 – Hours of Attendance of the Award.

Prescribed Hours

21.2 The prescribed hours of duty are 150 hours per four week settlement period, to be worked between 7.00am and 6.00pm, Monday to Friday, to a maximum of 10 hours as determined by the Employer, with a lunch interval of at least 30 minutes.

21.3 The settlement period for recording time worked is four weeks commencing at the beginning of a pay period.

- 21.4 Subject to the lunch break, prescribed hours are to be worked as one continuous period. However, Employees are not required to work more than five hours continuously without a break.
- 21.5 This does not preclude Employers requiring or agreeing to the working of standard hours of 7.5 hours per day with a lunch interval to be taken between 12.00 noon and 2.00pm. Where working of standard hours is required by the Employer, the requirement must be consistent with operational needs and customer service requirements.
- 21.6 (a) The Employer can vary the prescribed hours of duty observed in the electorate offices, consistent with a 150 hour four week settlement period, so as to make provisions for:
- (i) the attendance of Employees for duty on a Saturday, Sunday or public holiday; or
 - (ii) the nature of the duties of an Employee or class of Employees in fulfilling the responsibilities of their office;
- provided that where the hours of duty are so varied an Employee is not required to work more than five hours without a break.
- (b) Employers wishing to vary the prescribed hours of duty to be observed must give one month's notice in writing to the Employees affected by the change.

Flexible Hours Arrangements

- 21.7 Flexible hours arrangements provide for Employees to be compensated for additional hours required to be worked to meet operational and customer service requirements. It is not intended that flexible hours arrangements be used to accrue periods of leave. Subject to the prior approval of the Employer, an Employee can, however, take flexi leave in conjunction with periods of paid leave.
- 21.8 Application
- (a) Within the parameters of clause 21.2, flexible hours arrangements apply unless the Employer otherwise specifies.
 - (b) The Employer can limit access to and the operation of flexible hours arrangements to ensure operational needs and customer service requirements of the Employer are met. The Employer must not unreasonably limit access to flexible working arrangements, including the banking of credit hours.
 - (c) Employers wishing to vary the flexible hours arrangements to be observed must give one month's notice in writing to the Employees to be affected by the change.
 - (d) Flexible hours arrangements are available to part time, full time and fixed term contract Employees. Flexible hours arrangements are available to part time Employees on a pro rata basis.

- (e) In accordance with clause 9 – Agency Specific Agreements of this Agreement, the Employer can approve alternative flexible hours arrangements, provided that an average of no more than 37.5 hours per week is worked as ordinary hours.

21.9 Hours of Duty

- (a) The prescribed hours of duty can be worked with flexible starting and finishing times in accordance with the provisions of this clause.
- (b) For the purpose of leave, public holidays and days in lieu of the repealed public service holidays, a day is credited as 7.5 hours.

21.10 Flexitime Roster

- (a) Where a flexitime roster is required, the authorisation of the roster is the responsibility of the Employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexi leave.
- (b) The roster must cover a settlement period of four weeks and be made available to all affected Employees no later than three days prior to the settlement period commencing.
- (c) The roster must be prepared in consultation with the affected Employees, subject to the Employer retaining the right to determine arrangements to suit the operational needs of the Employer.
- (d) Subject to four weeks' notice being given to affected Employees, the Employer can withdraw authorisation of a flexitime roster.

21.11 Credit and Banked Hours

- (a) Credit hours in excess of the prescribed hours of 150 hours per settlement period to a maximum of 15 hours can be carried forward to the next settlement period as banked hours.
- (b) During a settlement period, the maximum number of credit hours cannot exceed 37.5 hours.
- (c) An additional maximum of 37.5 hours can be banked in any calendar year. Banked hours can be carried over into a new calendar year but cannot exceed 37.5 hours at any time. At the end of each settlement period hours worked in excess of the maximum 15 banked hours and 37.5 credit hours (52.5 hours total) will be lost.
- (d) On termination, resignation or transfer to another employer, unused credit or banked hours will not be paid out and will be lost. However, the Employer will provide the opportunity for credit and banked hours to be cleared.

21.12 Debit Hours

- (a) Debit hours below the prescribed hours of 150 hours per settlement period to a maximum of four hours are permitted at the end of each settlement period. Such debit hours are carried forward to the next settlement period.
- (b) For debit hours in excess of four hours, an Employee is required to take leave without pay for the period necessary to reduce debit hours to those specified in clause 21.11 (a).
- (c) Employees having excessive debit hours can be placed on standard working hours in addition to being required to take leave without pay.

21.3 Maximum Daily Working Hours

A maximum of ten ordinary hours can be worked in any one day, between the hours of 7.00am and 6.00pm, except where an Employee and Employer have agreed to a different span of hours under clause 21.16, in which case a maximum of ten ordinary hours can be worked in any one day between the agreed span of hours.

21.14 Flexi Leave

- (a) Flexi leave, including both credit and banked hours, must be taken consistent with the prepared roster, where it exists, and/or subject to the prior approval of the Employer.
- (b) In any settlement period an Employee can be allowed a maximum of two days leave taken from credit hours.
- (c) In exceptional circumstances and with the approval of the Employer, flexi leave can be taken before accrual of sufficient credit hours subject to such conditions as the Employer can impose. Banked hours cannot be taken in advance of accrual.
- (d) In any settlement period a maximum of three days flexi leave can be taken from a combination of credit and banked hours. Subject to operational needs and customer service requirements, the Employer can approve alternative arrangements to enable Employees to clear banked and/or credit hours up to the maximum of 52.5 hours.
- (e) Flexi leave can be taken in any combination of half days and full days.

21.15 Study Leave

Where study leave has been approved by the Employer pursuant to the provisions of clause 21 – Study Assistance of the Award, credits will be given for education commitments falling within the prescribed hours of duty and for time off necessary to allow attendance at formal classes.

Employee Initiated Span of Working Hours

- 21.16 Notwithstanding clause 21.2, where the Employee requests and the Employer approves, an Employee can work their ordinary hours outside the span of 7.00am to 6.00pm. The working

of ordinary hours outside the span of 7.00am to 6.00pm can only be implemented at an Employee's request.

- 21.17 Agreements under clause 21.16 are to be in writing and must specify the duration of this Agreement, and the times during which ordinary hours can be worked.
- 21.18 On receipt of a written request from the Union, the Employer will provide the Union with details of agreements made under clause 21.16 including the work location, the duration of the agreement/s, and the times during which ordinary hours can be worked.

22. FLEXIBLE WORKING ARRANGEMENTS

- 22.1 An Employee who has a right to flexible working arrangements (eligible Employee) is an Employee who:
- (a) is pregnant;
 - (b) is the parent, or has responsibility for the care, of a Child who is of compulsory school age in accordance with the *School Education Act 1999* (WA) or who is younger than that age;
 - (c) is a carer (within the meaning of the *Carer Recognition Act 2004* (WA));
 - (d) has a disability;
 - (e) is 55 years of age or older;
 - (f) is experiencing family and domestic violence; or
 - (g) is providing care or support to a member of the Employee's family or household who requires care or support because the member is experiencing family and domestic violence.

Other Employees

- 22.2 An Employee, other than an eligible Employee, can request a flexible working arrangement.

Notification or requests for a flexible working arrangement

- 22.3 An eligible Employee or Employee can notify or request a flexible working arrangement from the Employee's first day of service.
- 22.4 A flexible working arrangement notification or request must be in writing (the notification/request) to the Employer, setting out the following details:
- (a) the flexible working arrangement sought; and
 - (b) the reasons for seeking that arrangement; and
 - (c) if the Employee is an eligible Employee, which of the circumstances in clause 22.1 apply to the eligible Employee.

22.5 Flexible work arrangements can include, but are not limited to, changes to hours of work, when those hours are worked, patterns of work and the location of work. Provisions in this Agreement that support flexible working arrangements are summarised in the table below.

| | |
|--|-----------|
| Part Time Employment | Clause 14 |
| Flexible start and finish times | Clause 21 |
| Employee Initiated Span of Working Hours | Clause 21 |
| Working from Home | Clause 48 |

Responding to a request for a Flexible Working Arrangement

22.6 Employers and Employees must discuss the eligible Employee's or Employee's notification/request for a flexible working arrangement and genuinely try to reach agreement. If an agreement cannot be reached, they must discuss alternative arrangements that would accommodate the eligible Employee's or Employee's circumstances.

22.7 The Employer must respond in writing within 21 days of receiving the notification/request of the flexible working arrangement sought, advising:

- (a) the flexible working arrangement sought is granted; or
- (b) if, following the discussions required at clause 22.6, the Employer and Employee agree to alternative changes to those requested in the notification/request, and these are set out in the written response; or
- (c) the Employer refuses the notification/request, and the written response sets out:
 - (i) how the Employer has met the requirements in clause 22.9; and
 - (ii) the evidence of a reasonable business ground/s in clause 22.10 for refusing the notification/request; and
 - (iii) information about the Dispute Settlement Procedure, if an Employee wants to dispute the refusal.

22.8 The flexible working arrangement must be implemented within 14 days of the Employee receiving the advice at 22.7. If it is not possible to implement this arrangement within 14 days, the Employee must receive the reason for this in writing. By agreement between the Employer and Employee, a further 14 day extension can be granted before the arrangement is implemented.

22.9 The Employer can only refuse to implement the flexible working arrangement sought if they have:

- (a) discussed the notification/ request as provided in clause 22.6; and
- (b) discussed the consequences for the eligible Employee or Employee of refusing the change sought; and
- (c) provided evidence of a reasonable business ground/s for refusing the request.

Reasonable business grounds for refusing a Flexible Working Arrangement

22.10 For the purpose of clause 22.9(c) the reasonable business grounds for refusing a flexible working arrangement notification/request include the following:

- (a) the arrangement sought would be too costly for the Employer;
- (b) it is not possible or would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the arrangement sought; or
- (c) the arrangement sought would result in a significant loss of efficiency or productivity or have a significant negative impact on customer service.

Disputes

22.11 If an eligible Employee or Employee wants to dispute a decision to refuse the flexible working arrangement they sought and/or the process in clause 22.9, they can use the Dispute Settlement Procedure at clause 58 of this Agreement.

PART 5: LEAVE

23. PERSONAL LEAVE

Introduction

23.1 The provisions of this clause replace clause 22 – Short Leave, clause 18 – Carers Leave, clause 17 – Sick Leave of the Award.

23.2 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, paid carer's leave and short leave.

23.3 This clause commenced on 30 July 2004. An Employee's pre-existing sick leave anniversary date is maintained for the purposes of the personal leave entitlement.

23.4 Personal leave is not for circumstances normally met by other forms of leave.

23.5 This clause does not apply to casual Employees.

23.6 An Employee employed on a fixed term contract for a period of 12 months or more is credited with the same entitlement as a Term of Member 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.

23.7 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.

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

Entitlement

- 23.9 The Employer must credit each Term of Member, full time Employee with 112.5 personal leave credits for each year of continuous service as follows:

| Date | Grant of Leave |
|--|----------------|
| On the day of initial appointment | 63.75 hours |
| On completion of 6 months continuous service | 48.75 hours |
| On the completion of 12 months continuous service | 112.5 hours |
| On the completion of each further period of 12 months continuous service | 112.5 hours |

- 23.10 In the year of accrual the 112.5 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 each year of accrual, unused personal leave from that year is cumulative and added to personal leave accumulated from previous years.

- 23.11 Whilst Employees are able to access personal leave in accordance with clause 23.27, to ensure compliance with the *Minimum Conditions of Employment Act 1993* (WA) a minimum of 75 hours must be available to Employees for the purposes of an Employee's entitlement to paid leave for illness or injury; or carer's leave.

- 23.12 Personal leave cannot be debited for public holidays that the Employee would have observed.

- 23.13 Personal leave can be taken on an hourly basis.

- 23.14 War caused illnesses

- (a) An Employee who produces evidence from the Department of Veterans' Affairs stating that the Employee suffers from war caused illness will be credited special paid leave of 15 working days per annum.

- (b) Paid leave under this clause:

- (i) may accumulate up to a maximum of 45 working days;
- (ii) is to be recorded separately to the Employee's normal personal leave entitlement;
- (iii) is only to be accessed for sickness related to war-caused illness; and
- (iv) may be accessed despite normal sick leave credits being available.

An application for paid leave under this clause is to be supported by evidence that would satisfy a reasonable person of the entitlement.

Mental Health

- 23.15 The Employer is committed to providing mentally healthy workplaces. This includes working to eliminate stigma attached to mental health in the workplace and providing support and assistance to Employees (e.g. through Employee Assistance Program services and training) to manage mental health.
- 23.16 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.
- 23.17 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.

Variation of Ordinary Working Hours

- 23.18 When an Employee's ordinary working hours change during an anniversary year, personal leave credits are adjusted to reflect the pro rata portion for that anniversary year.
- 23.19 At the time ordinary working hours change, personal leave credits are adjusted to reflect ordinary working hours up to that point in time as a proportion of the total ordinary working hours for the anniversary year.
- 23.20 Personal leave is credited pro rata on a weekly basis from the time ordinary working hours change until the next anniversary date, such that the total hours credited for that anniversary year is on a pro rata basis according to the number of ordinary working hours for the period.

Reconciliation

- 23.21 At the completion of an anniversary year, where an Employee has taken personal leave in excess of their current and accrued entitlement the unearned leave must be debited at the commencement of the following anniversary year/s.
- 23.22 The maximum number of hours debited cannot exceed one third of the employee's annual entitlement. The remaining portion of unearned personal leave is to be debited at the commencement of the subsequent anniversary year/s.
- 23.23 Where an Employee ceases duty and has taken personal leave that exceeds the leave credited for that anniversary year, the Employee must refund the value of the unearned leave, calculated at the rate of salary as at the date the leave was taken. No refund is required in the event of the death of the Employee.

Access

- 23.24 An Employee is unable to access personal leave while on any period of:
- (a) leave without pay;

- (b) parental leave defined under clause 41.3 Terms used, except where pregnancy ends without birth of living Child, the Child dies or the Child or Employee hospitalised as provided for in clause 41.14 of this Agreement.
- (c) annual leave, except when annual leave is re-credited in circumstances provided for in clauses 23.37 – Re-crediting Annual Leave of this Agreement; or
- (d) long service leave, except when long service leave is re-credited in circumstances provided for in clause 23.38 – Recrediting Long Service Leave of this Agreement

23.25 If an Employee has exhausted all accrued personal leave the Employer can allow the Employee who has at least 12 months' service to anticipate up to 37.5 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.

23.26 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.

Application for Personal Leave

23.27 Reasonable and legitimate requests for personal leave are approved subject to available credits. Personal leave is granted 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;
- (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.

23.28 An Employer 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 23.27 or parental leave as provided for by clause 41.8(d) – Concurrent Parental Leave of this Agreement. This leave 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.

- 23.29 Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- 23.30 The definition of family is 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.
- 23.31 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 is to be provided.

Evidence

- 23.32 An application for personal leave exceeding two consecutive working days must be supported by evidence that would satisfy a reasonable person of the entitlement.
- 23.33 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 cannot be 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.
- 23.34 Personal leave is not granted where an Employee is absent from duty because of personal illness attributable to the Employee's serious and wilful misconduct in the course of the Employee's employment.
- 23.35 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 caused by the Employee's 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 salary and personal leave cannot be granted.
- 23.36 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

- 23.37 Where during a period of annual leave an Employee:
- (a) is ill or injured for a period of at least seven consecutive calendar days and;
 - (b) advises the Employer as soon as practicable providing evidence that would satisfy a reasonable person of their entitlement to personal leave; and
 - (c) would have been approved personal Leave for the period;

the Employer will recredit the Employee's annual leave and deduct from the Employee's personal leave credits for the period the Employee was ill or injured.

Re-crediting Long Service Leave

23.38 Where during a period of long service leave an Employee:

- (a) is ill or injured for a period of at least 14 consecutive calendar days; and
- (b) advises the Employer as soon as practicable and provides evidence that would satisfy a reasonable person of their entitlement to personal leave; and
- (c) would have been approved personal leave for the period;

the Employer will recredit the Employee's long service leave, and deduct from the Employee's personal leave credits, the period the Employee was ill or injured.

Personal Leave without Pay Whilst Ill or Injured

23.39 Employees who have exhausted 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.

23.40 Personal leave without pay not exceeding a period of three months in a continuous absence does not affect salary increment dates, the anniversary date of personal leave credits, long service leave entitlements or annual leave entitlements. Where the 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.

23.41 Personal leave without pay is not available to Employees who have exhausted their personal leave entitlements and are seeking leave for circumstances outlined in clauses 23.27 (b), (c) and (d) or 23.28. However, applications for other forms of leave, including unpaid carer's leave and leave without pay, can be approved.

Other Conditions

23.42 Where an Employee who has been retired from the Public Sector 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 Sector and is subsequently reappointed.

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

Workers' Compensation

23.44 Where an Employee suffers an "injury" within the meaning of section 5 of the *Workers' Compensation and Injury Management Act 2023* (WA), which necessitates that Employee being absent from duty, personal leave with pay must be granted to the extent of personal

leave credits. In accordance with section 61 (3) of the *Workers' Compensation and Injury Management Act 2023* (WA) where the claim for workers' compensation is decided in favour of the Employee, personal leave credits must be reinstated.

- 23.45 For any period the Employee is or becomes entitled to receive income compensation under the provisions of the *Workers' Compensation and Injury Management Act 2023* (WA), the Employee continues to accrue entitlements to personal leave, annual leave and long service leave.
- 23.46 Subject to clause 23.45, a period of personal leave without pay granted to an Employee on account of an injury compensable under the provisions of the *Workers' Compensation and Injury Management Act 2023* (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 a period of personal leave without pay granted exceeds six months in a continuous absence, the period in excess of six months is excised from qualifying service.

Portability

- 23.47 The Employer must credit an Employee additional personal leave credits up to those held at the date that Employee ceased previous employment provided:
- (a) immediately prior to commencing employment as an Employee under the Award, the Employee was employed in the service of one of the following (or their replacements):
 - (i) the Commonwealth Government of Australia;
 - (ii) any other State of Australia; or
 - (iii) a department, SES organisation, or non SES organisation, as defined in the *Public Sector Management Act 1994* (WA); or
 - (iv) statutory authorities listed in Schedule 1 of the *Financial Management Act 2006* (WA); or
 - (v) Houses of the Parliament of the State under the separate control of the President or Speaker or under their joint control; or
 - (vi) the Health Education Council; or
 - (vii) the Western Australian Board of Nursing and Midwifery Board of Western Australia
 - (b) the Employee's employment with the Public Service commenced no later than one week after ceasing previous employment, and
 - (c) the personal leave credited in accordance with this clause cannot be greater than that which would have applied had the entitlement accumulated whilst employed by the previous employer.

- 23.48 The maximum break in employment permitted by clause 23.47 (b) can be varied by the approval of the Employer provided 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

- 23.49 Subject to the evidence requirements set out in clauses 23.32 to 23.35, if a Regional Employee or the Regional Employee's dependant or member of the Employee's household requires medical attention at a medical facility in Western Australia located 240 kilometres or more from their workplace is granted paid travel time during the Employee's ordinary working hours up to a maximum of 37.5 hours per annum.
- 23.50 The Employer can 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.
- 23.51 The provisions of clauses 23.49 and 23.50 are not available to Employees whilst on leave without pay or personal leave without pay.
- 23.52 The provisions of clauses 23.49 and 23.50 apply as follows:
- (a) An Employee employed on a fixed term contract for a period greater than 12 months, is credited with the same entitlement as a Term of Member 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 is 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) The provisions do not apply to casual Employees.

24. REPRODUCTIVE HEALTH LEAVE

Purpose

- 24.1 Employees are eligible to take reproductive health leave:
- (a) when chronic reproductive health conditions (such as, but not limited to, endometriosis, dysmenorrhoea, adenomyosis, polycystic ovary syndrome, and menopause symptoms) require absence from the workplace;
 - (b) to receive fertility treatment such as, but not limited to, in vitro fertilisation (IVF);
 - (c) to attend preventative screening associated with reproductive health, including, but not limited to, breast and prostate screening; and

- (d) for treatment associated with reproductive health including, but not limited to, hysterectomy and vasectomy.

Entitlement

- 24.2 A Term of Member or fixed term contract Employee can access five (5) days of paid reproductive health leave per calendar year.
- 24.3 An Employee on a fixed term contract for a period of 12 months or more is credited with the same entitlement as a Term of Member 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.
- 24.4 Part time Employees receive reproductive health leave on a pro-rata basis, credited based on their contracted fraction of a full time equivalent.
- 24.5 Reproductive health leave credits are available from the Employee's first day of service.
- 24.6 This clause does not apply to casual Employees.
- 24.7 Where an Employee has exhausted their reproductive health leave entitlement, they can apply for other forms of leave in accordance with this Agreement, or access accrued time off in lieu of overtime, flexi leave or banked hours where credits are available.
- 24.8 Reproductive health leave can be taken on an hourly basis.
- 24.9 Reproductive health leave cannot be taken at half pay.
- 24.10 Reproductive health leave is not paid out on cessation of employment.
- 24.11 Reproductive health leave is non-cumulative.

Access to reproductive health leave

- 24.12 Reasonable and legitimate requests for reproductive health leave are approved subject to available credits.
- 24.13 An Employee can apply for reproductive health leave retrospectively. If an Employee has taken leave for a purpose that retrospectively meets a criterion in clause 24.1, the Employer will substitute reproductive health leave for any leave that was approved in relation to the absence, with that leave being recredited.

Notice and evidentiary requirements

- 24.14 The Employee must notify the Employer of any absence as soon as practicable.
- 24.15 All requests for reproductive health leave must be supported by evidence that would satisfy a reasonable person of the entitlement.
- 24.16 Information received from an Employee in connection with a reproductive health leave application is to be kept confidential and must not be kept on the Employee's personal file.

24.17 Any disclosure of information or documentation provided must be on a need-to-know basis only.

Effect on other entitlements

24.18 Subject to 24.12 reproductive health leave cannot be accessed during any period of leave without pay or any other period of paid leave.

24.19 Reproductive Health Leave will count as service for all purposes.

Interaction with other provisions of this Agreement

24.20 Employees who are experiencing reproductive health concerns have a right to request flexible work arrangements under clause 22 of this Agreement.

25. DISABILITY LEAVE

25.1 Disability leave provides Employees paid leave for any activity associated with an Employee's diagnosed permanent, ongoing, or chronic physical or psychological disability.

Definition of disability

25.2 For the purposes of this clause, disability is defined as a permanent or ongoing physical or psychological disability, attributable to one or more intellectual, cognitive, neurological, sensory or physical impairments or to one or more impairments attributable to a psychiatric condition.

Eligibility

25.3 Disability leave is available to all full time and part time Employees, who live with a disability.

25.4 Disability leave is calculated on a pro-rata basis for part time Employees.

25.5 An Employee on a fixed term contract for a period of 12 months or more is credited with the same entitlement as a Term of Member 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.

25.6 Disability leave is not available to casual Employees.

25.7 Disability leave cannot be accessed during any period of leave without pay or any other period of paid leave.

25.8 Disability leave is not paid out on the cessation of employment.

Entitlement

25.9 Eligible Employees will be entitled to ten (10) days paid disability leave per calendar year for activities or appointments associated with the Employee's disability, including but not limited to:

- (a) attending medical appointments;

- (b) attending treatment, rehabilitation, therapy or counselling;
 - (c) attending tests and assessments including but not limited to NDIS assessments;
 - (d) receiving delivery of, fitting, repairing, maintaining and undergoing training in use of orthoses, prostheses, adaptive equipment, or other aids;
- 25.10 Disability leave credits are available from the Employee's first day of service and accrue on a fortnightly basis.
- 25.11 Employees who are unfit for duty due to a personal illness associated with a disability must apply for Personal Leave.
- 25.12 Where an Employee has exhausted their disability leave entitlement, they can apply for other forms of leave in accordance with this Agreement, or access time off in lieu of overtime, flexi leave, or banked hours where credits are available.
- 25.13 Disability leave can be taken as consecutive or single days, or as part days.
- 25.14 Disability leave is non-cumulative.

Evidence

- 25.15 The Employee must give the Employer notice as soon as practicable of their request to take leave under this clause.
- 25.16 An Employer can request evidence that would satisfy a reasonable person to support the taking of the leave.
- 25.17 Documentary evidence can include any of the following:
- (a) A medical certificate from a registered medical practitioner or registered health professional;
 - (b) A written referral, issued by a registered medical practitioner;
 - (c) A statutory declaration;
 - (d) Other reasonable forms of documentation.

Confidentiality

- 25.18 Information received from an Employee in connection with a disability leave application is to be kept confidential and must not be kept on the Employee's personal file.
- 25.19 Any disclosure of information or documentation provided must be on a need-to-know basis only.

Effect on other entitlements

25.20 Disability leave will count as service for all purposes.

Interaction with other provisions of this Agreement

25.21 An Employee who has a disability has a right to flexible work arrangements under clause 22 of this Agreement.

26. FAMILY AND DOMESTIC VIOLENCE LEAVE

26.1 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 agrees to the leave which is the subject of this clause. The Employer supports Employees experiencing family and domestic violence.

26.2 An Employee must not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family and domestic violence.

26.3 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

26.4 The meaning of family and domestic violence is in accordance with the definition of “family violence” in section 5A the *Restraining Orders Act 1997* (WA).

(a) To avoid doubt, this definition includes behaviour that:

(i) is physically or sexually abusive;

(ii) is emotionally or psychologically abusive;

(iii) is financially abusive;

(iv) is threatening;

(v) is coercive;

(vi) in any other way coerces or controls the family or household member or causes that person to feel fear for their safety or wellbeing or that of another person; or

(vii) causes a Child to be exposed to such behaviour.

Access to Family and Domestic Violence Leave

- 26.5 In accordance with clauses 26.6 to 26.28, an Employee, including a casual Employee, can apply for leave to deal with activities related to family and domestic violence. The Employer will assess each application and consider the personal circumstances of the Employee seeking the leave.
- 26.6 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.
- 26.7 Subject to clauses 26.5 and 26.6, 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.
- 26.8 Upon exhaustion of the leave entitlement in clause 26.7, Employees are entitled to up to two days' unpaid family and domestic violence leave on each occasion.
- 26.9 Family and domestic violence leave does not affect salary increment dates, personal leave entitlements, long service leave entitlements or annual leave entitlements.
- 26.10 Subject to the Employer's approval of the application, family and domestic violence leave can be taken as whole or part days off.
- 26.11 Application of the leave entitlement for casual Employees applies to the extent of their agreed working arrangements.

Notice and Evidentiary Requirements

- 26.12 The Employee must give the Employer notice as soon as reasonably practicable of their request to take leave under this clause.
- 26.13 Supporting evidence of family and domestic violence can be required to access paid leave entitlements however this must not be onerous on the Employee. Leave can be granted without supporting documentation when the manager/supervisor is satisfied that it is not required.
- 26.14 Evidence can include a document issued by the police, a court, a legal service, a health professional, a counsellor, a financial institution, a family violence support service or a refuge service. A statutory declaration can also be provided.
- 26.15 Such evidence will be dealt with in accordance with the confidentiality provisions in this clause. Only the Employee retains a copy of the evidence and information must not be kept on an Employee's personnel file, unless otherwise agreed.

Access to Other Forms of Leave

- 26.16 Subject to the leave provisions of this Agreement and the Award, an Employee experiencing family and domestic violence can use other leave entitlements.

- 26.17 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.
- 26.18 Forms of other paid leave include:
- (a) personal leave entitlements;
 - (b) annual leave;
 - (c) accrued long service leave;
 - (d) purchased leave; and/or
 - (e) accrued time off in lieu of overtime, flexi leave or banked hours.
- 26.19 Approval of leave without pay is subject to the provisions of this Agreement and the Award.

Confidentiality

- 26.20 The Employer must take all reasonable steps to ensure any information or documentation disclosed by an Employee regarding family and domestic violence is kept strictly confidential and must not be kept on an Employee's personnel file. Generally, only the Employee retains a copy of evidence for accessing family and domestic violence leave.
- 26.21 Any disclosure of information or documentation provided must be on a need-to-know basis only and only to maintain workplace safety. Where possible, disclosure must only occur with the express consent of the Employee.
- 26.22 This clause does not override any legal obligations to disclose information.

Contact Person

- 26.23 The Employer must 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

- 26.24 Where there is a risk to the personal health or safety of an Employee who is experiencing or has experienced family and domestic violence, the Employer, where appropriate, 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 Agreement and the 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.
- 26.25 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

- 26.26 Where an Employee raises issues of family and domestic violence the Employer is to 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.
- 26.27 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.

27. PURCHASED LEAVE – 42/52 ARRANGEMENT

- 27.1 The provisions of this clause replace clause 12 – Purchased Leave 44/52 Salary Arrangement of the Award.
- 27.2 The Employer and the Employee can agree to an arrangement whereby the Employee can purchase up to ten weeks' additional leave.
- 27.3 The Employer must assess each application for a 42/52 salary arrangement on its merits and consider the personal circumstances of the Employee seeking the arrangement.
- 27.4 Priority access to purchased leave of between five and ten weeks, is to be given to Employees with caring responsibilities.
- 27.5 In order to access approved purchased leave, an Employee must:
- (a) satisfy the Employer's accrued leave management policy; and
 - (b) take one week annual leave if purchasing nine weeks' leave; or
 - (c) take two weeks' annual leave if purchasing ten weeks' leave.
- 27.6 Notwithstanding clause 27.5 (b) and (c), the Employer can allow an Employee to access purchased leave before they have accessed one or two week's annual leave, whichever applies, where the Employee requests it. Any refusal by the Employer must be based on reasonable business grounds.
- 27.7 The provisions of clauses 27.5 (b) and (c) do not apply to an Employee who purchases less than nine weeks' leave.
- 27.8 An agreement to take a reduced salary spread over the 52 weeks of the year will yield the following amounts of purchased leave:

| Number of weeks' salary spread over 52 weeks | Number of weeks' purchased leave |
|--|----------------------------------|
| 42 | 10 |
| 43 | 9 |
| 44 | 8 |

| | |
|----|---|
| 45 | 7 |
| 46 | 6 |
| 47 | 5 |
| 48 | 4 |
| 49 | 3 |
| 50 | 2 |
| 51 | 1 |

27.9 (a) Purchased leave does not accrue. The Employee is entitled to pay in lieu of any purchased leave not taken and, their salary is adjusted in the last pay period in February to reconcile the time worked during the previous year not included in their salary.

(b) Untaken purchased leave will be paid out at the rate at which it was purchased.

27.10 In the event that a part time Employee's ordinary working hours are varied during the year, the salary paid for such leave will be adjusted in the last pay in February to take account of any variations to the Employee's ordinary working hours during the previous year.

28. EARLY ACCESS TO PRO RATA LONG SERVICE LEAVE

28.1 This clause is to be read in conjunction with clause 16 – Long Service Leave of the Award.

28.2 For the purposes of this clause, 'Employee' includes full time, part time, Term of Member, and fixed term contract Employees.

28.3 Subject to clause 28.5, Employees within seven years of their preservation age under Western Australian Government superannuation arrangements can, by agreement with their Employer, choose early access to their long service leave at the rate of 9.28 days per completed twelve month period of continuous service for full time Employees.

28.4 Part time and casual Employees have the same entitlement as full time Employees:

(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.

28.5 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.

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

28.7 Employees can, by agreement with their Employer:

- (a) clear pro rata long service leave in minimum periods of one day; and/or
- (b) access pro rata long service leave at half, full or double pay.

28.8 Any period of leave taken in accordance with this clause will be excised for the purpose of continuous service in accordance with clause 16 (4) of the Award.

29. EFFECT OF PUBLIC HOLIDAYS ON LONG SERVICE LEAVE

29.1 This clause replaces clause 16(6) of the *Electorate Officers Award 1986*.

29.2 Any Public Holiday occurring during an Employee's absence on long service leave will be excised from the period of long service leave and extra days in lieu thereof will be granted.

30. ANNUAL LEAVE AT HALF PAY

30.1 This clause is read in conjunction with clause 14 - Annual Leave of the Award.

30.2 Subject to 30.3 an Employee can request that the whole or part of their accrued annual leave be taken at half pay for double the time the Employee would otherwise be entitled.

30.3 Annual leave at half pay can be taken in minimum periods of one (1) accrued day of annual leave.

30.4 The Employer will approve all reasonable requests for annual leave at half pay.

31. PRO RATA ADDITIONAL ANNUAL LEAVE FOR NORTH WEST EMPLOYEES

31.1 The provisions of this clause replace the provisions of clause 14 (6) – Annual Leave of the Award, and is read in conjunction with all other provisions of clause 14 – Annual Leave of the Award.

31.2 An Employee whose headquarters are located north of 26 degrees south latitude is entitled to 37.5 hours leave in addition to the Employee's normal entitlement to annual leave.

31.3 North West Employees are provided the additional leave on a pro rata basis without the requirement for an Employee to complete 12 months' continuous service in the North West. A North West Employee accrues 0.10274 hours of paid additional annual leave per day provided that the maximum accrual does not exceed 37.5 hours for each completed 12 month period of continuous service.

31.4 An Employee can proceed on leave by accessing the pro rata entitlement provided in clause 31.3 of this Agreement.

31.5 Where an Employee is no longer located north of 26 degrees south latitude they cease to accrue the additional leave provided by this clause.

31.6 The additional leave provided by this clause accrues after each 12-month period of continuous service.

31.7 Employees do not accrue additional leave for any period of leave without pay exceeding 14 continuous calendar days. The 12-month period of continuous service does not include any period of leave without pay exceeding 14 continuous calendar days.

31.8 The provisions of this clause do not apply to an Employee in receipt of additional leave as provided by clause 42 – Weekend Absence from Residence of the Award.

32. ANNUAL LEAVE LOADING

32.1 This clause replaces clause 14 (10) – Annual Leave of the Award.

32.2 Subject to clauses 32.4 and 32.6, a loading of 17.5 per cent calculated on an Employee’s normal rate of pay for a maximum of four weeks’ annual leave is paid to Employees on the first pay period in December in the calendar year in which the leave accrues.

32.3 The leave loading to be paid to Employees who are in the service of the Employer prior to or engaged after 1 January in each year is the leave loading anticipated to be due on 31 December of that year.

32.4 The maximum payment for the loading provided for in clause 32.2 cannot exceed a rate equivalent to 17.5 per cent of four weeks’ salary of a level 8.1 as per Schedule 2 – General Division Salaries of the PSCA 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 2024 | \$1,940.28 |
| (ii) | Commencing on or after 1 January 2025 | \$2,037.30 |
| (iii) | Commencing on or after 1 January 2026 | \$2,118.79 |
| (iv) | Commencing on or after 1 January 2027 | \$2,192.95 |

32.5 Part time Employees are paid a proportion of the annual leave loading at the salary rate applicable, provided that the maximum loading payable is calculated in accordance with the following:

$$\frac{\text{Average hours of work per fortnight in the calendar year in which the leave accrues}}{75} \times \frac{\text{Maximum loading in accordance with clause 32.4}}{1}$$

32.6 The loading is calculated on the rate of the normal fortnightly salary including any allowances, which are paid as a regular fortnightly or annual amount.

32.7 An Employee must refund any leave loading paid in December if the Employee resigns, or ceases employment, or where an Employee is dismissed prior to 31 December of that year. This provision does not apply in the event of death of an Employee or if the Employee retires.

- 32.8 Where payment in lieu of accrued or pro rata annual leave is made on the death or retirement of an Employee, a loading calculated in accordance with the terms of this clause is paid on accrued and pro rata annual leave.
- 32.9 When an Employee resigns, or ceases employment, or where an Employee is dismissed, an annual leave loading is paid as follows:
- (a) accrued entitlements to annual leave – a loading calculated in accordance with the terms of this clause for accrued leave is to be paid.
 - (b) pro rata annual leave – no loading is paid.
- 32.10 The loading does not apply to cadets on full time study.

33. EMPLOYEE INITIATED CASH OUT OF ACCRUED ANNUAL LEAVE

- 33.1 It is important Employees take annual leave for the purposes of rest and recreation.
- 33.2 This clause, however, recognises that notwithstanding the importance of leave referred to in clause 33.1 some Employees can have excess and overdue annual leave. This clause at the initiative of the Employee provides for Employees to receive payment in lieu of some of their unutilised accrued annual leave.
- 33.3
- (a) Subject to clause 33.4, the Employer and Employee can agree that the Employee forego part of the Employee's entitlement to accrued annual leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made.
 - (b) The payment includes applicable annual leave loading in accordance with clause 32 – Annual Leave Loading of this Agreement.
- 33.4 The following criteria applies to the cashing out of accrued annual leave:
- (a) The Employee initiates a written request, to their Employer, to cash out accrued annual leave;
 - (b) the Employer agrees in writing to the request by the Employee;
 - (c) there is an annual leave entitlement that has accrued in previous years;
 - (d) no more than 50 per cent of the Employee's total accrued annual leave entitlement can be cashed out;
 - (e) the remaining entitlements are not less than two weeks accrued annual leave;
 - (f) each instance of cashing out of annual leave must be a separate written agreement between the Employer and Employee; and
 - (g) annual leave accruing in the year the request for cashing out is made cannot be cashed out in that year.

33.5 It is the Employee's responsibility to seek information on any taxation implications arising from the payout of annual leave.

34. PUBLIC SERVICE HOLIDAYS

Repealed Public Service Holidays

34.1 For the purpose of this clause "repealed public service holidays" are Easter Tuesday and 2nd January.

34.2 Employees are entitled to two days in lieu of the repealed public service holidays where they would normally be expected to work those days.

34.3 Subject to this clause, days in lieu of repealed public service holidays:

- (a) are made available on the date of the relevant repealed public service holiday;
- (b) are not available to an Employee who is on any period of leave without pay;
- (c) are paid at the rate of ordinary time;
- (d) can be added to annual leave or taken individually;
- (e) must be taken in the calendar year in which they occur;
- (f) are forfeited if not taken in the year in which they occur; and
- (g) are not to be paid out on termination of employment.

34.4 By prior agreement with the Employer, the day can be taken on the date of the relevant repealed public service holiday.

Easter Sunday

34.5 Term of Member and fixed term contract Employees will be provided an additional day of paid leave for Easter Sunday.

34.6 The day of paid leave will be made available to the Employee regardless of whether the Employee would normally be expected to work on that date.

34.7 The day of paid leave accrues on the date that Easter Sunday falls each calendar year.

34.8 Employee access to the day of leave is subject to the conditions set out in clause 34.3 (b)-(g).

35. CHRISTMAS/NEW YEAR CLOSEDOWN

Observation of a Closedown

35.1 An Employer can observe a closedown over the Christmas/New Year period. The closedown can apply to all or a group of Employees.

35.2 The dates/duration of the closedown will be at the discretion of the Employer, but cannot not exceed five (5) working days.

Notification of a Closedown

35.3 The Employer must as soon as possible in each calendar year, but not later than 30 June, advise affected Employees of the dates of the closedown and the number of working days involved.

Leave Arrangements during the Closedown

35.4 Employees can access the following forms of paid leave to cover the closedown period:

- (a) flexitime credit and banked hours; or
- (b) rostered days / hours off.

35.5 In the absence of sufficient banked hours or flexitime credit hours the following types of paid leave must be used to cover the Christmas closedown:

- (a) annual leave;
- (b) accrued long service leave;
- (c) pro rata long service leave as provided for at clause 28 – Early Access to Pro Rata Long Service leave of this Agreement;
- (d) purchased leave; and/or
- (e) day(s) in lieu of repealed public service holidays; and
- (f) the Easter Sunday holiday provided for in clause 34.

35.6 Employees who do not currently participate in existing flexi-leave arrangements can alternatively accrue banked hours throughout the calendar year, for the purpose of the closedown period, pursuant to clause 21 – Hours of this Agreement.

35.7 The days/hours can only be accrued up to the maximum of the number of hours necessary to cover the period of the closedown.

35.8 At the discretion of the Employer the following Employees can be granted either leave without pay or annual leave in advance to cover the amount of leave required for the closedown:

- (a) Employees engaged during the calendar year immediately preceding the closedown who have not accrued sufficient banked hours to cover the period of the closedown; or
- (b) Employees who have not accrued sufficient banked hours to cover the period of the closedown and have exhausted their paid leave credits.

Managing Debit Hours/Days

- 35.9 Employees, who have gone into debit to cover the period of the closedown and whose employment is terminated prior to accrual of sufficient hours to cover the debit, are required to refund the balance of hours outstanding on termination.
- 35.10 Notwithstanding the provisions contained in clause 21.11 (d), an Employee who has accrued hours for the purposes of a close down and subsequently resigns, transfers to another Employer or otherwise has their employment terminated without being afforded the opportunity to clear their credit and banked hours, must be paid for those unused hours that relate only to the close down.

36 BEREAVEMENT LEAVE

- 36.1 The provisions contained in this clause replace those contained in clause 23 (5) – Bereavement Leave of the Award.
- 36.2 Employees are eligible for up to five days' paid leave on the death of:
- (a) the spouse or de-facto Partner of the Employee;
 - (b) a former spouse or former de-facto Partner of the Employee;
 - (c) a Child, Step-child, foster Child or Grandchild of the Employee (including an adult Child, Step-child or Grandchild);
 - (d) a parent, step-parent, foster parent or grandparent of the Employee;
 - (e) a parent in law or former parent in law of the Employee;
 - (f) a brother, sister, step brother or step sister of the Employee; or
 - (g) any other person who, immediately before that person's death, lived with the Employee as a member of the Employee's household.
- 36.3 The Employer must not unreasonably withhold approval to grant bereavement leave to an Employee in respect of some other person with whom the Employee had a special relationship, on the request of the Employee.
- 36.4 The five days need not be consecutive.
- 36.5 Bereavement leave is not to be taken during any other period of leave, including periods of unpaid leave.
- 36.6 If requested by the Employer, payment of such leave can be subject to the Employee providing evidence that would satisfy a reasonable person of the death or relationship to the deceased.
- 36.7 An Employee requiring more than five days' bereavement leave in order to travel interstate or overseas in the event of a death of a person referred to in clause 36.2 or 36.3, 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.

36.8 Travelling time for Regional Employees

- (a) Subject to prior approval from the Employer, an Employee entitled to bereavement leave and who, because of the bereavement, travels to a location within Western Australia that is more than 240 km from their workplace is granted paid time off for the travel period undertaken in the Employee's ordinary working hours up to a maximum of 15 hours per bereavement. The Employer will not unreasonably withhold approval.
- (b) The Employer 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.
- (c) The provisions of clauses 36.8 (a) and (b) apply as follows:
 - (i) An Employee employed on a fixed term contract for a period greater than 12 months, is credited with the same entitlement as a Term of Member Employee for each full year of service and pro rata for any residual portion of employment.
 - (ii) An Employee employed on a fixed term contract for a period of less than 12 months is credited with the same entitlement on a pro rata basis for the period of employment.
 - (iii) 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.
 - (iv) For casual Employees, the provisions apply to the extent of their agreed working arrangements.

37. CULTURAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDERS

37.1 Employees who identify as Aboriginal or Torres Strait Islanders are entitled to paid cultural leave to participate in any of the following which include but are not limited to:

- (a) cultural and ceremonial obligations under Aboriginal and Torres Strait Islander lore, customs or traditional law; or
- (b) community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals; or
- (c) attendance at matters relating to Native Title, which can be pre or post determination.

- 37.2 Up to five (5) days of paid cultural leave per calendar year is available under this clause. The leave need not be taken in one continuous period. Paid cultural leave can not accrue from year to year and is not paid out on termination.
- 37.3 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.
- 37.4 The Employer can request reasonable evidence of the legitimate need for the Employee to be allowed time off.
- 37.5 If an Employer requires an Employee to attend to business associated with an Aboriginal and Torres Strait Islander organisation, or an organisation that works to facilitate Aboriginal Torres Strait Islander interests, the attendance is considered to be a part of the Employee's normal duties and the Employee need not access leave under this or any other clause to enable it.
- 37.6 Cultural leave granted under this clause is in addition to the leave provided by clause 36 – Bereavement Leave of this Agreement and clause 24 – Cultural/Ceremonial Leave of the Award.

38. FOSTER CARER'S LEAVE

- 38.1 Foster and short-term carer's leave is available to an Employee providing foster, kinship or short-term respite care to enable them to attend to the care of a Child in an emergency or other out of home care placement.
- 38.2 A Term of Member Employee, fixed term contract Employee or casual Employee has access to three paid days of non-cumulative leave per calendar year.
- 38.3 Employees must give reasonable notice prior to taking foster carer's leave and must provide an estimate of the period of absence from work.
- 38.4 Employees can, by agreement with their Employer, take foster carer's leave in minimum periods of one hour.
- 38.5 Leave credits can be used to attend training associated with the Employee's foster carer responsibilities.
- 38.6 Employees must provide the Employer with documentation supporting their eligibility for the leave.
- 38.7 The entitlement to fosters carer's leave in accordance with clause 38.2 for casual Employees applies to the extent of their agreed working arrangements.

39. PUBLIC HEALTH EMERGENCY LEAVE

Definitions

- 39.1 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 which is the subject of a 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

- 39.2 The Employer is to credit each Employee with 20 days of non-cumulative special public health emergency leave on January 1 each year.
- 39.3 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 Term of Member 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.
- 39.4 A part time or casual Employee is to be credited with the same entitlement as a full time Employee, calculated on a pro rata basis according to the number of hours worked each fortnight.
- 39.5 Employees absent on special public health emergency leave are to receive their ordinary pay.
- 39.6 Employees who have exhausted their special public health emergency leave can access existing personal leave entitlements under clause 23 – Personal Leave of this Agreement.

Eligibility for Special Public Health Emergency Leave

- 39.7 Special public health emergency leave can only be taken in respect of absences from work during:
 - (a) a public health emergency; or
 - (b) other significant events as agreed between the Union and the Executive Director GLSR.
- 39.8 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 23 – Personal Leave of this Agreement.
- 39.9 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.
- 39.10 Compassionate access to special public health emergency leave can be granted in exceptional circumstances despite not being a reason referred to in clause 39.8 and 39.9.
- 39.11 Special public health emergency leave is not debited for public holidays that the Employee would have observed.
- 39.12 An Employee is unable to access special public health emergency leave while on any period of:
- (a) leave without pay;
 - (b) parental leave defined under clause 41.3 – Terms used on this Agreement;
 - (c) annual leave, except when annual leave is re-credited in circumstances provided for in clause 23.37 – Re-crediting annual leave of this Agreement; or
 - (d) long service leave, except when long service leave is re-credited in circumstances provided for in clause 23.38 – Re-crediting long service leave of this Agreement.

Notice and Access

- 39.13 Special public health emergency leave can be taken on an hourly basis.
- 39.14 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.
- 39.15 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

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

40. COMPASSIONATE LEAVE FOR EARLY PREGNANCY LOSS

- 40.1 The provisions of this clause are to be read in conjunction with clause 40.14 - Parental leave where pregnancy ends without birth of living Child, the Child dies or the Child or Employee hospitalised and clause 41.25 - Unpaid special pregnancy leave of this Agreement.
- 40.2 An Employee and/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.
- 40.3 Leave commences from the date the pregnancy ends and is not to be taken during any other period of leave, including unpaid leave.

- 40.4 The Employee must provide notice as soon as reasonably practicable indicating the period of leave sought and anticipated return to work.
- 40.5 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.
- 40.6 The provisions of clause 40.1 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.

PART 6: PARENTAL AND RELATED LEAVE

41. PARENTAL AND RELATED LEAVE

Preliminary

- 41.1 This clause replaces the parental leave provisions contained in clause 19 – Parental Leave of the Award.
- 41.2 This clause is to be read in conjunction with unpaid parental leave entitlements provided for in Division 5 of Part 2-2 of the *Fair Work Act 2009* (Cth) and where there is any inconsistency, the greater benefit will prevail.

Terms used

- 41.3 In this clause —
- (a) “adoption” includes the making of a parentage order under the *Surrogacy Act 2008* (WA);
 - (b) “comparable position” means a position with equivalent classification level, pay, conditions and status as an Employee’s position and that is commensurate with their skills and abilities;
 - (c) “concurrent leave” means unpaid parental leave taken by an Employee under clause 41.8(d);
 - (d) “flexible unpaid parental leave” means unpaid parental leave taken by an Employee under clause 41.20;
 - (e) “grandparental leave” means leave to which an Employee is entitled under clauses 41.33 to 41.35;
 - (f) “parental leave” means leave to which an Employee is entitled under clauses 41.5 to 41.22;

- (g) “Partner” means a person who is a spouse or de facto Partner;
- (h) “Partner leave” means leave to which an Employee is entitled under clauses 41.30 to 41.32;
- (i) “primary care giver” of a Child means the person who is primarily responsible for the care and supervision, including day-to-day care and supervision, of the Child;
- (j) “Public Sector industrial instrument” means this Agreement, the Award or any other relevant industrial instrument that applies to the Public Sector .

41.4 Employees to whom this clause applies

- (a) This clause applies to —
 - (i) Term of Member Employees; and
 - (ii) fixed term contract Employees; and
 - (iii) eligible casual Employees;
- (b) whether employed on a full time or part time basis.
- (c) For the purposes of this clause, an eligible casual Employee is an Employee —
 - (i) who has been Employed in the Public Sector on a regular and systematic basis over a period of at least 12 months (or over a sequence of periods of a combined length of at least 12 months if any break in employment was on the Employer’s initiative and did not exceed 3 months); and
 - (ii) who has a reasonable expectation (but for becoming a parent) of continuing employment on a regular and systematic basis.

Parental Leave

41.5 Nature of parental leave

- (a) Parental leave is leave taken by—
 - (i) a pregnant Employee in connection with the pregnancy and birth of a Child; or
 - (ii) an Employee following the birth or adoption of a Child for whom they are the primary care giver.
- (b) It does not matter whether the primary care giver is a parent of the Child or another person.
- (c) Only one parent or other person can be the primary care giver of a Child during any one particular period of time.

- (d) If different Employees are the primary care giver of a Child during different periods of time, their entitlement to paid or unpaid parental leave under this clause or under any other Public Sector industrial instrument can be shared, but the total period of their combined entitlement to paid parental leave is 27 weeks.
- (e) If an Employee is no longer the primary care giver of the Child following the birth, their entitlement to any further parental leave in connection with the Child ends, unless —
 - (i) the Employee is entitled to remain on unpaid parental leave because they share responsibility for the care and supervision of their Child or their Partner’s biological Child under clause 41.8 (Special unpaid parental leave entitlements for Employees who share responsibility for care and supervision of Child); or
 - (ii) the Employee is entitled to remain on parental leave under clause 41.14 – Parental leave where pregnancy ends without birth of living Child, the Child dies or the Child or Employee hospitalised.
- (f) An Employee who commences parental leave does not have a separate entitlement to unpaid parental leave under clause 41.8 - Special unpaid parental leave entitlements for Employees who share responsibility for care and supervision of Child, if they stop being the primary care giver of their Child or their Partner’s biological Child but continue to share the responsibility for the Child’s care with their Partner or another person.

Paid Parental Leave

41.6 Eligible Employees share a total of 27 weeks of paid parental leave per birth or adoption of a Child within the following parameters:

- (a) An Eligible Employee:
 - (i) must be the primary carer of the Child; and
 - (ii) is entitled to a maximum of 18 weeks paid parental leave per birth or adoption.
 - (iii) remaining paid parental leave can be accessed by another eligible Employee.

41.7 Period of parental leave to which eligible Employee entitled

- (a) An eligible Employee is entitled to 52 weeks of parental leave.
- (b) The 52 weeks of parental leave comprises a maximum of 18 weeks of paid leave and 34 weeks of unpaid leave, except as provided by clause 41.7(c).
- (c) The 52 weeks of parental leave comprises only unpaid leave in the case of —
 - (i) an eligible casual Employee; or

- (ii) any other Employee who has not completed the minimum period of service required by clause 41.9 – Minimum period of service to be eligible for paid parental leave, for paid leave.
 - (d) The period of paid parental leave to which an Employee is entitled can be extended by the Employee electing to take double the amount of leave on half-pay.
 - (e) An Employee has only a single entitlement, and not separate entitlements, to parental leave for Children of a multiple birth or adoption.
 - (f) Parental leave for a fixed term contract Employee cannot extend beyond the term of the contract.
 - (g) Any public holiday that falls during parental leave is counted as part of that leave and does not extend the period of parental leave.
 - (h) An Employee who is on parental leave is not entitled to any days in lieu of public service holidays.
- 41.8 Special unpaid parental leave entitlements for Employees who share responsibility for care and supervision of Child
- (a) An Employee who shares responsibility with their Partner or another person for the care and supervision of their Child or their Partner’s biological Child has the same entitlement to unpaid parental leave under this clause as an Employee who is the primary care giver for the Child.
 - (b) An Employee who commences unpaid parental leave under this clause does not have a separate entitlement to paid or unpaid parental leave if they become the primary care giver of their Child or their Partner’s biological Child.
 - (c) It does not matter whether or not the other person with whom the Employee shares responsibility for the care and supervision of the Child is—
 - (i) an Employee to whom this clause applies; or
 - (ii) the primary care giver for the Child.
 - (d) Concurrent leave
 - (i) If an Employee who shares responsibility for the care and supervision of a Child takes unpaid parental leave under this clause, they can take unpaid parental leave during the same time that their Partner takes unpaid parental leave (concurrent leave).
 - (ii) The concurrent leave—
 - (a) must not be longer than 8 weeks in total; and

- (b) can be taken in separate periods but, unless the Employer agrees, each period must not be shorter than 2 weeks.

41.9 Minimum period of service to be eligible for paid parental leave

- (a) An Employee is only entitled to a period of paid parental leave if, on the day parental leave commences, the Employee has completed at least 12 months of continuous service in the Public Sector and/or for the Employer immediately preceding the parental leave, whether on a full time or part time basis.
- (b) For the purposes of this clause, continuous service includes any period of authorised paid leave or authorised unpaid leave not exceeding 14 days. However, continuous service includes personal leave without pay whilst ill or injured not exceeding three months in accordance with clause 23.40 - Personal Leave without Pay Whilst Ill or Injured.
- (c) For the purposes of this clause, continuous service includes a period of service as an eligible casual Employee if —
 - (i) the eligible casual Employee has become a Term of Member or fixed term contract Employee with the Employer; and
 - (ii) any break between service as an eligible casual Employee and service as a Term of Member or fixed term contract Employee does not exceed 3 months.
- (d) An Employee who takes parental leave is not required to resume work for the purposes of taking parental leave in connection with any subsequent pregnancy or birth or adoption of a Child.
- (e) An Employee on leave without pay unrelated to parental leave is required to resume work before taking paid parental leave.

41.10 Taking Parental Leave

- (a) An Employee must take parental leave in one continuous period, except as otherwise provided by this clause.
- (b) The period of parental leave can be interrupted by the following —
 - (i) any period during which the Employee substitutes other paid leave or time off as referred to in clause 41.17 – Interaction with other leave entitlements;
 - (ii) any period during which the Employee engages in special parental leave employment as referred to in clause 41.19 – Employment during unpaid parental leave;
 - (iii) any period between periods of flexible parental leave taken by the Employee;

- (iv) any period between separate periods of concurrent leave taken by the Employee;
 - (v) any period during which the Employee does not take parental leave as referred to in clause 41.14 - Parental leave where pregnancy ends without birth of living Child, the Child dies or the Child or Employee hospitalised, because the Child is hospitalised after birth.
- (c) An Employee can, at any time but subject to the notice requirements of clause 41.11 – Employee required to give notice of parental leave
- (i) cancel or delay the commencement of their proposed parental leave; or
 - (ii) shorten their period of parental leave; or
 - (iii) extend their period of parental leave up to the maximum period of leave to which they are entitled.
- (d) If an Employee takes less than the maximum period of parental leave to which they are entitled, the unused balance of leave cannot be banked or preserved in any way.

41.11 Employee required to give notice of parental leave

- (a) An Employee who intends to take parental leave must give their Employer at least 8 weeks' written notice of—
- (i) the date on which the Employee proposes to commence the leave; and
 - (ii) the period of leave proposed to be taken.
- (b) An Employee who intends to change or cancel their parental leave must give their Employer at least 4 weeks' written notice of the change or cancellation.
- (c) However, an Employee is not required to give notice of the cancellation of proposed parental leave because the pregnancy ends without the birth of a living Child or the Child dies.
- (d) An Employee who fails to give the required period of notice does not contravene this clause if it was not reasonably practicable for the Employee to comply because of an early birth or placement for adoption or because of other compelling circumstances.
- (e) An Employee who has given notice of proposed parental leave is required to give their Employer before proceeding on leave, reasonable evidence detailing —
- (i) in the case of a pregnancy – the expected date of birth (including by the provision of a medical certificate); or
 - (ii) in any other case – the relationship the Employee has with the Child and the Employee's responsibility for the care of the Child.

41.12 Commencement of parental leave

- (a) The period of parental leave of a pregnant Employee in connection with the pregnancy can commence up to 6 weeks before the expected date of birth of the Child, but not later than the birth of the Child.
- (b) However, the period of unpaid parental leave of the pregnant Employee can commence on an earlier date before the birth of the Child with the agreement of the Employer and Employee.
- (c) The period of parental leave of any other Employee can commence at any time on or after:
 - (i) the day the Employee becomes the primary care giver of the Child; or
 - (ii) for the purposes of clause 41.8 – Special unpaid parental leave entitlements for Employees who share responsibility for care and supervision of a Child, the day the Employee begins to share the responsibility with their Partner or another person for the care and supervision of their Child or their Partner’s biological Child.

41.13 Conclusion of paid parental leave

- (a) The period of paid parental leave must conclude within the period of 12 months after the birth or date of placement for adoption.
- (b) The Employer can, in exceptional circumstances, allow an Employee to take paid parental leave after that 12 months’ period.
- (c) An Employer can require the Employee to provide reasonable evidence that the circumstances justify the Employee taking paid parental leave after that 12 months’ period.

41.14 Parental leave where pregnancy ends without birth of living Child, the Child dies or the Child or employee hospitalised

- (a) A pregnant Employee remains entitled to paid parental leave if the pregnancy ends without the birth of a living Child within 20 weeks before the expected date of birth.
- (b) A pregnant Employee is entitled to remain on paid parental leave if —
 - (I) the Child dies or is hospitalised following the birth; or
 - (II) the Employee is incapacitated as a result of the birth.
- (c) An Employee is not entitled to paid parental leave in those circumstances for any period that the Employee has taken paid personal leave.
- (d) If a pregnancy ends without the birth of a living Child within 20 weeks before the expected date of birth, an Employee who would have been entitled under this clause to unpaid parental leave if the Child had been born alive remains entitled to

that unpaid parental leave except when the entitlement would have derived from an adoption.

- (e) An Employee who has commenced parental leave can return to work by providing their Employer at least 4 weeks' written notice of their return to work if:
 - (i) the Child dies; or
 - (ii) the pregnancy ends without the birth of a living Child within 20 weeks before the expected date of birth.
- (f) If an Employee has commenced parental leave and the Child is hospitalised immediately following the birth, the Employee can agree with their Employer not to take parental leave for a period while the Child remains in hospital (the permitted work period).
- (g) Only one permitted work period can be agreed and it ends at the earliest of the following:
 - (i) the time agreed by the Employee and Employer;
 - (ii) the end of the day of the Child's first discharge from hospital after birth;
 - (iii) if the Child dies before being discharged – the end of the day the Child dies.
- (h) The Employer can require the Employee to provide reasonable evidence that the Child has been hospitalised following the birth and that the Employee is fit for work (including by the provision of a medical certificate).

41.15 Provisions relating to payment of paid parental leave

- (a) An Employee entitled to paid parental leave is to be paid according to their ordinary working hours at the commencement of parental leave.
- (b) In the case of a part time Employee, the Employee is to be paid according to the average hours worked over the period of 12 months immediately preceding the commencement of parental leave if those average hours exceed ordinary working hours at the commencement of parental leave.
- (c) An Employee can elect to be paid in advance for paid parental leave or elect to be paid on a fortnightly basis during that leave.
- (d) Allowances or penalties for shift or weekend work are not payable during paid parental leave.
- (e) An Employee who was in receipt of higher duties allowances for a continuous period of 12 months immediately preceding the commencement of parental leave is to continue to be paid the higher duties allowances during the first 4 weeks of paid parental leave. If the Employee has elected to take parental leave on half-pay, the

higher duties allowances are payable at the full rate for those first 4 weeks of paid leave only.

- (f) If the employment of an Employee who is being paid parental leave on half-pay is terminated through no fault of the Employee, the Employee is to be paid out any period of unused paid parental leave that is equivalent to the period of leave the Employee would have accessed had they been on parental leave on full pay when their employment was terminated.
- (g) An Employee who takes a subsequent period of paid parental leave without returning to work is to be paid on the basis of their employment when they commenced the original period of paid parental leave and is not affected by any intervening period of special parental leave employment under clause 41.19 – Employment during unpaid parental leave.
- (h) For the purposes of determining the amount of paid parental leave of an Employee to whom clause 41.24 – Modification of duties and transfer to safe job applied, the ordinary working hours of the Employee are the ordinary working hours before the modification of or absence from work under that clause.

41.16 Extension of period of parental leave

- (a) An Employee can apply to their Employer to extend their parental leave by up to 2 years of unpaid leave after the end of the period of parental leave to which they are entitled under this clause.
- (b) The period of extended leave is a period of parental leave for the purposes of this clause.
- (c) Parental leave can only be extended after the Employee has exhausted all other available paid leave entitlements.
- (d) The Employer must agree to an application for the extension of parental leave unless the Employer has reasonable grounds to believe that agreeing to the application would have an adverse impact on the conduct of the Employer's business or operations.
- (e) Before a refusal under clause 41.16(d) the Employer must give the Employee a reasonable opportunity to discuss the application.
- (f) The Employer must, as soon as practicable but not later than 21 days after an application for the extension of parental leave is made, give the Employee written notice of —
 - (i) the decision of the Employer to agree to or refuse the application; and
 - (ii) if the application is refused - the reasons for the refusal.
- (g) An Employee who believes that their application for the extension of parental leave has been unreasonably refused can seek to enforce it as a minimum condition of

employment and, in that case, the Employer has the onus of demonstrating that the refusal was justified in the circumstances.

41.17 Interaction with other leave entitlements

- (a) An Employee entitled to unpaid parental leave can take any of the following to which the Employee is entitled instead of any part of that parental leave—
 - (i) accrued annual leave;
 - (ii) accrued long service leave;
 - (iii) accrued time off in lieu of overtime;
 - (iv) flexi leave or banked hours.
- (b) The period of any such substituted leave or time off—
 - (i) forms part of the period of unpaid parental leave otherwise authorised by this clause and does not extend the period of parental leave; but
 - (ii) is treated as paid leave and not unpaid parental leave for the purposes of clause 41.22 – Effect of parental leave on contract of employment.
- (c) An Employee is not entitled to personal leave during any period of paid or unpaid parental leave.

41.18 Communication during parental leave

- (a) The Employer must take all reasonable steps to inform an Employee who is on parental leave of any decision that significantly affects the status, responsibility level, pay or work location of the Employee and give the Employee an opportunity to discuss the effect of the decision on the Employee’s position. The consultation obligations under clause 53.5 apply to Employees on parental leave.
- (b) An Employee on parental leave must notify the Employer of any change in their contact details that might affect the Employer’s capacity to comply with this clause.

41.19 Employment during unpaid parental leave

- (a) In this clause —
 - (i) “keeping in touch day” has the same meaning it has in section 79A of the *Fair Work Act 2009* (Cth); and is one of a maximum of 10 days on which the Employee is employed to enable them to keep in touch with their employment in order to facilitate a return to their employment after the end of parental leave.
 - (ii) “special parental leave employment” means employment of an Employee on unpaid parental leave—

- (a) that is of an intermittent nature or for a limited specified period (special temporary employment); or
 - (b) that is casual employment (other than special temporary employment) on an hourly basis for a period not exceeding 4 weeks in any period of engagement (special casual employment).
- (b) Despite anything to the contrary in this clause, an Employee on unpaid parental leave can be employed by their Employer in special parental leave employment during that unpaid parental leave if both parties agree in writing to that employment.
- (c) Without limiting this clause, any such parental leave employment can be employment for the purposes of a keeping in touch day.
- (d) The following applies to engagement in special parental leave employment—
 - (i) only Employees covered by the *Government Officers Salaries Allowances and Conditions Award 1989* can be employed in special casual employment;
 - (ii) an Employee can only engage in special parental leave employment during a period of unpaid parental leave that is not substituted with paid leave under clause 41.17 – Interaction with other leave entitlements;
 - (iii) in the case of special temporary employment – an Employee can only be employed in connection with their substantive position;
 - (iv) in the case of special casual employment – an Employee is to be employed at a level that is commensurate with the level of the available position under this Agreement;
 - (v) the period of service in special parental leave employment does not break an Employee’s continuity of service or change the Employee’s status in regard to their substantive employment;
 - (vi) in the case of special temporary employment - the period of special parental leave employment counts as qualifying service for all purposes under this Agreement;
 - (vii) in the case of special casual employment - the period of special parental leave employment counts as qualifying service for the ordinary entitlements a casual Employee would have for engaging in casual employment, but does not count as qualifying service for all other purposes under this Agreement.
- (e) The following applies to the effect of special parental leave employment on unpaid parental leave —

- (i) the period of special parental leave employment is taken to be part of the Employee's original period of unpaid parental leave;
- (ii) an Employee who immediately resumes unpaid parental leave following a period of special parental leave employment is entitled to extend their period of unpaid parental leave by the period of that special parental leave employment (subject to giving the Employer at least 4 weeks' written notice of the new date on which they intend to complete parental leave and return to work);
- (iii) an Employee who does not immediately resume unpaid parental leave following a period of special parental leave employment cannot preserve the unused portion of leave for use at a later date.

41.20 Flexible unpaid parental leave

- (a) An Employee can take up to 30 days of their entitlement to unpaid parental leave in separate periods of one or more days each as follows ("flexible parental leave") —
 - (i) the flexible parental leave can only be taken within the period of 24 months after the birth or date of placement for adoption of the Child;
 - (ii) the flexible parental leave can be taken after the Employee takes other parental leave in connection with the same Child.
- (b) However, further unpaid parental leave (including any extension of unpaid parental leave under clause 41.16 – Extension of period of parental leave cannot be taken by an Employee after any flexible parental leave is taken by the Employee in connection with the same Child.
- (c) If an Employee takes flexible parental leave, the maximum period of parental leave to which the Employee is entitled under this clause is calculated on the basis that the Employee takes all the flexible parental leave days in a single continuous period (on the assumption that the Employee works each day that is not a Saturday or Sunday and there are no public holidays during that period).

41.21 Return to work on conclusion of parental leave

- (a) An Employee who returns to work at the end of their parental leave is entitled to be employed in—
 - (i) the same position as the substantive position they held—
 - (a) immediately before proceeding on parental leave; or
 - (b) immediately before any modification of or absence from work under clause 41.24 – Modification of duties and transfer to safe job; or
 - (ii) a comparable position.

- (b) An Employee who returns to work at the end of parental leave can work on a basis modified from the basis on which they worked immediately before proceeding on parental leave. The modified basis can be part time work, work on a job-share basis, work on different days or at different times (or both) or work on fewer days or for fewer hours (or both).
- (c) An Employee who returns to work on a modified basis can be subsequently required by the Employer to resume work on the same basis as they worked immediately before proceeding on parental leave. Any such requirement can only be made if —
 - (i) the Employer has reasonable grounds to believe that the continuation of work on that modified basis would have an adverse impact on the conduct of the Employer’s business or operations; or
 - (ii) the Child has reached the compulsory education period under section 6 of the *School Education Act 1999* (WA).
- (d) An Employee who returns to work on a modified basis can subsequently apply to the Employer to resume work on the same basis as they worked immediately before proceeding on parental leave. Any such application must be made in writing at least 4 weeks before the Employee wishes to resume work on that same basis.
- (e) The Employer must agree to any such application to resume work on the former basis, unless the Employer has reasonable grounds to believe that agreeing to the application would have an adverse impact on the conduct of the Employer’s business or operations.
- (f) The Employer must give an Employee written notice of the refusal of an application to resume work on the former basis and of the reasons for that refusal, within 21 calendar days of an application being received.
- (g) An Employee who believes that their application to resume work on the former basis has been unreasonably refused can seek to enforce it as a minimum condition of employment and in that case the Employer has the onus of demonstrating that the refusal was justified in the circumstances.

41.22 Effect of parental leave on contract of employment

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

- (e) In calculating a period of service for any purpose under this Agreement, any single continuous period of unpaid parental leave—
 - (i) is not to be taken into account if it exceeds 14 calendar days; and
 - (ii) is to be taken into account if it does not exceed 14 calendar days.
- (f) An Employee on parental leave can terminate their employment at any time in accordance with clause 8 – Resignation, Retirement, Termination and Severance of the Award.
- (g) An Employer cannot terminate the employment of an Employee on the ground that the Employee has applied for parental leave or of their absence on parental leave, but otherwise any right of the Employer to terminate employment is not affected by this clause.

Special provisions relating to pregnant Employees

41.23 Fitness for work in current position

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

41.24 Modification of duties and transfer to safe job

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

hazards connected with their current position, the Employer must, during that period —

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

41.25 Unpaid special pregnancy leave

- (a) A pregnant Employee is entitled to unpaid leave ("unpaid special pregnancy leave") during any period that the Employee is not fit for work because —
- (i) the Employee has a pregnancy related illness; or
 - (ii) the pregnancy ends without the birth of a living Child within 28 weeks before the expected date of birth.
- (b) In any such case of unfitness for work, the pregnant Employee can take any personal leave to which they are entitled instead of unpaid special pregnancy leave.

- (c) A pregnant Employee must give the Employer notice of the taking of unpaid special pregnancy leave. The notice —
 - (i) must be given as soon as practicable (whether before or after the commencement of the leave); and
 - (ii) must advise the Employer of the period or expected period of the leave.
- (d) The Employer can require the pregnant Employee to provide reasonable evidence that the Employee has become entitled under this clause to unpaid special pregnancy leave (including by the provision of a medical certificate).
- (e) The entitlement of a pregnant Employee to parental leave under this clause is not reduced by any period of unpaid special pregnancy leave taken by the Employee while pregnant.
- (f) Unpaid special pregnancy leave is not required to be taken in a continuous period with parental leave.
- (g) clause 41.22 – Effect of parental leave on the contract of employment applies to unpaid special pregnancy leave in the same way as it applies to parental leave, with any necessary modifications.

Special provisions relating to adoption

41.26 Date of placement of Child

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

41.27 Age of adopted Children

- (a) An Employee is not entitled to parental leave in connection with the adoption of a Child unless —
 - (i) the Child is (or will be) under 16 years of age as at the date or expected date of placement of the Child for adoption; and
 - (ii) the Child has not (or will not have) lived with the Employee continuously for a period of 6 months or more as at the date or expected date of placement of the Child for adoption; and
 - (iii) the Child is not (otherwise than because of the adoption) a Child or Stepchild of the Employee or the Employee’s Partner.

41.28 Additional unpaid leave in connection with adoption

- (a) An Employee seeking to adopt a Child is entitled to 2 days' unpaid leave to attend interviews or examinations required as part of the procedure for adoption.
- (b) If the Employee works or resides outside the Perth metropolitan area, the Employee is entitled to an additional day's unpaid leave for that purpose.
- (c) The Employee can take any accrued paid leave to which the Employee is entitled for that purpose instead of unpaid leave under this clause.

41.29 Termination of parental leave if adoption does not proceed

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

Partner Leave

41.30 Entitlement to Partner leave

- (a) An Employee is entitled to Partner leave while not on parental leave in connection with the birth of a Child to, or the adoption of an eligible adoptive Child by, the Employee or the Employee's Partner.
- (b) Notwithstanding clause 41.3(c), an Employee can take Partner leave when another person takes any form of parental leave in connection with the same birth or adoption.
- (c) An eligible adoptive Child is a Child —
 - (i) who is under the age of 16 years; and
 - (ii) who has not lived continuously with the Employee for 6 months or longer; and
 - (iii) who is not (otherwise than because of the adoption) the Child or Stepchild of the Employee or the Employee's Partner.
- (d) Partner leave must be taken immediately following the birth or placement of the Child for adoption.
- (e) Partner leave is to be taken (subject to available credits) as any combination of the following —
 - (i) paid parental leave;
 - (ii) paid personal leave;

- (iii) paid annual or long service leave;
 - (iv) paid accrued time off in lieu of overtime, flexi leave or banked hours;
 - (v) unpaid leave.
- (f) An Employee who accesses paid Partner leave pursuant to 41.30(e)(i) will reduce the total amount of paid parental leave they can access at 41.6 by a commensurate amount.
- (g) However, an eligible casual Employee can only take Partner leave as unpaid leave.

41.31 Period of Partner leave to which eligible Employee entitled

- (a) An eligible Employee is entitled to up to 5 weeks of Partner leave, which cannot be refused.
- (b) An eligible Employee is entitled to apply to the Employer for an extension of their Partner leave.
- (c) The period of any extension of Partner leave is to be taken as unpaid leave.
- (d) The total period of Partner leave and any extension of that leave cannot exceed 8 weeks.
- (e) An extension of Partner leave can be taken in separate periods of at least 2 weeks or, with the agreement of the Employer, of a shorter period.
- (f) The period of any extension of Partner leave must conclude within the period of 12 months after the birth or date of placement for adoption of the Child concerned.
- (g) The Employer must agree to an application for an extension of Partner leave, unless the Employer has reasonable grounds to believe that granting the leave would have an adverse impact on the conduct of the Employer's business or operations.
- (h) The Employer must give an Employee written notice of the refusal of an application for the extension of Partner leave and of the reasons for that refusal.
- (i) An Employee who believes that their application for an extension of Partner leave has been unreasonably refused can seek to enforce it as a minimum condition of employment and in that case the Employer has the onus of demonstrating that the refusal was justified in the circumstances.
- (j) An Employee has only a single entitlement, and not separate entitlements, to Partner leave for Children of a multiple birth or adoption.

41.32 Miscellaneous provisions relating to Partner leave

- (a) An Employee who intends to take Partner leave is required to give their Employer at least 4 weeks' written notice of —

- (i) the date on which the Employee proposes to commence the leave; and
 - (ii) the period of leave proposed to be taken.
- (b) An Employee who has given notice of proposed Partner leave is required to give their Employer before proceeding on leave —
 - (i) in the case of a pregnancy – a certificate from a medical practitioner confirming the pregnancy and the expected date of birth; or
 - (ii) in the case of a proposed adoption – a statement of the expected date of placement of the Child for adoption.
- (c) Partner leave taken by an Employee does not affect any entitlement the Employee or their Partner can have to parental leave. However, Partner leave that is taken by an Employee as unpaid leave counts as part of the parental leave entitlement of the Employee in connection with the birth or adoption of the Child concerned.
- (d) Any public holiday that falls during Partner leave is counted as part of that leave and does not extend the period of Partner leave.
- (e) The taking of Partner leave as personal leave does not affect an Employee’s entitlement to take more than a week’s personal leave for any purpose for which personal leave can be taken.
- (f) An Employee is not entitled to paid personal leave while on unpaid Partner leave.
- (g) Clause 41.22 – Effect of parental leave on the contract of employment applies to Partner leave in the same way as it applies to parental leave, with any necessary modifications.

Grandparental Leave

41.33 Entitlement to grandparental leave

- (a) An eligible grandparent is entitled to grandparental leave following the birth or adoption of a Grandchild of the Employee.
- (b) An eligible grandparent is an Employee who —
 - (i) is primarily responsible for the care and supervision of their Grandchild on a part time basis; and
 - (ii) provides that care and supervision during what would be the Employee’s ordinary hours of work (but for the Employee providing care to their Grandchild).
- (c) An Employee is not entitled to grandparental leave in connection with the adoption of a Grandchild unless —

- (i) the Grandchild is under the age of 5 years; and
 - (ii) the Grandchild has not lived continuously with the adoptive parents for 6 months or longer; and
 - (iii) the Grandchild is not (otherwise than because of the adoption) the Grandchild or Grand-Stepchild of the Employee.
- (d) An Employee has only a single entitlement, and not separate entitlements, to grandparental leave for Grandchildren of a multiple birth or adoption.
- (e) An Employee is not entitled to grandparental leave if they —
- (i) are a casual Employee (including an eligible casual Employee); or
 - (ii) have taken or are on parental leave in connection with the birth or adoption of the same Grandchild of the Employee.

41.34 Period of grandparental leave to which eligible Employee entitled

- (a) An eligible grandparent is entitled to 52 weeks of unpaid grandparental leave.
- (b) The period of grandparental leave —
- (i) can commence any time within 24 months after the birth or date of placement for adoption of the Employee's Grandchild; and
 - (ii) must conclude within the period of 12 months after the commencement of grandparental leave.
- (c) With the agreement of the Employer, an Employee can take grandparental leave on a part time basis, provided they are primarily responsible for the care and supervision of their Grandchild on those days the leave is taken.
- (d) If an Employee takes less than the maximum period of grandparental leave to which they are entitled, the unused balance of leave cannot be banked or preserved in any way.

41.35 Miscellaneous provisions relating to grandparental leave

- (a) An Employee who intends to take grandparental leave is required to give their Employer at least 4 weeks' written notice of —
- (i) the date on which the Employee proposes to commence the leave; and
 - (ii) the period of leave proposed to be taken.
- (b) The Employer can waive the notice period in exceptional circumstances.

- (c) The Employer can require an Employee who has given notice of proposed grandparental leave to provide reasonable evidence that the Employee is entitled to grandparental leave.
- (d) Clause 41.18 – Communication during parental leave and clause 41.22 – Effect of parental leave on the contract of employment apply to grandparental leave in the same way as they apply to parental leave, with any necessary modifications.

42. SUPERANNUATION ON UNPAID PARENTAL LEAVE

42.1 In this clause, “unpaid parental leave” means unpaid parental leave under:

- (a) clause 41.7 – Period of parental leave to which eligible Employee entitled;
- (b) clause 41.8 – Special unpaid parental leave entitlements for Employees who share responsibility for care and supervision of Child;
- (c) clause 41.14 – Parental leave where pregnancy ends without birth of living Child, the Child dies or the Child or Employee hospitalized;
- (d) clause 41.20 – Flexible unpaid parental leave; and
- (e) clause 41.25 – Unpaid special pregnancy leave.

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

42.3 Superannuation contributions made under this clause are 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, paid adoption leave or paid other parent leave for that period and in accordance with the following
 - (i) clause 41.15 – Provisions relating to payment of paid parental leave; or
 - (ii) for eligible casual Employees – an average of the hours worked by the eligible casual Employee over the preceding 12 months;
- (c) exclusive of shift and weekend penalties.

42.4 Superannuation contributions are 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.

42.5 Superannuation contributions are made in accordance with the *State Superannuation Act 2000* (WA) and the *State Superannuation Regulations 2001* (WA).

PART 7: ALLOWANCES

43. FIRST AID ALLOWANCE

43.1 For the purposes of this clause, the terms below have the following meanings:

(a) “appointed” means the Employer has obtained agreement from a suitably qualified Employee, to be assigned the position of first aid officer; to provide first aid in the workplace, as determined by the Employer.

(b) “deputy first aid officer” means a suitably qualified Employee who has been appointed by the Employer to take on first aid responsibilities in a workplace when the first aid officer is unable to do so.

(c) “suitably qualified in first aid” means holding a current statement of attainment that satisfies the national training requirement HLTAID011 – Provide First Aid. This includes, but is not limited to, the successful completion of the two day Provide First Aid – St John Ambulance Australia; or the Provide First Aid – Australian Red Cross Society training courses.

(d) “workplace” means the direct area in which the Employee has been employed to work in the ordinary course of their employment.

43.2 An Employee who has been appointed by the Employer to be the first aid officer in a workplace is paid a first aid allowance in accordance with the following table:

| Effective date | 13 June 2024 | 13 June 2025 | 13 June 2026 |
|-----------------|--------------|--------------|--------------|
| Rate (per hour) | \$0.37 | \$0.38 | \$0.40 |

The hourly rate is calculated based as 1 per cent of the gross hourly salary of a level 1.4 of the applicable year as per Schedule 2 – General Division Salaries of the PSCA.

43.3 An eligible part time Employee is entitled to this allowance on a pro rata basis.

43.4 The first aid allowance is paid to either the appointed first aid officer or the deputy first aid officer in a workplace. The deputy first aid officer is not paid the first aid allowance for any period in which the allowance is paid to the appointed first aid officer.

43.5 By agreement with the Employer, a deputy first aid officer is paid the first aid allowance where the appointed first aid officer is unable to provide first aid in the workplace. For example, where the appointed first aid officer is on annual or long service leave, or extended personal leave.

44. DISTRICT ALLOWANCE

- 44.1 This clause applies to Employees covered by the District Allowance (Government Officers) General Agreement 2010.
- 44.2 Clauses 44.3 to 44.6 of this Agreement replace clauses 9.1.4 and 9.1.5 of the *District Allowance (Government Officers) General Agreement 2010* respectively.
- 44.3 When an Employee is on approved annual leave, the Employee must, for the period of such leave, be paid the District Allowance the Employee would ordinarily be entitled to.
- 44.4 When an Employee is on approved personal leave or bereavement leave, the Employee must, for the period of such leave, be paid the District Allowance the Employee would ordinarily be entitled to a maximum of two weeks unless the Employee, Employee's dependant/s or partial dependant/s remain in the district. Where the Employee, Employee's dependant/s or partial dependant/s remain in the district the District Allowance continues to be paid.
- 44.5 Notwithstanding clause 44.4, an Employer can approve payment of a District Allowance for an Employee on approved personal leave in excess of two weeks where the Employer considers the payment being justified by the circumstances.
- 44.6 Except as otherwise provided in this clause, when an Employee is on long service leave or other approved leave with pay the Employee is only paid District Allowance for the period of such leave if the Employee, dependant/s or partial dependant/s remain in the district in which the Employee's headquarters are situated.
- 44.7 Any increase to district allowance rates resulting from negotiations between Government and Public Sector unions, including the Union, for a replacement for the *District Allowance (Government Officers) General Agreement 2010* is payable as per that replacement District Allowance General Agreement.

45. OVERNIGHT TRAVEL ALLOWANCE

- 45.1 This clause is read in conjunction with clause 40 – Travelling Allowance of the *Electorate Officers Award 1986*.
- 45.2 An Employee who travels on official business, which necessitates an overnight stay away from their usual place of residence, will be paid an allowance of \$45.00 per night for each night the Employee remains away from their usual place of residence.

PART 8: REGIONAL PROVISIONS

46. REMOTE AND ISOLATED LOCATIONS

- 46.1 For the purpose of this clause remote and isolated locations are provided at Schedule 3.
- 46.2 Where an Employee's place of work is in a remote or isolated location, as detailed in Schedule 3, they receive the following, in addition to any other benefits to which they are entitled:
- (a) remote community allowance of \$4,000 per annum, paid fortnightly;
 - (b) free housing, electricity and water;

- (c) four weeks of remote community leave for each completed year of service. Remote community leave accrues per year of service and is taken at the end of the Employee's posting to the location, unless otherwise agreed by the Employee and Employer. Absence on remote community leave counts for service for all purposes; and
- (d) upon completion of tenure at remote and isolated locations, Employees are given preference to return to a location of their choice, subject to operational requirements.

46.3 An Employee, posted to a location listed at Schedule 3 and in receipt of an attraction and retention incentive (ARI) pursuant to Public Sector Commissioner's Instruction 35 – Attraction and Retention Incentives remains entitled to the benefits of this clause that exceed the entitlements provided for by the ARI.

46.4 Where an Employee is posted to work in any location listed at Schedule 3 as their headquarters and, due to the actions of the Employer, they do not complete a full term of their posting at the location, they are entitled to receive the remote community leave set out in clause 46.2 (c) on a pro-rata basis, and the preference in accordance with clause 46.2 (d).

47. REGIONAL TRAINING AND DEVELOPMENT

47.1 Effective workforce management practices and opportunities are provided to staff employed in regional areas.

47.2 For the purposes of this clause:

- (a) "Training" includes, but is not limited to, the provision of approved, formal instruction by an Employer representative or an external provider to one or more Employees to assist them to undertake a particular role or function, or to enhance their personal skills, knowledge and/or abilities.
- (b) "Development" is the opportunity for an Employee to gain on-the-job experience and skills by working in a position other than the Employee's substantive position. Development opportunities include, but are not limited to:
 - (i) performance of duties at a higher classification level (acting);
 - (ii) secondment to another Agency at the Employee's substantive classification level or at a higher classification level; or
 - (iii) temporary deployment within the same Agency at the Employee's substantive classification level but where the duties differ from those of the Employee's substantive position.

47.3 Employers must:

- (a) Ensure Regional Employees are, as far as reasonably practicable, provided with access to Training and Development opportunities having regard to the Employer's operational requirements and opportunities provided to metropolitan based staff.

- (b) Ensure Regional Employees are offered job related Training opportunities within their local area or by agreement, in another location. The Employer must cover all costs associated with the Training activity.
 - (c) Ensure costs are covered when Employer initiated Development opportunities are provided away from the Employee's home base, to the extent of clause 40 – Travelling Allowance and clause 42 – Weekend Absence from Residence of the Award.
 - (d) Ensure 'Registered Employees', as defined in section 94(1A) of the *Public Sector Management Act 1994 (WA)*, who are located in regional areas are provided career transitional support, including ongoing professional Development opportunities.
- 47.4 Each Employer that employs people in regional areas in Western Australia must conduct a review into the accessibility of personal Development opportunities including Training and acting opportunities within 12 months of the registration of this Agreement. The findings of these reviews must be provided to the JCC.

PART 9: WORKFORCE MANAGEMENT

48 WORKING FROM HOME

- 48.1 Working from home is a flexible working arrangement available to Employees under this Agreement to support an Employee's circumstances. A notification or request made under this clause or clause 22 – Flexible Working Arrangements, must be made in writing setting out the details of the working from home arrangement sought.
- 48.2 The Employer must consider the working from home arrangement sought by an Employee. Any consideration is to be informed by the Employer's obligations under the *Equal Opportunity Act 1984 (WA)* and the requirements set out in clause 22 – Flexible Working Arrangements of this Agreement.
- 48.3 Irrespective of the number of days an Employee is permitted to work from home, a working from home arrangement does not provide for an Employee's headquarters to be moved to the Employee's home for the purposes of this Agreement or the Award.
- 48.4 Statutory requirements apply to Employees working from home as they do to Employees working at an Employer's workplace. A working from home arrangement must address:
- (a) duty of care responsibilities owed by the Employer and Employee under the *Work Health and Safety Act 2020 (WA)*; and
 - (b) all additional statutory obligations affecting the Employer/Employee relationship.
- 48.5 Employers are required to undertake a risk assessment of the work activities carried out by Employees. In carrying out any assessment, Employers must look at who and what can be affected by, and the possible effects of, the work being done from home.
- 48.6 Prior to implementing a working from home arrangement, Employers must discuss matters relevant to a working from home arrangement with Employees including; insurance, provision of equipment and tools, related overhead costs, the Employee's ordinary hours of work and

flexible working arrangements provided under this Agreement, and any agreed reasonable accommodations. Employers can only initiate a working from home arrangement once this discussion has occurred and subject to the agreement of the Employee.

- 48.7 Approved working from home arrangements can, on the request of either the Employer or Employee, be reviewed. If the working from home arrangement is to be modified, the date of the implementation of the changes is to be agreed between the parties.
- 48.8 A working from home arrangement can be terminated by either:
- (a) the Employer by giving 3 weeks' notice, where it can be substantiated the arrangement:
 - (i) is having an ongoing adverse effect on the Employee's ability to deliver on their performance objectives; or
 - (ii) can no longer be accommodated on the reasonable business grounds in accordance with clause 22.10 of this Agreement.
 - (b) an Employee by giving 3 weeks' notice.
- 48.9 A working from home policy or procedure developed by an Employer, must be consistent with the provisions of this clause and statutory obligations under relevant legislation, including but not limited to, the *Work Health and Safety Act 2020* (WA) and the *Equal Opportunity Act 1984* (WA).

Disputes

- 48.10 If an Employee wants to dispute a decision to refuse a working from home arrangement they sought and/or the process in clause 22 Flexible Working Arrangements of this Agreement, they can use the Dispute Settlement Procedure at clause 58 of this Agreement.

49. WORKLOAD MANAGEMENT

- 49.1 Employers have a duty to provide a safe and healthy work environment and must not require Employees to undertake unreasonable workloads in the ordinary discharge of their duties.
- 49.2 The objective of this clause is to ensure workload allocation is fair, manageable and without risk to health and safety.
- 49.3 Employers must take reasonable steps to ensure that Employees:
- (a) do not work excessive or unreasonable hours;
 - (b) can clear annual leave; and
 - (c) are paid or otherwise recompensed for work as provided for under the Award and this Agreement.
- 49.4 Employees are required to perform, attain or sustain a standard of work that can be reasonably expected of them.

49.5 Relevant indicators of workload must be monitored and recorded by the Employer on an ongoing basis. Indicators include but are not limited to:

- (a) nature of work;
- (b) work patterns;
- (c) hours of work including accrued RDOs, level of credit and banked hours, credit and banked hours lost each settlement period and overtime;
- (d) levels of accrued annual and long service leave;
- (e) environment in which work is performed;
- (f) volume of work;
- (g) level of performance;
- (h) turnover;
- (i) accident rate;
- (j) workers' compensation claims lodged;
- (k) personal leave usage;
- (l) early retirement records;
- (m) referral rates to Employee Assistance Program providers and general feedback regarding workload issues, if raised, from counsellors;
- (n) exit information regarding workload, if raised; and
- (o) summary information on the results of Employee workload surveys if conducted.

49.6 Where Employee performance issues are identified these are managed in accordance with an Employer's performance management policy and consider:

- (a) training and development;
- (b) application of skill and competencies;
- (c) capacity to perform at a required level;
- (d) individual accountability; and
- (e) communication and feedback.

- 49.7 With the exception of identified Employee performance issues, any workload issues, including workload indicators and the associated monitoring and recording of those indicators, must be dealt with as a function of the JCC.
- 49.8 Any disputes in relation to this clause are to be resolved in accordance with clause 58 – Dispute Settlement Procedure of this Agreement.
- 49.9 Where potential workload issues are identified by the Union or the Employer, a review team is to be convened within 21 days of a written request from either party. The review team is made up of representatives nominated by the Employer and the Union.
- 49.10 Once established, the review team must conduct a workload survey of affected Employees covered by this Agreement.
- 49.11 The review team determines the content and scope of the workload survey based upon relevant criteria stated in clause 49.5.
- 49.12 A workload survey can only be conducted where one has not been completed in the previous 12 months.
- 49.13 The collated results of the survey, together with the report outlining the findings of the review team, must be provided to the parties to this Agreement within two months of the commencement of the survey.
- 49.14 Broader consultation on the workload survey results, and the findings of the review team can be undertaken through the JCC.

Responding to work-related information and communications outside of work hours

- 49.15 In this clause:
- (a) “Business-critical matters” means any situation which is unexpected and requires an immediate response in relation to which the Employee’s expertise, advice or assistance is required to enable an Employer to perform its primary function.
 - (b) “Genuine welfare and safety matters” means serious matters likely to have an imminent effect on the welfare and/or safety of the Employee.
 - (c) “Work-related communications” include all communication concerning work matters that are not business critical or genuine welfare and safety matters sent via SMS, teams messages, phone-calls, or any other means of technological communication, to a personal or work issued phone, computer or other device.
- 49.16 The Employer is committed to minimising work-related communications to support work/life balance for Employees, whilst ensuring operational needs are met.
- 49.17 Managers and supervisors recognise Employees are not required to access or respond to work-related communications sent outside an Employee’s ordinary or rostered hours, unless there is a business-critical matter or genuine welfare and safety matter.

- 49.18 Employees cannot be penalised or otherwise disadvantaged for choosing not to engage, respond or access work-related communication or communication technologies outside their ordinary or rostered working hours.
- 49.19 This clause does not apply where an Employee has provided contact details for the purpose of being notified for available casual or overtime shift work.

50. HEALTH AND SAFETY REPRESENTATIVES

Health and Safety Representatives Training

- 50.1 The provisions of this clause shall be read and interpreted in conjunction with the *Work Health and Safety Act 2020* (WA) and *Work Health and Safety (General) Regulations 2022* (WA). To the extent this clause provides for more generous entitlements, this clause will apply.
- 50.2 The Employer acknowledges the importance of ensuring Health and Safety Representatives are provided with work health and safety training.
- 50.3 The Employer will proactively facilitate the training of Health and Safety Representatives within the timeframes specified in the following table:

| Training Course | Timeframe |
|---|---|
| Initial training course of up to five days. | Within three months of the Health and Safety Representative being elected. |
| Refresher training course of up to one day. | One year after the initial course, followed by once each subsequent year appointed. |

- 50.4 Where a Health and Safety Representative does not request to attend a training course in work health and safety as per section 72(c) of the *Work Health and Safety Act 2020* (WA), the Representative will attend a training course provided by Unity Training Services, subject to:
- (a) Unity Training Services being a training provider as approved by the Work Health and Safety Commission;
 - (b) the Health and Safety Representative being required to attend the training course under the *Work Health and Safety Act 2020* (WA) or *Work Health and Safety (General) Regulations 2022* (WA); and
 - (c) the Employer meeting their obligations under the *Financial Management Act 2006* (WA).
- 50.5 The Employer will:
- (a) allow a Health and Safety Representative paid time off work to attend training;
 - (b) ensure the Health and Safety Representative is paid in full, including any shift penalties that they would otherwise be entitled to receive for performing the representative's normal duties during the time taken to facilitate their attendance;
 - (c) ensure any Health and Safety Representative that is a shift worker is given adequate rest before and/or after any shift prior to or after their attendance, and the

facilitation of such rest shall not require the shift worker to use any form of leave, paid or otherwise; and

- (d) pay the course fees and any other reasonable costs associated with a Health and Safety Representative's attendance.

Health and Safety Representatives Records

- 50.6 The Employer must maintain a Health and Safety Representatives Register (Register).
- 50.7 The Register is to record the following information for each health and safety representative in the Department/Organisation:
 - (a) name;
 - (b) work branch/division (as appropriate);
 - (c) work location;
 - (d) job title/occupation;
 - (e) date of election as an health and safety representative; and
 - (f) training details on completion of relevant Health and Safety Representatives training courses, including:
 - (i) the name of the training provider; and
 - (ii) training dates for initial and refresher courses.
- 50.8 The Employer must provide a copy of the Register to the Union every six months.
- 50.9 The Register is to be submitted to the Executive Director GSLR on 31 January each year, for the previous year.

51. PREVENTING INAPPROPRIATE WORKPLACE BEHAVIOUR AND BULLYING IN THE WORKPLACE

- 51.1 The parties are committed to preventing inappropriate behaviour and bullying in the workplace to create a safe and healthy work environment. The Employer and Employees will take all reasonable steps to:
 - (a) foster a culture of respect in the workplace; and
 - (b) ensure all Employees are treated appropriately and not subject to bullying.
- 51.2 To prevent inappropriate behaviour at work, issues of bullying or harassment should be dealt with as soon as they arise. Where possible and safe to do so, Employees are encouraged to raise the issues with any or all of the following:
 - (a) Manager/Employer;

- (b) health and safety representative; or
- (c) human resources department.

51.3 The Employer will provide the appropriate level of support to Employees who raise concerns about bullying and harassment in the workplace, including access to confidential support and counselling via the Employer's Employee Assistance Program.

52. UNION FACILITIES

Inductions

52.1 In addition to the provisions contained in clause 27(5)(d) – Facilities for Union Representatives of the Award, the Employer must provide the Union with time to discuss the benefits of Union membership with new Employees as part of the Employee's 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.

Union Meetings

52.2 Subject to reasonable notice being provided to the Employer:

- (a) Employees are granted paid time off to attend up to four meetings per calendar year of up to one hour's duration at the workplace held by the Union;
- (b) where a meeting exceeds one hour, any absence is without pay for that part of the meeting which exceeds one hour; and
- (c) to conduct these meetings the Union, upon written request, is given access to a private facility at the workplace for the duration of each meeting, if such a facility is reasonably available at the workplace.

Notification of new Employees

52.3 Unless otherwise agreed, the Employer must 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 address, and business phone number where available.

Provision of Agency Structure Information

52.4 The Employer will provide the Union with a current version of their Organisational Structure in the first fortnight of each financial year. The Union can request additional details about the Organisational Structure, and the Employer will approve all reasonable requests.

PART 10: CONSULTATIVE MECHANISMS AND REVIEW

53. CONSULTATION AND JOINT CONSULTATIVE COMMITTEE

Consultation on Proposals for Change

- 53.1 The provisions of this clause are read in conjunction with clause 41 - Consultation of the Award.
- 53.2 For the purposes of this clause the terms below have the following meanings:
- (a) "change" means situations where the Employer proposes to make a change or changes likely to affect existing practice/s, working conditions or employment prospects of Employees. For the avoidance of doubt, the adoption of artificial intelligence or assistive technologies can be a situation that constitutes a change.
 - (b) "consultation" means a process that involves the timely exchange of relevant information and the opportunity for discussions between the parties on matters relevant to a proposed change. These discussions are to provide the Union and Employees with a genuine opportunity to contribute to the decision-making process.
- 53.3 The parties acknowledge that decisions continue to be made by the Employer who is responsible and accountable to Government for its effective and efficient operation.
- 53.4 Employers will refer to the WA Government Artificial Intelligence Policy and Assurance Framework when developing or using Artificial Intelligence tools.
- 53.5 The parties agree that:
- (a) Consultation must occur prior to the Employer's decision to make a change.
 - (b) The Employer must notify the Union and Employees who could be affected by a proposed change as soon as practicable. To enable genuine consultation to occur, the notification must be in writing and include, at a minimum, the nature of the proposed change and the effects it is likely to have on Employees.
 - (c) The consultation discussion must commence as soon as possible after the Employer notifies the Union and affected Employees of the proposed change.
 - (d) The consultation process must be open and transparent and apply the following principles:
 - (i) Employers must ensure appropriate mechanisms and communication channels are in place to facilitate consultation;
 - (ii) the Employer and the Union must provide all reasonable and relevant information except confidential commercial, business or personal information, the release of which can seriously harm a party or individual;
 - (iii) information provided must be clear and with sufficient background information available so that issues are understood;
 - (iv) Employers must assess the impacts of change broadly;

- (v) throughout the consultation process, the Employer must provide adequate time, resources and support for information to be considered by affected Employees and the Union and for consultation to occur; and
- (vi) once a change is implemented, the Employer must evaluate and review the change and inform the Union of the review outcomes.

53.6 Where the Employer is proposing change that can result in surplus Employees, they must provide information on their overall workforce composition to the Union and the likely affected Employees as soon as possible. This includes, but is not limited to, data on the use of fixed term contract Employees, casual Employees, labour hire Employees and contractors including the:

- (a) number of Employees or persons engaged in each category;
- (b) position or duties being undertaken by each Employee or person engaged;
- (c) reason for the arrangement or employment;
- (d) total duration of each arrangement or employment (including successive contracts); and
- (e) expiry date of contracts (excluding for casual Employees).

Joint Consultative Committee

53.7 Effective communication is necessary to improve the business/operational performance and the working environment in Agencies.

53.8 The parties confirm their ongoing commitment to the Joint Consultative Committee (JCC) process.

53.9 Each Agency must have a JCC, for the purposes of consultation under this Agreement, comprising of the Employer or their nominee, Employer nominated representatives and Union nominated representatives, unless it is otherwise agreed between the Employer and the Union to effect consultation through some other means.

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

53.11 The JCC determines its own operating procedures.

53.12 JCCs are a forum for consultation on issues such as:

- (a) development of workload management tools;
- (b) industrial issues;
- (c) fixed term contract employment, casual employment and labour hire usage;
- (d) changes to work organisation and/or work practices occurring in the workplace;

- (e) Employer implementation of recommendations from Government decisions, policies and initiatives; and
- (f) Employer implementation of other aspects of this Agreement.

53.13 The consultation process must comply with the parameters set out in clause 53.5.

53.14 Matters not resolved through the JCC can be referred to the provisions of clause 58 – Dispute Settlement Procedure of this Agreement.

54. PEAK CONSULTATIVE FORUM

54.1 The Employer recognises the establishment of a Peak Consultative Forum (PCF) comprising of senior representatives from the Union, GSLR, PSC and other agencies as required and that the PCF is established for the purposes of consultation on cross-sector matters including the implementation of this Agreement.

54.2 The parties acknowledge that decisions will continue to be made by the Employer who is responsible and accountable to Government for the effective and efficient operation of the electorate office.

Artificial Intelligence

54.3 The use of artificial intelligence and/or assistive technologies in the workplace is to be discussed in the PCF.

Gender Pay Equity

54.4 Evidence suggesting the existence of Employer-based or cross-sector issues contributing to gender pay inequity can be raised for discussion in the PCF. Discussions must consider appropriate mechanisms for review. Reviews established under this clause must be considered by PCF who can jointly submit findings and recommendations to Government.

55. REVIEW INTO A DISCOUNTED PUBLIC TRANSPORT SCHEME

55.1 Government recognises that increased use of public transport has environmental, social and economic benefits and seeks to implement a scheme for Employees that provides more affordable access to public transport. Government wishes to consider options that deliver benefits to Employees and attract minimal implementation, ongoing compliance monitoring and other costs.

55.2 The parties acknowledge the Public Transport Scheme Working Group has submitted a final evaluation report, including recommendations, to Government for consideration and implementation of appropriate recommendations.

56. AMALGAMATION OF PUBLIC SECTOR CSA AGREEMENTS

56.1 The parties acknowledge that significant work has been undertaken with the aim of restructuring and amalgamating existing Public Sector CSA agreements. The shared aim is to provide consistent conditions across the sector where possible.

56.2 The parties will explore opportunities to facilitate this consistency in the replacement agreement.

57. RESERVED MATTERS/LIBERTY TO APPLY

57.1 Notwithstanding clause 7 – No Further Claims of this Agreement, the parties agree to negotiate the following possible variations to this Agreement during its life:

(a) variations to clause 53 – Consultation and Joint Consultative Committee of this Agreement.

57.2 The parties agree within 12 months from registration to include provisions relating to unpaid parental leave in clause 41, to harmonise these provisions with the *Fair Work Act 2009* (Cth) National Employment Standards at Divisions 5 of Part 2-2.

57.3 If the parties reach agreement, this Agreement will be varied via section 43 of the *Industrial Relations Act 1979* (WA).

57.4 The parties will also consider the possibility of varying the notification of change and consultative mechanism provisions of the Award.

58. DISPUTE SETTLEMENT PROCEDURE

58.1 Any questions, difficulties or disputes arising in the course of the employment of Employees covered by this Agreement must be dealt with in accordance with this clause.

58.2 The Employee can be accompanied by a Union representative during all stages of this procedure.

58.3 The Employee/s and the manager with whom the dispute has arisen must discuss the matter and attempt to find a satisfactory solution within three working days.

58.4 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.

58.5 If the dispute is still not resolved, it can be referred by the Employee/s or Union representative to the Employer or Employer nominee.

58.6 Where the dispute cannot be resolved within five working days of the Union representative's referral of the dispute to the Employer or Employer nominee, either party can refer the matter to the WAIRC.

58.7 The period for resolving a dispute can be extended by agreement between the parties.

58.8 Notwithstanding the operation of clauses 58.3 – 58.6, questions, difficulties or disputes involving multiple Employees can be raised by the Union directly with the Employer or the Employer's nominated representative.

- 58.9 If a dispute is raised by the Union via clause 58.8, the parties must make a genuine attempt to reach an agreed solution. If the dispute cannot be resolved, either party can refer the dispute to the WAIRC for conciliation or, where appropriate, arbitration.
- 58.10 Nothing in this clause constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008* (WA).


PART 11: SCHEDULES TO THIS AGREEMENT

SCHEDULE 1: SIGNATURES OF PARTIES


Signature


30.01.25
Date

Melanie Bray
General Secretary
The Civil Service Association of Western Australia (Inc)


Signature

3.2.2025
Date

Hon. Alanna Clohesy MLC
President of the Legislative Council


Signature

3.2.2025.
Date

Hon. Michelle Roberts MLA
Speaker of the Legislative Assembly

SCHEDULE 2: SALARIES

| Level | Current Salary | 2024 salary Effective from 13 June 2024 | 2025 salary Effective on and from 13 June 2025 | 2026 salary Effective on and from 13 June 2026 |
|----------|----------------|---|--|--|
| 1st Year | \$87,712 | \$92,098 | \$95,782 | \$99,134 |
| 2nd Year | \$89,853 | \$94,346 | \$98,120 | \$101,554 |
| 3rd Year | \$92,057 | \$96,660 | \$100,526 | \$104,044 |
| 4th Year | \$96,307 | \$101,122 | \$105,167 | \$108,848 |
| 5th Year | \$99,175 | \$104,134 | \$108,299 | \$112,089 |
| 6th Year | \$102,156 | \$107,264 | \$111,555 | \$115,459 |
| 7th Year | \$105,254 | \$110,517 | \$114,938 | \$118,961 |

SCHEDULE 3: REMOTE AND ISOLATED LOCATIONS

| Central Desert and Kimberley | |
|-------------------------------------|----------------------------|
| 1. | Balgo |
| 2. | Bayulu |
| 3. | Billiluna (Mindibungu) |
| 4. | Dampier Peninsula |
| 5. | Dawul |
| 6. | Djugerari |
| 7. | Fitzroy Crossing |
| 8. | Gibb River Station |
| 9. | Halls Creek |
| 10. | Imintji |
| 11. | Jungdranung |
| 12. | Kalumburu |
| 13. | La Grange (Bidyadanga) |
| 14. | Lombadina |
| 15. | Looma |
| 16. | Mount Barnett (Kupungarri) |
| 17. | Mount Elizabeth |
| 18. | Mount House |
| 19. | Mulan |
| 20. | Muludja |
| 21. | Ngalapita |
| 22. | Noonkanbah |
| 23. | Oombulgurri |
| 24. | One Arm Point (Ardyaloon) |
| 25. | Wananami |
| 26. | Wangkatjungka |
| 27. | Warburton |
| 28. | Warmun |
| 29. | Wyndham |
| 30. | Yungngora |
| Pilbara | |
| 31. | Jigalong |
| 32. | Kunawarritji (Well 33) |
| 33. | Marble Bar |
| 34. | Nullagine |
| 35. | Onslow |
| 36. | Parngurr (Cotton Creek) |
| 37. | Punmu |
| 38. | Strelley Station |
| 39. | Warralong |

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| 40. | Yandeyarra |
| Midwest and Gascoyne | |
| 41. | Burringurrah |
| 42. | Abrolhos (Houtman) Islands |
| 43. | Gascoyne Junction |
| 44. | Pia Wadjarri |
| 45. | Useless Loop |
| 46. | Yulga Jinna |
| Wheatbelt and Great Southern | |
| 47. | Bremer Bay |
| 48. | Cervantes |
| 49. | Lake Varley |
| Nullarbor and Goldfields-Esperance | |
| 50. | Blackstone (Papulankutja) |
| 51. | Kintore |
| 52. | Laverton |
| 53. | Leonora |
| 54. | Mt Margaret |
| 55. | Warakuna/Docker River |
| 56. | Wiluna |
| 57. | Yilka (Cosmo Newbery) |
| 58. | Ngaanyatjarra Lands, including: Jameson, Tjukurla, Wanara, Wingellina, and Tjuntjuntjara (Paupiyale Tjarutja) |