

MAIN ROADS CSA ENTERPRISE AGREEMENT 2024

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	MAIN ROADS WESTERN AUSTRALIA	
		APPLICANT
	-v-	
	THE CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA INC.	
		RESPONDENT
CORAM	COMMISSIONER T KUCERA	
DATE	WEDNESDAY, 12 FEBRUARY 2025	
FILE NO/S	PSAAG 2 OF 2025	
CITATION NO.	2025 WAIRC 00077	

Result	Agreement registered
Representation	
Applicant	Main Roads Western Australia
Respondent	The Civil Service Association of Western Australia Inc.

Order

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

AND WHEREAS I am satisfied that the *Main Roads CSA Enterprise Agreement 2024* (**agreement**) meets the requirements of the *Industrial Relations Act 1979* (WA) and that it should be registered;

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

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

1. THAT the agreement made between the parties filed in the Registry of the Commission on 12 February 2025 as amended and titled the *Main Roads CSA Enterprise Agreement 2024*, that is attached to this order, be registered as an industrial agreement with effect from the date of this order.

2. THAT the *Main Roads CSA Enterprise Agreement 2024* replaces the *Main Roads – CSA – Enterprise Agreement 2022*, which by operation of s 41(8) of the Act is hereby cancelled.

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

COMMISSIONER T KUCERA

OFFICIAL

MAIN ROADS CSA ENTERPRISE AGREEMENT 2024

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PART A PURPOSE AND OBJECTIVES

1. TITLE

- 1.1. Main Roads CSA Enterprise Agreement 2024.

2. PURPOSE

- 2.1. The purpose of this Agreement is to facilitate a working environment that encourages the fulfilment of individual and corporate goals. The Agreement seeks to ensure that we have people with the right skills and values to achieve our corporate objectives and provide leadership in a dynamic operating environment.

3. OBJECTIVES

- 3.1. This Agreement acknowledges the environment in which Main Roads Employees operate, as we build a working environment that is recognised as an 'Employer of Choice' within our industry and build our capability by:
- (a) Attracting and retaining the right people in the right place at the right time.
 - (b) Encouraging Employees to live and work in the regions.
 - (c) Addressing our ageing workforce profile.
 - (d) Providing a workplace that is flexible and family friendly, and supportive of our 'family' Value.
 - (e) Facilitating an environment that supports learning and development.
 - (f) Empowering Managers to recognise the commitment of Employees.
 - (g) Encouraging innovation.
 - (h) Providing competitive, fair and sustainable remuneration.
 - (i) Building relationships both within Main Roads and with the community.
 - (j) Promoting the concept of the 'One Main Roads' ethos, with emphasis on alignment of employment conditions across the organisation.

4. MAIN ROADS ROLE AND ASPIRATION STATEMENT

The Role of Main Roads

- 4.1. We are one of the largest geographically spread road agencies in the world. Responsible for an area of more than 2.8 million square kilometres and managing assets valued at over \$54 billion. We support the needs of all road users across the State by working closely with our Portfolio partners and Local Government in planning, building and maintaining an integrated and efficient world class road transport network.

Aspiration Statement

- 4.2. To provide world class outcomes for the customer through a safe, reliable and sustainable road-based transport system.

5. MAIN ROADS VALUES

Roads Matter

- 5.1. Taking pride in managing the road network for the benefit of the community.

Embracing Challenge

- 5.2. Anticipating and taking up challenges.

Excellence in Customer Service

- 5.3. Going to extraordinary lengths to understand and provide what is important to our customers.

Working Together

- 5.4. Striving to enhance relationships and achieve excellence.

Professionalism

- 5.5. Providing high levels of expertise and experience in delivery services.

Family

- 5.6. Respecting and supporting our customers, the community and each other.

6. DIVERSITY

- 6.1. Main Roads is committed to promoting and supporting workplace diversity and inclusion, creating an environment that values the contributions of people with different experiences and perspectives regardless of their race, gender identity, sexual orientation, intersex status, age, disability, culturally and linguistically diverse backgrounds. Main Roads is an inclusive organisation that values fairness, equity and diversity, consistent with its Values and Code of Conduct.

7. LEARNING AND DEVELOPMENT

- 7.1. Main Roads is committed to the ongoing development of the skills, knowledge and experience of its Employees. Establishing a learning culture is an important part of ensuring Main Roads remains an innovative and flexible organisation.

- 7.2. Main Roads must provide its Employees with the development they need to do their jobs and offer support for career aspirations. Learning and development can take a variety of forms, such as:

- (a) On the job development, including opportunities to gain new skills through projects or the involvement in cross-functional teams (internal alliances);
- (b) Undertaking regional development;
- (c) Attending training courses or participation in some of our Learning & Development Programs;
- (d) Establishing a mentoring relationship to learn through the experience of others;

- (e) Attending conferences and professional workshops including courses and conferences that earn professional development points;
- (f) Participating in secondments or exchanges;
- (g) Part-time study, supported through Award provisions; and
- (h) Anything else that encourages development and also provide some benefit to Main Roads (including professional development opportunities).

7.3. If an Employee undertakes an approved training course that has the potential for accreditation towards a qualification, that Employee is encouraged to undergo the formal assessment to provide recognition for the newly acquired competencies.

Performance and Development Plan

7.4. A Performance and Development Plan provides the opportunity for each Employee to spend some time discussing their work and development with their Manager.

7.5. Based on their Performance and Development Plan, each Employee is able to formalise a plan with their Manager to undertake training, and expand their skills and knowledge in areas that contribute to their job. A Performance and Development Plan can also provide the opportunity for the Employee to undertake some professional development.

7.6. All Employees covered by this Agreement must develop a Performance and Development Plan with their Manager. Formalising a Performance and Development Plan is an important part of the performance management process.

Scholarship Program

7.7. The Main Roads Scholarship Program is designed to build and expand the capability of Employees in key areas of our business by providing sponsored opportunities for further education and learning. Generally, this involves Main Roads contributing to the financial costs associated with study as well as access to study leave.

7.8. The Main Roads Scholarship Program Policy provides an overview of the program, including the process for the identification of scholarship areas, as well as the application process and guidelines for participation in the scholarship program.

PART B TECHNICAL AND GENERAL

8. PARTIES TO THE AGREEMENT

8.1. The parties to this Agreement are:

- (a) The Employer, and
- (b) The Union

9. APPLICATION AND SCOPE

9.1. This Agreement replaces and cancels the *Main Roads – CSA – Enterprise Agreement 2022*.

9.2. This Agreement applies to all Employees working in Main Roads who are members or eligible to be members of the Union, except those covered by the *Main Roads APEA Enterprise Bargaining Agreement 2024*.

9.3. At the date of registration the number of Employees eligible to be covered by this Agreement is approximately 1333.

10. COMMENCEMENT AND DURATION

10.1. This Agreement operates from the date of registration and remains in operation until 31 January 2027.

10.2. The parties agree to re-open negotiations for a replacement Agreement at least 6 (six) months prior to the expiry of this Agreement with a view to implementing a replacement Agreement, operative from 1 February 2027.

11. NO FURTHER CLAIMS

11.1. The parties to this Agreement undertake that, for its term, salary increases cannot be sought or granted other than for those provided under the terms of this Agreement. This includes salary adjustments arising out of State Wage Cases. Such increases are absorbed in the salaries set out in this Agreement.

11.2. The parties to this Agreement undertake that, for its term, further claims cannot be made on matters contained in this Agreement except where specifically provided for.

12. VARIATION OF AGREEMENT

12.1. Unless specified otherwise in this Agreement, the rates or specifications for allowances expressed in the following clauses are varied in accordance with movements in the same allowances in the *Government Officers Salaries, Allowances and Conditions Award 1989*:

- (a) clause 59 – District Allowance
- (b) clause 61 – Meals and Accommodation
- (c) clause 63 – Travel
- (d) clause 64 – Relocation

- (e) Attachment B – Meal and Accommodation Allowances
- (f) Attachment D – Motor Vehicle Allowance
- (g) Attachment G - Part II Meals (Award Schedule I)

13. RELATIONSHIP TO AWARDS AND AGREEMENTS

- 13.1. This Agreement displaces the *Public Sector CSA Agreement 2024* (or its replacement) in respect to Main Roads as a respondent to that agreement.
- 13.2. The relevant Award is the *Government Officers Salaries, Allowances and Conditions Award 1989*.
- 13.3. This Agreement is read in conjunction with the Award. In the case of any inconsistencies, this Agreement has precedence to the extent of the inconsistencies.

14. INTERPRETATION AND DEFINITIONS

“Agreement”	means this <i>Main Roads CSA Enterprise Agreement 2024</i> .
“Award”	means the <i>Government Officers Salaries, Allowances and Conditions Award 1989</i> .
“Base Location”	means the location, depot or office specified to the Employee by Main Roads at the time of employment or Transfer.
“Cadet”	means an Employee engaged for a cadetship under an agreement that can include a period of service in the employment after the cadetship.
“Casual Employee”	means an Employee engaged by the hour.
“Child” and “Grandchild”	is read as including children of multiple birth or adoption.
“Commissioner”	means the Commissioner of Main Roads or the Deputy Commissioner appointed in accordance with Section 7 of the <i>Main Roads Act 1930</i> (WA) or as amended at any time.
“Development Employee”	means a Graduate, an Engineering Associate, a Clerical or Technical, Trainee, a Cadet or a Scholarship Student undertaking a Development Employee Program.
“Employee”	means those Employees eligible to be covered by this Agreement.
“Employer”	means the Commissioner of Main Roads Western Australia.
“Fixed Term Employee”	means an Employee who is employed on a full time or part-time basis on a contract of service for a specified duration.
“Manager”	means a person with day-to-day responsibility for the management of the Employee.
“Main Roads”	means the Commissioner of Main Roads Western Australia.
“Metropolitan Area”	means the area within a radius of 50 kilometres from Perth City Railway Station.
“Ordinary Rate of Pay”	means the rate of pay as provided for within Attachment A – Salary Rates of this Agreement.
“Partner”	means a person who is a spouse or a de facto Partner.

- “Part-time Employee” means an Employee engaged in part-time employment.
- “Permanent Employee” means an Employee employed on an ongoing basis.
- “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).
- “Scholarship Student” means a person engaged on a scholarship program under an agreement that can include a period of service in the employment of Main Roads during vacation periods and /or after the scholarship program has been successfully completed.
- “Union” means the Civil Service Association of Western Australia (Incorporated).
- “Work Team” means the team the Employee is assigned to work with from time to time.

The following definitions relate specifically to clause 64.3 - Property Allowance

- “Agent” means a person carrying on business as an estate agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.
- “Dependant” in relation to an Employee means:
- (a) a Partner;
 - (b) Child/Children; or
 - (c) other dependent family;
- who resides with the Employee and who relies on the Employee for support.
- “Expenses” In relation to an Employee means all costs incurred by the Employee in the following areas:
- (a) legal fees paid to a solicitor or in lieu thereof fees charged by a Settlement Agent, for professional costs incurred in respect of the sale or purchase, the maximum fee to be claimed is set out in the Solicitors Cost Determination for non-contentious business matters made under section 133 of the *Legal Profession Uniform Law Application Act 2022* (WA).
 - (b) disbursements duly paid to a solicitor or a Settlement Agent necessarily incurred in respect of the sale or purchase of the residence;
 - (c) real estate agent's commission in accordance with that fixed by the Real Estate and Business agents Supervisory Board, acting under Section 61 of the *Real Estate and Business Agents Act 1978* (WA), duly paid to an agent for services rendered in the course of and incidental to the sale of the property, the maximum fee claimable is fifty percent (50%) as set out under

Items 1 or 2 Sales by Private Treaty or Items 1 or 2 Sales by Auction of the Maximum Remuneration Notice;

- (d) stamp duty;
- (e) fees paid to the Registrar of Titles or to the Employee performing duties of a like nature and for the same purpose in another State of the Commonwealth;
- (f) Expenses relating to the execution or discharge of a first mortgage;
- (g) the amount of Expenses reasonably incurred by the Employee in advertising the Residence for private sale.

“Locality”

In relation to an Employee means:

- (a) within the Metropolitan Area, that area within a radius of 50 kilometres from the Perth City Railway Station; and
- (b) outside the Metropolitan Area, that area within a radius of 50 kilometres from an Employee's headquarters when they are situated outside of the Metropolitan Area.

“Property”

means a "Residence" as defined in this clause, including a block of land purchased for the purpose of erecting a residence thereon to the extent that it represents a normal urban block of land for the particular locality.

“Residence”

means including any accommodation of a kind commonly known as a flat or a home unit that is, or is intended to be, a separate tenement, including dwelling/house, and the surrounding land, exclusive of any other commercial property, as would represent a normal urban block of land for the particular locality.

“Settlement Agent”

means a person carrying on business as Settlement Agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.

“Transfer” or “Transferred”

means a permanent Transfer or permanently Transferred.

The following definitions relate specifically to clause 65- Special Conditions for Remote Locations (Regional Initiatives)

“Dependant”

In relation to an Employee receiving a District Allowance means:

- (a) a Partner; or
- (b) where there is no Partner, a Child or any other relative of the Employee, resident within the State, who relies on the Employee for their main financial support;

who do not receive a district or location allowance of any kind from any source.

The following definitions relate specifically to clauses 15.1 – 15.2 Statements of Government Preference, clauses 15.4 – 15.5 Surplus Employees and clauses 15.31 – 15.38 – Redeployment and Redundancy

- “Redeployment Period”* means the redeployment period as defined by regulation 28 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA).
- “Registered Employee”* means a registered Employee as defined by section 94(1A) of the *Public Sector Management Act 1994* (WA).
- “Registrable Employee”* means a registrable Employee as defined by section 94(1A) of the *Public Sector Management Act 1994* (WA).
- “Suitability”* means suitable office, post or position or suitable employment as defined by section 94(6) of the *Public Sector Management Act 1994* (WA) as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA).
- “Suitable Office, Post or Position”* and *“Suitable Employment”* have the meaning given in section 94(6) of the *Public Sector Management Act 1994* as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- “Surplus Employee”* means either a Registrable Employee or a Registered Employee employed by Main Roads.
- “Suspend”* means to suspend the continuance of an Employee’s Redeployment period in accordance with regulation 29 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA).

15. CONTRACT OF EMPLOYMENT

Direct and Permanent Employment

Statements of Government Preference

15.1. Main Roads recognises that:

- (a) direct employment is the preferred form of engagement, noting this may not be practicable or financially achievable in all circumstances; and
- (b) permanent employment is the preferred mode of employment for Employees covered by this Agreement.

15.2. Main Roads recognises that casual employment, labour hire and other contract for service arrangements are not the preferred methods for delivery of services and must work towards minimising the use of casual employment, labour hire and other contract for service arrangements.

Joint Consultative Committee Access to Information

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

Surplus Employees

- 15.4. Prior to engaging, or extending the engagement of, a labour hire employee, or otherwise entering into a new or extended labour hire arrangement, Main Roads must first consider whether any permanent Surplus Employees can undertake the role or duties required. All duties undertaken by labour hire employees must be assessed every three (3) months for the possibility of a Surplus Employee instead undertaking the role or duties. If a permanent Surplus Employee can undertake the role or duties, they must be offered the employment.
- 15.5. Where more than one appropriate permanent Surplus Employee exists, the following hierarchy applies for access to the role or duties:
- (a) Surplus Employees are considered first;
 - (b) if no Surplus Employees are suitable, Registered Employees from other employing authorities are considered; and
 - (c) if no Registered Employees from other employing authorities are suitable, Registrable Employees from other employing authorities are considered.

Probationary Period

- 15.6. New Permanent Employees are on probation for a period not exceeding six (6) months. However, Employees appointed from the Public Sector who have at least six (6) months' continuous satisfactory service immediately prior to their permanent appointment are not required to serve a probationary period.
- 15.7. At any time during the period of probation Main Roads can annul the appointment and terminate the services of the Employee by the giving of one (1) week's notice or payment in lieu thereof.
- 15.8. Prior to the expiry of the period of probation Main Roads must complete a report in respect to the Employee's level of performance, efficiency, conduct and:
- (a) confirm the appointment;
 - (b) extend the period of probation for up to six (6) months; or
 - (c) allow the probationary employment to lapse.
- 15.9. Where Main Roads extends the period of probationary employment the contract of employment can be terminated as set out in clause 15.7.
- 15.10. Main Roads can summarily dismiss a probationary Employee deemed guilty of gross misconduct or neglect of duty and the Employee is not entitled to any notice or payment in lieu of notice.

Termination of Employment

- 15.11. An Employee must provide one (1) calendar month's written notice of the Employee's intention to terminate employment. An Employee who fails to give the required notice forfeits a sum of \$500.00. Such monies can be withheld from monies due on termination.

- 15.12. One (1) month's written notice must be given by Main Roads to an Employee. Provided that Main Roads can pay the Employee one (1) month's salary in lieu of notice.
- 15.13. Notwithstanding any of the other provisions contained in clauses 15.11 to 15.12 a lesser period of notice can be negotiated between Main Roads and the Employee.
- 15.14. Main Roads can summarily dismiss an Employee deemed guilty of gross misconduct or neglect of duty and the Employee is not entitled to any notice or payment in lieu of notice.
- 15.15. Main Roads must grant Employees identified as a Surplus Employee reasonable paid leave, inclusive of travel time, to attend;
- (a) employment interviews; and
 - (b) career counselling of a kind approved by Main Roads;
- for the purpose of seeking alternative employment.

Notice of Termination by Main Roads for Employees Over 45 Years of Age

- 15.16. The provisions of clauses 15.16 to 15.18 are read in conjunction with clause 8 – Contract of Service of the Award.
- 15.17. 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 (2) years' continuous service with Main Roads, is to be increased by one (1) week.
- 15.18. The additional period of notice forms 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.

Retirement

- 15.19. An Employee can retire from Main Roads from the age of 55 years.

Retirement on the Grounds of Ill Health

- 15.20. Main Roads can require an Employee to, or an Employee can request to, retire on the grounds of ill health if:
- (a) they are unfit to perform their duties as assessed against the requirements of their substantive position; and
 - (b) suitable alternative employment is not available.
- This is subject to any relevant legislation.

- 15.21. Where a requirement or request is made for an Employee to retire on the grounds of ill health, Main Roads must apply the provisions of clauses 15.22 to 15.27.

- 15.22. Employees are not to be retired by Main Roads unless:

- (a) advice in the form of a medical assessment from a relevant health professional supports the implementation of retirement on the grounds of ill health; and
- (b) Main Roads advises the Employee, in writing, to seek advice from the Union and to seek professional advice on any implications of the proposed retirement.

- 15.23. Where advice from a relevant health professional supports retirement on the grounds of ill health, the Employee must be provided with written notification together with copies of all relevant medical evidence and be given an opportunity to respond.
- 15.24. Main Roads must genuinely consider the Employee's response before any decision is made to require them to retire on the grounds of ill health.
- 15.25. Main Roads must pay for all relevant medical evidence related to an Employer-initiated requirement for an Employee to retire on the grounds of ill health.
- 15.26. The Employee must pay for all relevant medical evidence related to an Employee-initiated request to retire on the grounds of ill health. In such circumstances the Employee can rely on medical evidence already obtained in the course of their diagnosis and treatment without being required to pay for a new medical assessment.
- 15.27. For the purposes of clause 15.20(b):
- (a) suitable alternative employment is to be considered on a case-by-case basis;
 - (b) Main Roads must genuinely consider proposals for modified duties that are proposed by the Employee; and
 - (c) Main Roads is not required to create a new position or substantially alter the Employee's current position.

Phased Retirement

- 15.28. An Employee who attains the age of 55 years can seek to phase into retirement as agreed with Main Roads in accordance with the Main Roads Policy and Guidelines. Agreement cannot be withheld unreasonably.
- 15.29. An Employee seeking to enter into phased retirement whose regular hours of duty is 40 hours per week, is entitled to reduce those hours to undertake part-time employment as a percentage of a 40 hour week.
- 15.30. Consultation must occur with the Union on the Policy and Guidelines.

Redeployment and Redundancy

- 15.31. The *Public Sector Management (Redeployment and Redundancy) Regulations 2014 (WA)* (Regulations) provide the legislative framework for redeployment and redundancy for all Employees covered by this Agreement. If the provisions of this Agreement and the legislation is inconsistent, the provision of the legislation prevails.
- 15.32. Main Roads must assess the Suitability of a Surplus Employee broadly which includes, but is not limited to:
- (a) acknowledging that the Employee's classification level illustrates core competencies for that classification level;
 - (b) providing sufficient weight to the Employee's knowledge, skills and experience; and
 - (c) recognising the transferability of skills to roles where a direct fit may not exist.

- 15.33. Main Roads is to seek to place Surplus Employees in suitable positions in accordance with clause 15.32.
- 15.34. Main Roads must provide Surplus Employees with access, via their Case Manager, to priority vacancies through the online Recruitment Advertising Management System (RAMS).
- 15.35. Main Roads must provide Surplus Employees with case management in accordance with the Public Sector Commission's Redeployment and Redundancy – A guide for agencies and the Public Sector Commission's Redeployment and Redundancy – Case management guidelines or any revised arrangement subsequent to the review of the redeployment and redundancy provisions. Main Roads must ensure Surplus Employees are provided with an appropriately skilled case manager/s, a skills audit and continual support to find Suitable Employment.
- 15.36. Main Roads must notify an Employee of Main Roads' intention to register them under regulation 18 of the Regulations and provide the written reason/s for the intended registration and details of the possible employment, placement and training options available to them.
- 15.37. Main Roads can, when acting consistent with Commissioner's Instruction No. 12 – Redeployment and Redundancy, Suspend the Redeployment Period of a Registered Employee for the duration the Employee is participating in retraining, a secondment or other employment placement arrangement. Where suspension of the total duration would exceed the allowable duration under Commissioner's Instruction No. 12 – Redeployment and Redundancy, Main Roads can Suspend the Redeployment Period for the portion allowable.
- 15.38. Main Roads must notify the Union prior to a Registered Employee entering the last three (3) months of their Redeployment period.

Fixed Term Contract Employment

- 15.39. Subject to clauses 15.40 to 15.56 and in accordance with clause 8 – Contract of Service of the Award, Employees can be employed on contracts having fixed terms.
- 15.40. Before employing a person as a Fixed Term Employee or providing a new or extended fixed term contract to an Employee, Main Roads must first consider whether any permanent Surplus Employees can undertake the role or duties required. If a permanent Surplus Employee can undertake the role or duties, they must be offered the employment.
- 15.41. Notwithstanding clause 15.40, Main Roads has discretion to renew an existing fixed term contract if the Employee has been in the same or similar role for more than 12 months and the arrangements are being reviewed for possible conversion under a process referred to at clause 15.49.
- 15.42. Where more than one appropriate permanent Surplus Employee exists, the following hierarchy applies for access to the role or duties:
- (a) Surplus Employees are considered first;
 - (b) if no Surplus Employees are suitable, Registered Employees from other employing authorities are considered; and

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

15.43. Main Roads must only employ a person as a Fixed Term Employee in the following circumstances:

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

15.44. Employees appointed for a fixed term must be advised in writing of the terms of appointment, including the circumstance of the appointment as provided under clause 15.43, and such advice must specify the dates of commencement and termination of employment.

15.45. Fixed term employment ends on the nominated finish date.

15.46. Main Roads and the Employee can agree to transfer any accrued and pro-rata leave and entitlements where a following fixed term appointment is agreed by Main Roads and the Employee starts within seven (7) calendar days.

15.47. All other conditions for a Fixed Term Employee are the same as for a Permanent Employee.

15.48. Main Roads must provide the Union the names and work locations of all Employees on fixed term contracts within 28 days of a request being made in writing.

Conversion to Permanency for Fixed Term Employees

15.49. For the purposes of clauses 15.50 to 15.56:

- (a) an 'eligible Fixed Term Employee' is a Fixed Term Employee:
 - (i) who has completed 12 or more months of service:
 - (aa) in the same or a similar role;
 - (bb) under one or more fixed term contracts;
 - (cc) with Main Roads or a different employer due to a machinery of government change; and

- (dd) without a break in service;
 - (ii) who does not have a documented record of unsatisfactory performance in their role; and
 - (iii) who is engaged at a remuneration level below General Division Level 9.1 as per the *Public Sector CSA Agreement 2024* (or its replacement).
- (b) a 'break in service' is a break between contracts of more than 30 days, attributable to fluctuating demand or business need, or taken at the request of the Employee.

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

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

15.50. An Employer must, no later than three months after:

- (a) the date on which an Employee became an eligible Fixed Term Employee;
- (b) for an Employee who is an eligible Fixed Term Employee on the date of registration of this Agreement – that date; and
- (c) for an Employee who continues to be employed on a fixed term contract, which can include consecutive fixed term contracts with the same Employer or a different Employer due to a machinery of government change, in the same or a similar role – each further year without a break in service from the date referred to in 15.50 (a) or (b);

review the contract and the circumstances of the work being performed by the Employee at the time of the review to determine whether the fixed term employment meets a circumstance listed in clause 15.43.

15.51. Where there is a potential change to the legitimacy of an Employees fixed term contract arrangement due to a change in circumstance listed in clause 15.43 or 15.53, the Employee can request that the Employer undertake a review in accordance with clauses 15.49 to 15.56. The Employer must undertake the review no later than three months after the date of the Employee's request.

15.52. If, after carrying out a review referred to in clause 15.50 or 15.51, the Employer determines the fixed term employment does not currently meet a circumstance listed in clause 15.43, the Employer must appoint the Employee permanently to the same position at their current FTE.

15.53. The requirement at clause 15.52 does not apply if the Employer certifies in writing that the role performed by the Fixed Term Employee can no longer be funded from within the agency or organisation's approved salary expense limits. Relevant notification and consultation obligations must be complied with prior to this certification unless new information is identified as part of this review process.

- 15.54. If, after carrying out a review referred to in clause 15.50 or 15.51, the Employer determines the fixed term employment meets a circumstance listed in clause 15.43, the Employer must give the Employee in writing no later than two weeks after the date of completing the review:
- (a) a statement of the review outcome and the detailed reasons for it; and
 - (b) a plain-language summary of an Employer's obligations to appoint Fixed Term Employees to permanent employment in accordance with clauses 15.49 to 15.56, and the actions the Employee can take if they disagree with the review outcome.
- 15.55. For the purposes of clauses 15.50 or 15.51, if an eligible Fixed Term Employee is employed under multiple, concurrent fixed term contracts with the same Employer, each contract and the circumstances of the work being performed under it is reviewed individually.
- 15.56. In consultation with the Union, the Employer will review the mechanisms and processes detailed in clauses 15.49 to 15.55 over the life of this Agreement.

Cadets

- 15.57. Main Roads can appoint Cadets in areas where specific skills are required in Main Roads which are not readily available. Requirements for work and study periods and conditions that apply are as provided for in the *Main Roads (Engineering Cadets) Regulations 1982* (WA). A sustenance allowance is paid as per Attachment E.

Part-time Employees

- 15.58. A Part-time Employee is an Employee who is engaged in regular and continuing employment for less than an average of 37.5 hours per week. The Employee cannot be required to work for a period less than three (3) hours on any single occasion.
- (a) Each permanent part-time arrangement must be confirmed by Main Roads in writing and includes:
 - (i) agreed period of the arrangement; and
 - (ii) the hours and days to be worked by the Employee, include starting and finishing times, to be referred to as "ordinary working hours".
 - (b) Main Roads must give an Employee one (1) months' notice of any proposed permanent variation to that Employee's ordinary working hours, provided that Main Roads cannot vary the Employee's total weekly hours of duty without the Employee's prior written consent, a copy of which must be forwarded to the Union.
 - (c) In addition to clause 15.58 (b), whenever agreement with an Employee in writing is reached for a temporary variation to an Employee's ordinary working hours, time worked during the normal business hours as set out in clause 26 – Hours of Work of this Agreement is not to be regarded as over time but an extension of the contract hours and should be paid at the normal rate of pay.
 - (d) The overtime provisions of the Award apply to all time worked outside the ordinary working hours prescribed by clause 15.58(a) unless an arrangement pursuant to clause 15.58 (b) or (c) is in place.

- (e) Salary for a Part-time Employee is proportionate to the time worked relative to full-time employment.
- (f) A Part-time Employee is entitled to the same leave and conditions prescribed in this Agreement as for a full-time Employee proportionate to the hours worked.
- (g) Payment to a Part-time Employee proceeding on annual leave and long service leave is calculated on a pro-rata basis having regard for any variations to the Employee's ordinary working hours during the accrual period.
- (h) Employees are entitled to the public holidays prescribed in clause 35 – Public Holidays of this Agreement without variation of the Employee's fortnight pay provided the holidays occur on a day which is normally worked.

15.59. The provisions of clause 15.58 do not prevent an Employee from accessing provisions contained in clause 54 Parental and Related Leave of this Agreement concerning return to work on a modified basis.

15.60. An Employee can request Main Roads to permit them 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.

15.61. 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 or for fewer hours or both, than the Employee currently works.

15.62. Main Roads:

- (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) must 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 on the conduct of operations or business of Main Roads 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.

15.63. Main Roads is to give the Employee written notice of Main Roads' 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.

15.64. Right of reversion of Employees

- (a) Where a full time Employee is permitted to work part-time for a period of no greater than twelve months, the Employee has a right, upon four (4) 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 Main Roads, but no later than the expiry of the agreed period.

- (b) Where a full time Employee is permitted to work part-time for 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 Main Roads. This should not prevent the Transfer of the Employee to another full time position at a salary commensurable to their previous full time position.

15.65. A Part-time Employee is entitled to the same salary, leave and other conditions prescribed in the Award for full time Employees, with payment being in the proportion which the Employee's weekly hours bear to the weekly hours of an Employee engaged full-time in that class of work.

15.66. The provisions of clauses 15.11-15.14 also apply in respect to Part-time Employees.

Casual Employees

15.67. Main Roads must 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

Main Roads must 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.

15.68. The provisions of clauses 15.67 to 15.79 replace clause 10 – Casual Employment of the Award.

Salary

15.69. A Casual Employee is paid for each hour worked at the appropriate classification contained in Attachment A – Salary Rates (i) General Division or (ii) Specified Calling of this Agreement in accordance with the following formula:

Fortnightly salary

75

with the addition of casual loading in lieu of annual leave, personal leave and payment for public holidays. Casual loading is in accordance with clause 15.70.

Casual Loading

15.70. The casual loading payable is 25 per cent.

Conditions of Employment

15.71.

- (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:
 - (i) bereavement leave,
 - (ii) long service leave,
 - (iii) family and domestic violence leave,
 - (iv) carers leave,
 - (v) public health emergency leave,
 - (vi) compassionate leave for early pregnancy loss, and
 - (vii) foster carers 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 is three (3) hours on each engagement.
- (c) Main Roads determines the appropriate increments for Casual Employees by taking into consideration prior experience within the Public Sector.
- (d) Nothing in clauses 15.67 to 15.79 grants Permanent or Fixed Term Employee status to a Casual Employee.
- (e) The employment of a Casual Employee can be terminated at any time by the Casual Employee or Main Roads giving to the other one (1) hour's prior notice. If Main Roads or a Casual Employee fails to give the required notice, one hour's salary is paid or forfeited.
- (f) Neither clause 22 - Overtime Allowance of the Award, nor clause 28 – Overtime Allowance of this Agreement, apply to Casual Employees. Additional hours are paid at the normal casual rate.

Caring Responsibilities

15.72.

- (a) Subject to the evidentiary and notice requirements in clause 36 – 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) Main Roads 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) Main Roads must not fail to re-engage a Casual Employee because the Casual Employee accessed the entitlements provided for in clauses 15.67 to 15.79. The rights of Main Roads to engage or not engage a Casual Employee are otherwise not affected.

Conversion and Appointment to Permanency for Casual Employees

15.73. For the purposes of clauses 15.74 to 15.79:

- (a) an 'eligible Casual Employee' is an Employee described as a Casual Employee who:
 - (i) has completed 12 or more months of service with the same Employer or a different Employer due to a machinery of government change, in the same or a similar role without a break in service;
 - (ii) who does not have a record of unsatisfactory performance in their role; and
 - (iii) is engaged at a remuneration level below General Division Level 9.1, as per Schedule 2 – General Division Salaries of the *Public Sector CSA Agreement 2024* (or its replacement).
- (b) a 'break in service' is a period of more than 30 days during which a person is not engaged by the Employer to perform work, attributable to fluctuating demand or business need or taken at the request of the Employee.

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

15.74. The Employer must review the circumstances of an eligible Casual Employee's employment to determine whether or not they meet a circumstance described in clause 15.67 no later than three months after:

- (a) the date on which the Employee becomes an eligible Casual Employee;
- (b) for an Employee who is an eligible Casual Employee on the date of registration of this Agreement – that date; and
- (c) for an Employee who has continued to be engaged as a Casual Employee Main Roads or a different Employer due to a machinery of government change without a break in service – each anniversary of the date referred to in paragraph (a) or (b).

15.75. If, after completing a review referred to in clause 15.74 the Employer determines an Employee's employment is not for an allowable circumstance listed in clause 15.67, the Employer must:

- (a) establish a new permanent position reflecting the duties of the casual role at the FTE equivalent to the average hours worked by the Employee for the preceding six months, or the proportion of FTE worked regularly and systematically without substantial fluctuation, unless the Employer certifies in writing that the role performed by the Employee:
 - (i) has been wholly or substantially externally funded and the funding source will no longer be available; or
 - (ii) can no longer be funded from within the agency or organisation's approved salary expense limits.

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

- (b) no later than two weeks after the date of the review:
 - (i) advise the Employee in writing of the review outcome and the detailed reasons for it; and
 - (ii) if the Employer has established a new position, unless a circumstance in clause 15.76 applies, offer the Employee permanent appointment to the newly established position. The offer must provide sufficient detail for the Employee to consider the implication of the decision to accept or reject permanent employment.

15.76. The Employee whose employment is the subject of a review resulting in the establishment of a new position in accordance with clause 15.75 is entitled to be appointed permanently to that position unless the Employee is in Australia on a visa with a fixed duration or a suitable surplus Employee is able to undertake the role.

15.77. If, after carrying out a review referred to in clause 15.74 , the Employer determines the casual engagement meets a circumstance described in clause 15.67, the Employer must give the Employee in writing no later than two weeks after the date of completing the review:

- (a) a statement of the review outcome and the detailed reasons for it; and
- (b) a plain-language summary of an Employer's obligations under clauses 15.73 to 15.79 to establish permanent positions where Employees have been working regular and systematic hours over a qualifying 12 month period, and the actions the Employee can take if they disagree with the review outcome.

15.78. If an Employee does not accept an offer of permanent employment, the Employer can (at the Employer's discretion) continue to engage the Employee as a Casual Employee in a different position, subject to the requirements of clause 15.67.

15.79. In consultation with the Union, the Employer will review the mechanisms and processes detailed in clauses 15.73 to 15.78 during the life of this Agreement.

Traineeship Rates of Pay

15.80. Clauses 15.80 to 15.82 replace clause 17(2)(d) of the Award.

- 15.81. The annual salary applicable to full time school-based trainees and junior trainees (under 21) is derived from the age-based level 1 General Division Salary as per Attachment A - Salary Rates (i) of the *Main Roads – CSA Enterprise Agreement 2020*, adjusted according to subsequent wage increases. Accordingly, salary rates under this Agreement are in accordance with the following table -

Classification	Age	1 February 2024	1 February 2025	1 February 2026
Junior	17 years	\$40,341	\$41,955	\$43,423
	18 years	\$45,264	\$47,075	\$48,723
	19 years	\$50,697	\$52,725	\$54,570
	20 years	\$55,607	\$57,831	\$59,855
	Adult	\$63,182	\$65,709	\$68,009

- 15.82. The salary applicable to adult trainees is the level 1.1 General Division salary as per Attachment A - Salary Rates (i).

16. TRANSFERS

- 16.1. When considering the possibility of transferring an Employee from one location to another, or from one position to another, Main Roads must consult with the Employee and give appropriate consideration to the Employee’s needs and circumstances, equal opportunity issues and organisational requirements prior to making a decision.
- 16.2. For the purpose of clause 16, “location” includes Main Roads’ Metropolitan Offices and Regional Offices. A Transfer can be either between or within locations.
- 16.3. Main Roads must also ensure the Union is consulted about the proposed Transfer.
- 16.4. Contract Surveillance Officers can only be relocated between regions on projects over twelve months duration or Transferred by agreement with the Employee.
- 16.5. Any Employee can be Transferred within a location, between locations or from one position to another position, at level in accordance with Public Sector Standards.

16.6. Right of Return

A guarantee exists for Employees to return to their preferred place of residence after a period. The period would be typically three (3) years but this can be negotiated where an Employee’s circumstances warrant an earlier return. Approval for a return to a preferred place of residence must not be unreasonably withheld but subject to positions being available and the Employee’s circumstances.

- 16.7. If the Employee disagrees with the final decision, the Employee can access the Dispute Settlement Procedure of this Agreement.

17. VOLUNTARY REGRESSION

- 17.1. Written requests for voluntary regression from Employees can be approved by the Commissioner of Main Roads.
- 17.2. Before approval is given the Commissioner of Main Roads must be provided with documentation by the Employee to ensure that the Employee has received adequate counselling regarding the request.
- 17.3. The salary rate upon regression is to be the maximum salary paid in respect to the level to which the Employee regresses.

PART C REMUNERATION AND CLASSIFICATION

18. SALARY RATES

- 18.1. The annual salaries provided for by this Agreement are contained in Attachment A – Salary Rates of this Agreement.
- 18.2. An Employee who is employed by Main Roads on the date of 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 salary that would have been paid had the salaries in Attachment A been paid from the first pay period commencing on or after 1 February 2024.
- 18.3. An Employee who resigns or retires or whose employment is otherwise terminated prior to the 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 18.2.
- 18.4. The second salary increase operates on and from 1 February 2025. The third salary increase operates on and from 1 February 2026.
- 18.5. The annual salaries provided in Attachment A – Salary Rates of this Agreement are in full and final settlement of productivity improvements up to the date of commencement of the *Main Roads - CSA - Enterprise Agreement 2012*.
- 18.6. An Employee's fortnightly salary is:
- (a) determined according to the annual salaries contained in Attachment A – Salary Rates;
 - (b) calculated to four decimal points; and
 - (c) rounded to the nearest one cent.

19. ANNUAL INCREMENTS

- 19.1. Employees proceed to the next salary increment after 12 months' continuous service to the maximum of their salary range by annual increments unless there is an adverse report on the Employee's performance or conduct which recommends the non-payment of the annual increment.
- 19.2. The following process applies where a report on an Employee's performance or conduct recommends the non-payment of an annual increment:
- (a) The Employee must be shown the report prior to completing 12 months' continuous service since their last incremental advance.
 - (b) The Employee must be provided with an opportunity to comment in writing.
 - (c) The Employee's comments must be considered immediately by Main Roads and a decision made as to whether to approve the payment of the increment or withhold payment for a specific period.
 - (d) Where the increment is withheld, Main Roads before the expiry of the specified period must complete a further report and again apply the provisions of clause 19.2 (b) and (c).

- 19.3. The non-payment of an increment does not change the normal anniversary date of any further increment payments.
- 19.4. For the purposes of clause 19, "continuous service", except where an increment is payable according to age, does not include:
- (a) any period exceeding 14 calendar days during which an Employee is absent on leave without pay. The entire period of such leave without pay is excised in full;
 - (b) any period which exceeds six (6) months in one (1) continuous period during which an Employee is absent on workers' compensation. The portion of the continuous absence exceeding six (6) months does not count as "continuous service"; or
 - (c) any period which exceeds three (3) months in one (1) continuous period during which an Employee is absent on personal leave without pay. The portion of the continuous absence exceeding three (3) months does not count as "continuous service".

20. REMUNERATION

Pay Advice

- 20.1. Employees can be notified of their pay details via written or electronic means.

Recovery of Underpayments

- 20.2. Where an Employee is underpaid in any manner:

- (a) Main Roads will, once Main Roads 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 Main Roads 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.

- 20.3. Main Roads 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 a bank account into which an Employee's salary is paid.

- 20.4. Nothing in clause 20 precludes the Employee's legal right to pursue recovery of underpayments.

Recovery of Overpayments

- 20.5. Main Roads has an obligation under the *Financial Management Act 2006 (WA)* to account for public monies. This requires Main Roads to recover overpayments made to an Employee.

- 20.6. Any overpayment must be repaid to Main Roads within a reasonable period of time.

- 20.7. Where an overpayment is identified and proven, Main Roads must provide the Employee with the written details of the overpayment and notify the Employee of their intent to recover the overpayment.
- 20.8. Where the Employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment must be negotiated between Main Roads and Employee.
- 20.9. If agreement on a repayment schedule cannot be reached within a reasonable period of time, Main Roads can deduct the amount of the overpayment over the same period of time that the overpayment occurred provided:
- (a) Main Roads cannot deduct or require an Employee to repay an amount exceeding 5% of the Employee's net pay in any one (1) pay period without the Employee's agreement;
 - (b) where necessary, Main Roads can deduct money over a period of time greater than the period of time over which the overpayment occurred.
- 20.10. If the Employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter must be dealt with in accordance with clause 73 – 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.
- 20.11. Nothing in clause 20 precludes Main Roads' legal right to pursue recovery of overpayments.
- 20.12. Where Main Roads 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 clause 20.

Payment into Nominated Account

20.13. All pay and allowances, via Payroll and Accounts Payable are paid via Electronic Funds Transfer (EFT) into an account nominated by the Employee. The account must be at a bank, building society or credit union approved by the Under Treasurer of the Western Australian State Government or an Accountable Officer. When an Employee ceases work the final payment will be paid into the nominated account in the next available pay period. If an Employee resigns less than 5 business days prior to a scheduled pay period, the final pay will be made in the next pay period.

Pay and Deductions

- 20.14.
- (a) The annual pay applicable to an Employee under this Agreement is shown in Attachment A.
 - (b) The fortnightly and hourly rates are determined according to the formulae:

$$\begin{aligned} \text{Fortnightly rate} &= \frac{\text{Annual Rate}}{313} \times \frac{12}{1} \\ \text{Hourly rate} &= \frac{\text{Fortnightly rate}}{75} \end{aligned}$$

An Employee can request regular deductions be made from their pay. This is subject to authorisation in writing by the Employee and subject to Main Roads' agreement.

Specified Callings

20.15.

- (a) The provisions of clause 12 - 'Salaries - Specified Callings' of the Award apply to this Agreement and Employees covered by this Agreement.
- (b) Employees eligible for specified callings rates of pay receive the salaries detailed in Attachment A – Salary Rates (ii) Specified Callings of this Agreement.
- (c) The parties agree to give effect to the outcomes of PSAC 8 of 2012.

21. PURCHASED LEAVE- 42/52 SALARY ARRANGEMENT

21.1. The provisions of clause 21 replace clause 13 – Purchased Leave – 44/52 Salary Arrangement of the Award.

21.2. Main Roads and an Employee can agree to enter into an arrangement whereby the Employee can purchase up to ten (10) weeks' additional leave.

21.3. Main Roads must assess each application for a 42/52 salary arrangement on its merits and give consideration to the personal circumstances of the Employee seeking the arrangement.

21.4. Where an Employee is applying for purchased leave of between five (5) and ten (10) weeks Main Roads must give priority access to those Employees with carer responsibilities.

21.5. In order to access approved purchased leave, an Employee must:

- (a) satisfy Main Roads' accrued leave management policy; and
- (b) take one (1) week annual leave if purchasing nine (9) weeks' leave; or
- (c) take two (2) weeks' annual leave if purchasing ten (10) weeks' leave.

21.6. Notwithstanding clause 21.5(b) and (c), Main Roads can allow an Employee to access purchased leave before they have accessed one (1) or two (2) weeks' annual leave, whichever applies, where the Employee requests it. Any such request must only be refused by Main Roads if there are reasonable grounds to do so.

21.7. The provisions of clause 21.5(b) and (c), do not apply to an Employee who purchases less than nine (9) weeks' leave.

21.8. The Employee can agree to take a reduced salary spread over the 52 weeks of the year and receive the following amounts of purchased leave:

Number of Weeks' Salary Spread Over 52 Weeks		Number of Weeks' Purchased Leave
42 weeks		10 weeks
43 weeks		9 weeks
44 weeks		8 weeks
45 weeks		7 weeks
46 weeks		6 weeks
47 weeks		5 weeks
48 weeks		4 weeks
49 weeks		3 weeks
50 weeks		2 weeks
51 weeks		1 week

21.9. The purchased leave is not accruable. The Employee is to be entitled to pay in lieu of the purchased leave not taken. If the Employee is unable to take such purchased leave, their salary is adjusted in the last pay period in February to take account of the fact that time worked during the year was not included in their salary.

21.10. Untaken purchased leave is paid out at the rate at which it was purchased.

21.11.

- (a) Where an Employee in receipt of an allowance provided for in clause 56 - Higher Duties Allowance of this Agreement proceeds on any period of purchased leave the Employee is not entitled to receive payment of the allowance for any period of purchased leave.
- (b) Other than when an Employee is on a period of purchased leave, the higher duties allowance component of an Employee's salary is not affected by an agreement to reduce the Employee's salary for purchased leave purposes.

21.12. Overtime is paid at the Ordinary Rate of Pay and not the reduced rate. This also applies where overtime is referred to as a percentage of salary.

21.13. In the event that a Part-time Employee's ordinary working hours are varied during the year, the salary paid for such leave taken is adjusted on the last pay in February to take into account any variations to the Employee's ordinary working hours during the previous year.

22. PURCHASED LEAVE - DEFERRED SALARY ARRANGEMENT

22.1. With the written agreement of Main Roads, an Employee can elect to receive, over a four-year period, 80% of the salary they would otherwise be entitled to receive in accordance with this Agreement.

22.2. Main Roads must assess each application for deferred salary on its merits and give consideration to the personal circumstances of the Employee seeking the leave.

- 22.3. On completion of the fourth year, an Employee will be entitled to 12 months' leave and receives an amount equal to 80% of the salary they were otherwise entitled to in the fourth year of deferment.
- 22.4. Where an Employee completes four (4) years of deferred salary service and is not required to attend duty in the following year, the period of non-attendance does not constitute a break in service and counts as service on a pro rata basis for all purposes.
- 22.5. An Employee can withdraw from this arrangement prior to completing a four (4) year period by written notice. The Employee receives a lump sum payment of salary forgone to that time but is not entitled to equivalent absence from duty.
- 22.6. Main Roads must ensure that superannuation arrangements and taxation effects are fully explained to the Employee by the relevant Authority. Main Roads must put any necessary arrangements into place.
- 22.7. Overtime is paid at the Ordinary Rate of Pay and not the reduced rate. This applies where overtime is referred to as a percentage of salary.

Variation of the Arrangements

- 22.8. As an alternative to clause 22.5, and only by mutual agreement of Main Roads and the Employee, the provisions of the deferred arrangement can be varied subject to the following:
- (a) the term of the arrangement cannot extend beyond that contemplated by clause 22,
 - (b) the variation cannot result in any consequential monetary or related gain or loss to either Main Roads or the Employee, and
 - (c) the percentage of salary to apply during the 12 months' leave as specified in clause 22.3 is calculated as 80% of the average ordinary prescribed hours worked over the previous four (4) years.

23. LEAVE WITHOUT PAY

- 23.1. Subject to the provisions of clauses 23.2 and 23.3, Main Roads can grant an Employee leave without pay for any period and is responsible for that Employee on their return.
- 23.2. Subject to the provisions of clause 23.3 every application for leave without pay is considered on its merits and can be granted provided that the following conditions are met:
- (a) The work of Main Roads is not inconvenienced; and
 - (b) All other leave credits of the Employee are exhausted.
- 23.3. An Employee, upon request, is entitled to two (2) days' unpaid personal (caring) leave.
- 23.4. An Employee on a fixed term contract cannot be granted leave without pay for any period beyond that Employee's approved period of engagement.
- 23.5. Any period that exceeds two (2) weeks during which an Employee is on leave of absence without pay cannot, for any purpose, be regarded as part of the period of service of that Employee.

- (a) For the effect of leave without pay on:
 - (i) Increments: see clause 19.4(a);
 - (ii) Annual leave: see clause 31.22;
 - (iii) Long service leave: see clause 34.4 ; and
 - (iv) Personal leave: see clause 36.31.

24. SALARY PACKAGING ARRANGEMENT

- 24.1. An Employee can, by agreement with Main Roads, enter into a salary packaging arrangement in accordance with clause 24 and Australian Taxation Office requirements.
- 24.2. Salary packaging is an arrangement whereby the entitlements and benefits under this Agreement, contributing toward the Total Employment Cost (TEC) (as defined in clause 24.3) of an Employee, can be reduced by and substituted with another or other benefits.
- 24.3. The TEC for salary packaging purposes is calculated by adding the following entitlements and benefits:
 - (a) the base salary;
 - (b) other cash allowances;
 - (c) non cash benefits;
 - (d) any Fringe Benefit Tax liabilities currently paid; and
 - (e) any variable components.
- 24.4. Where an Employee enters into a salary packaging arrangement the Employee is required to enter into a separate written agreement with Main Roads setting out the terms and conditions of the salary packaging arrangement.
- 24.5. Notwithstanding any salary packaging arrangement, the salary rate as specified in this Agreement, is the basis for calculating salary related entitlements specified in the Agreement.
- 24.6. Compulsory Employer Superannuation Guarantee contributions are to be calculated in accordance with applicable Federal and State legislation. Compulsory Employer contributions made to superannuation schemes established under the *State Superannuation Act 2000 (WA)* are calculated on the gross (pre packaged) salary amount regardless of whether an Employee participates in a salary packaging arrangement with Main Roads.
- 24.7. A salary packaging arrangement cannot increase the costs to Main Roads of employing an individual.
- 24.8. A salary packaging arrangement provides that the amount of any taxes, penalties or other costs for which Main Roads or the Employee is or may become liable for and are related to the salary packaging arrangement, is borne in full by the Employee.

- 24.9. In the event of any increase in taxes, penalties or costs relating to a salary packaging arrangement, the Employee can vary or cancel that salary packaging arrangement.
- 24.10. Salaries as prescribed by Attachment A – Salary Rates of this Agreement are to be applied for the purposes of clause 24.3, regarding the TEC, and clause 24.6, regarding Compulsory Employer Superannuation Guarantee contributions.

25. PROCEDURE FOR CLASSIFYING A POSITION

- 25.1. During the life of this Agreement the parties will review the classification processes and procedures.

PART D FLEXIBLE WORK ENVIRONMENT AND LEAVE PROVISIONS

Section 1: FLEXIBLE WORK ENVIRONMENT

26. HOURS OF WORK

Working Hours

- 26.1. The ordinary hours of work are either an average of thirty seven hours and 30 minutes (37.5) or forty hours (40) per week Monday to Friday, as agreed with the Employee. Ordinary hours of work are between the hours of 6:00 am and 6:30 pm, up to a maximum of 12 hours per day in accordance with operational requirements as determined by the Manager.
- 26.2. Special work arrangements can be agreed to meet particular work requirements as specified in the clause 26.16 - Special Work Arrangements.
- 26.3. Starting and finishing times must be flexible and responsive to customer needs and other operational requirements as determined by the Manager in consultation with the Employee.
- 26.4. Notwithstanding the provisions of clause 26.3, an Employee is required to take an unpaid meal break between the hours of 11.00 am and 3.00 pm of not less than 30 minutes. Where an Employee proposes a meal break exceeding an hour, the relevant Manager should be advised by the Employee and the Manager should ensure it does not impact negatively upon operational requirements.
- 26.5. An Employee must not be required to work more than five (5) hours continuously without a break. However, in the event of an emergency or unforeseen circumstances, Main Roads can defer the taking of a meal break.
- 26.6. Part-time Employees can be excluded from the provisions of clause 26.4 if they work no more than five (5) hours on that day.

40 Hour Week

- 26.7. Main Roads can offer Employees the option to participate in a 40 hour week in accordance with the following:
- (a) the acceptance of a 40 hour week must be confirmed in writing between Main Roads and the Employee;
 - (b) Employees are paid in accordance with the 40 hour salary scale in Attachment A;
 - (c) the additional 2.5 hours in excess of the 37.5 hours per week worked is paid at the ordinary time rates;
 - (d) any clause in this Agreement that provides for the accruing of entitlements (for example overtime or leave) is adjusted to reflect the working of a 37.5 or 40 hour week option (for example 7.5 hours is to be read as 8 hours);
 - (e) the working hours arrangement (37.5 or 40 hours) remains in place for twelve months at which time the Employee can request to change to the other arrangement, provided that in changed circumstances an Employee can request to alter the working hours arrangement within the twelve-month period; and

- (f) Main Roads must consider requests in accordance with clause 26.7(e) and cannot unreasonably withhold approval.

Flexible Hours Arrangement

- 26.8. Main Roads can limit access to and the operation of flexible hours arrangements to ensure operational needs and customer service requirements of the agency are met. Main Roads must not unreasonably limit access to flexible hours arrangements.
- 26.9. When Main Roads wishes to vary the flexible hours arrangement to be observed it must give one (1) months' notice in writing to the Employees and agency, branch or section to be affected by the change.
- 26.10. Flexible hours arrangements are available to Part-time, full-time and Fixed Term Employees.
- 26.11. Flexible hours arrangements can be utilised where it is not necessary for all Work Team members to commence and complete work at the same time. The working of flexible hours arrangements are to be implemented by agreement between the Employee and Main Roads.
- 26.12. Employees will work an average of 150 hours per four (4) week period. Employees can accrue flex leave up to a maximum of 56 credit hours and a maximum of fifteen debit hours. The maximum hours can be taken up to the maximum hours at any one time.
- 26.13. On termination, resignation or Transfer to another agency, unused credit hours cannot be paid out and are lost. However, Main Roads must provide the opportunity for credit hours to be cleared.
- 26.14. The alternative to flexible hours arrangements is standard hours of thirty seven hours and 30 minutes (37.5) which are to be worked:
 - (a) Monday to Friday from 8.30am to 4.30pm, and
 - (b) Lunch break of a minimum of 30 minutes to be taken between 12.00 noon and 2.00pm.

Nine day fortnight

- 26.15. Where requested by an Employee or group of Employees, the Employer can authorise the operation of a nine day fortnight. The request will not be unreasonably refused.
 - (a) Hours of Duty
 - (i) Prescribed hours of duty of 75 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the rostered day off, with each day consisting of 8 hours and 20 minutes.
 - (ii) Prescribed hours of duty of 80 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the rostered day off. The hours rostered on each of the nine days must be made in consultation between Main Roads and the Employee and agreed between Main Roads and the Employee.

- (iii) The Employer must determine Employees' starting and finishing times between the spread of 6.00am and 6.30pm, to ensure Agency requirements are met on each day.
- (b) Lunch Break
- (i) Employees are required to take an unpaid meal break of thirty minutes or forty-five minutes between 11.00am and 3.00pm.
 - (ii) Lunch breaks are arranged so that adequate staff are on duty between 11.00am and 3.00pm to meet operational requirements.
- (c) Rostered Day Off
- (i) Each Employee who works a nine-day fortnight is entitled to one rostered day off per fortnight. This rostered day off must be taken by the Employee in accordance with a roster prepared by the Employer showing days and hours of duty and special rostered days off for each Employee.
 - (ii) Where an Employee regularly takes their rostered day off on a particular day of the week, the Employer must give the Employee one month's written notice of any variation to the day of the week on which an Employee is to take that rostered day off.
 - (iii) Before making the decision to vary the day on which an Employee regularly takes their rostered day off, the Employer must give reasonable consideration to an Employee's family circumstances and caring responsibilities.
- (d) Leave
- For the purposes of paid leave, a day is debited as 8 hours 20 minutes (75-hour fortnight) or the rostered hours of the day (80-hour fortnight). The following provisions apply:
- (i) When a public holiday falls on an Employee's rostered day off the Employee is granted a day in lieu of the holiday to be taken as soon as practicable.
 - (ii) A four week annual leave entitlement is equivalent to 150 hours, being equivalent to eighteen rostered working days of 8 hours 20 minutes, and two rostered days off.
 - (iii) A four week annual leave entitlement is equivalent to 160 hours which is debited based on the rostered hours.
 - (iv) An Employee who is sick on a rostered day off is not granted personal leave for that day and cannot be credited with an additional day off in lieu.
- (e) Overtime
- (i) The provisions of clause 22 - Overtime Allowance of the Award applies for work performed prior to an Employee's nominated starting time and after an Employee's nominated finishing time in accordance with clause 26.15 (a) (iii), and on an Employee's rostered day off.

- (f) Study Leave
 - (i) Credits for study leave are given for educational commitments falling due between an Employee's nominated starting and finishing times.

Special Work Arrangements

26.16. A special work arrangement can be introduced for project or field based work, in the form of work cycles or other arrangements. The following are the requirements for a special work arrangement:

- (a) either Main Roads or an Employee can request a special work arrangement;
- (b) the full particulars must be explained to all Employees affected by the agreement in order to work the special work arrangement;
- (c) a copy of the special work arrangement must be provided to all Employees covered by the arrangement prior to its commencement;
- (d) a copy of the special work arrangement must be provided to the Union for ratification before commencement unless an emergency situation arises;
- (e) ratification in accordance with clause 26.16(d) is to occur within five business days or another timeframe as agreed between the parties;
- (f) the Union must not unreasonably withhold agreement;
- (g) for the purposes of clause 26.16(c) the special work arrangement must include the roster of the arrangement or work cycle, the length of the deployment, travel arrangements and meals and accommodation arrangements;
- (h) if the special work arrangement is agreed to by the Employee, a copy is to be kept on the Employee's personnel file;
- (i) the maximum number of continuous working days, including overtime, is 12 subject to the agreement of Employees. Where Employees agree to work in excess of 12 continuous working days under a special work arrangement this must be documented as part of the agreed arrangement;
- (j) the maximum weekly hours is set in accordance with a risk assessment contained in Main Roads' SHW Fatigue Management Safety Practice (as amended or replaced) and the Code of Practice: Working Hours 2006 (as amended or replaced) produced by the Commission for Occupational Safety and Health;
- (k) the ordinary hours of work under a special work arrangement is 40 hours per week Monday to Friday. Ordinary hours of work are between the hours of 6:00 am and 6:30 pm, not exceeding 12 hours per day in accordance with the special work arrangement roster;
- (l) hours of work outside of the hours in clause 26.16(k) is paid as overtime or accumulated as time off in lieu (TOIL) in accordance with clause 28 overtime allowance. The roster must prescribe which periods of overtime accumulate as TOIL;

- (m) the special work arrangement can include periods of rostered days off using accumulated TOIL. The roster for the special work arrangement must prescribe when TOIL will be taken by Employees for this purpose;
- (n) Employees can be required to work overtime other than that rostered in the special work arrangement. Overtime can be paid or accumulated as TOIL in accordance with clause 28 - Overtime;
- (o) flex credit hours only accrue under a special work arrangement where an Employee works additional hours not directed or rostered as overtime, subject to the provisions of clauses 26.8 – 26.14 – Flexible Hours Arrangement;
- (p) on request, Main Roads must provide to the JCC copies of special work arrangements including the names of Employees working under such arrangements;
- (q) the parties agree the JCC is the forum to discuss issues concerning the development and implementation of special work arrangements; and
- (r) Employees are not to be disadvantaged as a result of being placed in a Special Work Arrangements.

Other Flexibility Arrangements

- 26.17. Either the Employee or Main Roads can request to enter into a flexibility arrangement that allows the Employee to work their ordinary hours outside the span of hours as listed in clause 26.1.
- 26.18. Such arrangements are intended to cover ad hoc situations only and do not replace the Flexible Working Hours provisions.
- 26.19. A request to enter into a flexibility arrangement under this provision can only be initiated by an Employee or Main Roads on the following basis:
- (a) the role, task or project requires minimal supervision;
 - (b) agreement to the flexible working arrangements by the Employee's Manager/supervisor to be conditional on such arrangement meeting operational requirements; and
 - (c) the flexible working arrangement meets the genuine needs of Main Roads and the Employee.
- 26.20. The Employee can refuse to enter into a flexibility arrangement.
- 26.21. If a request to enter into a flexibility arrangement is initiated by Main Roads, an Employee cannot be compelled to work ordinary hours where overtime in accordance with clause 28 – Overtime Allowance of this Agreement applies.
- 26.22. Main Roads must ensure that the flexibility arrangement:
- (a) is in writing;
 - (b) includes details of the day/s and/or times that ordinary hours will be worked; and

- (c) has both the names and signatures of the authorising Manager/supervisor and Employee.

26.23. The Employee or authorising Manager/supervisor should liaise with the Employee Relations Branch prior to considering, or entering into, a flexibility arrangement.

26.24. If there is disagreement in relation to the introduction of a flexible work arrangement, the parties can access clause 73 - Dispute Settlement Procedure of this Agreement.

27. FLEXIBLE WORKING ARRANGEMENTS

27.1. 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 *Carers 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

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

Notification or requests for a flexible working arrangement

27.3. An eligible Employee or Employee can notify or request a flexible working arrangement from the Employee's first day of service.

27.4. 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;
- (b) the reasons for seeking that arrangement; and
- (c) if the Employee is an eligible Employee, which of the circumstances in clause 27.1 apply to the eligible Employee.

27.5. 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 15
Flexible Hours Arrangement	Clause 26
Other Flexibility Arrangements	Clause 26
Nine Day Fortnight	Clause 26
Working from Home	Clause 29

Responding to a request for a Flexible Working Arrangement

- 27.6. Main Roads 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.
- 27.7. Main Roads 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 27.6, Main Roads and Employee agree to alternative changes to those requested in the notification/request, and these are set out in the written response; or
 - (c) Main Roads refuses the notification/request, and the written response sets out:
 - (i) how the Main Roads has met the requirements in clause 27.9; and
 - (ii) the evidence of a reasonable business ground/s in clause 27.10 for refusing the notification/request; and
 - (iii) information about the Dispute Settlement Procedure if an Employee wants to dispute the refusal.
- 27.8. The flexible working arrangement must be implemented within 14 days of the Employee receiving the advice at 27.6. 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 Main Roads and Employee, a further 14 day extension can be granted before the arrangement is implemented.
- 27.9. Main Roads can only refuse to implement the flexible working arrangement sought if they have:
- (a) discussed the notification/ request as provided in clause 27.6; 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

27.10. For the purpose of clause 27.9(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 Main Roads;
- (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;
- (c) the arrangement sought would result in a significant loss of efficiency or productivity or have a significant negative impact on customer service.

Disputes

27.11. 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 27.9, they can use the Dispute Settlement Procedure at clause 73 of this Agreement.

28. OVERTIME ALLOWANCE

Overtime

28.1.

- (a) Where Employees are directed by their Manager to work more than 7.5 hours in any one (1) day, overtime applies for Employees working a 37.5 hour week. Where Employees work a 40 hour week it is 8 hours. The parties acknowledge that the flexible working arrangement provides for the working of hours in excess of 7.5 hours per day as normal hours if Main Roads and Employee agree.
- (b) For the purpose of clause 28, where an Employee receives at least one (1) day's prior notice to work overtime, the ordinary hours of duty on the day that overtime is performed is 7.5 hours on a 37.5 hour week and 8 hours for Employees on a 40 hour week.
- (c) Where an Employee is required to work overtime at the conclusion of a day with less than one (1) days' notice, and
 - (i) where the Employee has at the commencement of that day two (2) hours or more flex credit hours, the Employee is paid overtime after five (5) hours work on that day, or for time worked after 3.30 pm, whichever is the later;
 - (ii) where that Employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than two (2) flex credit hours, the Employee is paid overtime for time worked after the completion of 7.5 hours on that day for a 37.5 hour week and 8 hours for Employees on a 40 hour week; or
 - (iii) where that Employee has commenced work after 8.30 am and has, at the commencement of that day, less than two (2) flex credit hours, the Employee is paid overtime for time worked after 5.30 pm or after working 7.5 hours day for a 37.5 hour week and 8 hours for Employees on a 40 hour week, on that day whichever is the earlier.

- (d) Where an Employee is required to work overtime at the beginning of a day with less than one (1) day's notice, that Employee is paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by Main Roads under clause 28.1.

Out of Hours Contact

28.2. The provisions of clauses 28.2 to 28.6 replace clause 22(5) – Overtime Allowance, and Schedule I – Part I – Out of Hours Contact of the Award.

28.3. The following terms have the following meanings.

"Out of hours contact" includes the following:

- (a) (i) 'Standby' means a written instruction or other authorised direction by Main Roads or a duly authorised officer to an Employee to remain at the Employee's place of employment during any period outside the Employee's normal hours of duty, and to perform certain designated tasks periodically or on an impromptu basis. Such an Employee must be provided with appropriate facilities for sleeping if attendance is overnight, and other personal needs, where practicable.
 - (ii) Other than in extraordinary circumstances, Employees must not be required to perform more than two (2) periods of standby in any rostered week.
 - (iii) This provision does not replace normal overtime or shift work requirements.
- (b) '**On call**' means a written instruction or other authorised direction by Main Roads or a duly authorised officer to an Employee rostered to remain at the Employee's residence or to otherwise be immediately contactable by telephone or other means outside the Employee's normal hours of duty in case of a call out requiring an immediate return to duty. The nature of the duties to be performed requires an Employee to be in a state of readiness for immediate return to duty.
- (c) (i) '**Availability**' means a written instruction or other authorised direction by Main Roads or a duly authorised officer to an Employee to remain contactable, but not necessarily immediately contactable by telephone or other means, outside the Employee's normal hours of duty and be available and in a fit state at all such times for recall to duty.
 - (ii) '**Availability**' does not include situations in which Employees carry telephones or other means or make their telephone numbers or other contact details available only in the event that they could be needed for casual contact or recall to work. For the purposes of these overtime provisions, recall to work under such circumstances would constitute emergency duty in accordance with clause 22 (6) – Emergency Duty of the Award.
- (d) '**Return to duty**' also includes, but is not limited to, situations where an Employee, if recalled to duty, can perform such duty outside the usual headquarters where the Employee performs ordinary rostered hours.

28.4. Where out of hours contact is a usual feature of the duties for which Employees are regularly rostered, the issue of a roster is deemed to be a written instruction.

28.5.

- (a) Except as otherwise agreed between Main Roads and the Union, an Employee who is required by Main Roads or a duly authorised officer to be on out of hours contact during periods off duty is paid an allowance in accordance with the following formulae for each hour or part thereof the Employee is on out of hours contact.

Standby	Current Level 3.1 weekly rate	x	$\frac{1}{37.5}$	x	$\frac{37.5}{100}$
On Call	Current Level 3.1 weekly rate	x	$\frac{1}{37.5}$	x	$\frac{18.75}{100}$
Availability	Current Level 3.1 weekly rate	x	$\frac{1}{37.5}$	x	$\frac{18.75}{100}$ x $\frac{50}{100}$

Provided that:

- (i) 'current level 3.1 weekly salary' refers to the weekly salary of a level 3.1 General Division Employee as per Attachment A – Salary Rates (i) General Division of this Agreement; and
- (ii) payment in accordance with clauses 28.2 to 28.6 cannot be made with respect to any period for which payment is made in accordance with the provisions of clause 22(4) – Overtime Allowance of the Award when the Employee is recalled to work.
- (b) When an Employee is required to be on call or available Main Roads must provide the Employee with the means of contact free of charge for the purposes of work-related activity.
- (c) Where the means of contact is to be by land line or satellite telephone fixed at the Employee's residence Main Roads must:
- (i) Where the telephone is not already installed, pay the cost of such installation.
- (ii) Where an Employee pays or contributes towards the payment of the rental of a telephone, pay the Employee 1/52nd of the annual rental paid by the Employee for each seven (7) days or part thereof on which an Employee is rostered to be on call or available.
- (iii) Where a usual feature of the duties an Employee is to be regularly rostered to be on on-call or available, pay the full amount of the telephone rental.
- (d) An Employee must be reimbursed the cost of all telephone calls made on behalf of Main Roads as a result of being on out of hours contact.
- (e) Where an Employee rostered for on call or availability is recalled to duty during the period for which the Employee is on out of hours contact then the Employee receives payment for hours worked in accordance with clause 22(4) - Overtime Allowance of the Award.

- (f) Where an Employee rostered for on call or availability is recalled to duty, the time spent travelling to and from the place at which duty is to be performed, is included with actual duty for the purposes of overtime payment.
- (g) Minimum payment provisions do not apply to an Employee rostered for out of hours contact duty.
- (h) An Employee in receipt of an out of hours contact allowance and recalled to duty is not regarded as having performed emergency duty in accordance with clause 22(6) – Emergency Duty of the Award.
- (i) Employees subject to clauses 28.2 to 28.6 must be, where practicable, periodically relieved from any requirement to hold themselves on standby, on call or availability.
- (j) Employees cannot be on out of hours contact after the last working day preceding a period of annual leave or long service leave.

28.6. Where not covered by clauses 28.2 to 28.6, all other overtime provisions for an out of hours contact are in accordance with the Award.

29. WORKING FROM HOME

- 29.1. 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 27 – Flexible Working Arrangements must be made in writing setting out the details of the working from home arrangement sought.
- 29.2. 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 27 Flexible Working Arrangements of this Agreement.
- 29.3. 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.
- 29.4. 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.
- 29.5. 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.

- 29.6. 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 the 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.
- 29.7. 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.
- 29.8. 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 clause 27.10 of this Agreement.
 - (b) an Employee by giving 3 weeks' notice.
- 29.9. 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

- 29.10. If an Employee wants to dispute a decision to refuse a working from home arrangement they sought and/or the process in clause 27.9 Flexible Working Arrangements of this Agreement, they can use the Dispute Settlement Procedure at clause 73 of this Agreement.

30. WORKLOAD MANAGEMENT

- 30.1. Main Roads is committed to providing a safe and healthy work environment and must not require Employees to undertake an unreasonable workload in the ordinary discharge of their duties.
- 30.2. The objective of this clause is to ensure workload allocation is fair, manageable and without risk to health and safety.
- 30.3. Main Roads must take reasonable steps to ensure that Employees:
- (a) do not work excessive or unreasonable hours;
 - (b) are able to clear annual leave; and
 - (c) are paid or otherwise recompensed for work as provided for under this Agreement and the Award.

- 30.4. Employees are required to perform, attain or sustain a standard of work that can be reasonably expected of them.
- 30.5. Relevant indicators of workload must be monitored and recorded by Main Roads on an ongoing basis. Indicators include but are not limited to:
- (a) nature of work;
 - (b) work patterns;
 - (c) hours of work including level of flex credit hours 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 the Employee Assistance Program (EAP) provider and general feedback regarding workload issues, if raised, from EAP counsellors;
 - (n) exit information regarding workload, if raised; and
 - (o) summary information on the results of Employee workload surveys if conducted.
- 30.6. Where Employee performance issues are identified these are managed in accordance with Main Roads' Performance Improvement Process Guidelines and should take into account:
- (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.
- 30.7. 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.

- 30.8. Any disputes in relation to clause 30 are resolved in accordance with clause 73 – Dispute Settlement Procedure of this Agreement.
- 30.9. Where potential workload issues are identified by the Union or Main Roads, a review team is convened within 21 days of a written request from either party. The review team is made up of representatives nominated by Main Roads and the Union.
- 30.10. Once established, the review team must conduct a workload survey of affected Employees covered by this Agreement.
- 30.11. The review team determines the content and scope of the workload survey based upon relevant criteria stated in clause 30.5.
- 30.12. A workload survey can only be conducted where a workload survey has not been completed in the previous 12 months.
- 30.13. The collated results of the survey, together with the report outlining the findings of the review team, must be provided to the parties to the Agreement within two (2) months of the commencement of the survey.
- 30.14. 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

- 30.15. 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 agency 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.
- 30.16. Main Roads is committed to minimising work-related communications to support work/life balance for Employees, whilst ensuring operational needs are met.
- 30.17. 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.
- 30.18. Employees cannot be penalised or otherwise disadvantaged for choosing not to engage, respond or access work-related information or communication technologies outside their ordinary or rostered working hours.
- 30.19. This clause does not apply where an Employee is in receipt of an ‘Out of Hours Contact’ allowance and/or undertaking reasonable overtime in accordance with clause 28 – Overtime of this Agreement, or where an Employee has provided contact details for the purpose of being notified for available casual or overtime shift work.

Section 2: FLEXIBLE LEAVE PROVISIONS

31. ANNUAL LEAVE

31.1.

- (a) Except as provided in clause 31.13, each Employee is entitled to four (4) weeks' leave on full pay for each year of service. Annual leave is calculated on a daily basis.
- (b) An Employee can take annual leave during the calendar year in which it accrues, but the time during which the leave is taken is subject to the approval of Main Roads.
- (c) An Employee who is first appointed after January 1 is entitled to pro rata annual leave for that year in accordance with the formula contained in clause 31.18.

31.2. Annual leave can be taken in periods of one (1) hour or more as approved by Main Roads.

31.3. On written application, an Employee must be paid salary in advance when proceeding on annual leave.

31.4.

- (a) When the convenience of Main Roads is served, Main Roads can approve the deferment of the commencing date for taking annual leave, but such approval only remains in force for a period of one (1) year.
- (b) Main Roads can renew the approval referred to in clause 31.4(a) for a further period of a year or further periods of a year but so that an Employee does not at any time accumulate more than three (3) years' entitlement.
- (c) Where the convenience of Main Roads is served, Main Roads can approve the deferment of the commencement date for taking leave so that an Employee accumulates more than three (3) years' entitlement, subject to any condition which Main Roads determines.
- (d) When an Employee who has received approval to defer the commencement date for taking annual leave under clause 31.4(a), (b) or (c) next proceeds on annual leave, the annual leave first accrued is the first leave taken.

31.5. An Employee who, during an accrual period was subject to variations in ordinary working hours or whose ordinary working hours during the accrual period are less than the Employee's ordinary working hours at the time of commencement of annual leave, can elect to take a lesser period of annual leave calculated by converting the average ordinary working hours during the accrual period to the equivalent ordinary hours at the time of commencement of annual leave.

Annual Leave at Half Pay

31.6. This clause is read in conjunction with clause 23 - Annual Leave of the Award.

31.7. Main Roads has the discretion to approve Employee requests to take annual leave at half pay.

31.8. Subject to 31.9 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.

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

Pro Rata Additional Annual Leave for North West Employees

31.10.

- (a) An Employee whose Base Location is located north of the 26 degrees south latitude is entitled to 37.5 hours (or 40 hours where working a 40 hour week arrangement) leave in addition to the Employee's normal entitlement to leave.
- (b) North West Employees are provided the additional leave on a pro rata basis without the requirement for an Employee to first complete twelve 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 cannot exceed 37.5 hours for each completed twelve month period of continuous service. A North West Employee on a 40 hour week arrangement accrues 0.10959 hours of paid additional per day, provided the maximum cannot exceed 40 hours for each completed twelve month period of continuous service.
- (c) An Employee can proceed on leave by accessing the pro rata entitlement provided in clause 31.10(b).
- (d) Where an Employee is no longer located north of the 26 degrees South latitude, they cease to accrue the additional leave provided by clauses 31.10 to 31.14.
- (e) The additional leave provided by clause 31.10 may be carried from one (1) twelve month period of continuous service to another twelve month period.
- (f) Employees cannot accrue additional leave for any period of leave without pay exceeding 14 continuous calendar days. The twelve-month period of continuous service cannot include any period of leave without pay exceeding 14 calendar days.

31.11. On application to Main Roads, a lump sum payment for the money equivalent of any:

- (a) Accrued annual leave as prescribed by clause 31.1 or clause 31.6 is made to an Employee who resigns, retires, is retired or in respect of an Employee who dies. This also applies to an Employee who is dismissed unless the misconduct for which the Employee has been dismissed occurred prior to the completion of the qualifying period; and
- (b) Pro rata annual leave is made to an Employee who resigns, retires, is retired or in respect of an Employee who dies but not to an Employee who is dismissed.

31.12. An Employee who has been permitted to proceed on annual recreation leave and who ceases duty before completing the required continuous service to accrue the leave must refund the value of the unearned pro rata portion calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of an Employee.

31.13. Every Employee, other than an Employee referred to in clause 31.5, to whom Main Roads has granted annual leave in excess of four (4) weeks because of special circumstances is credited with such additional leave on a pro rata basis according to the following table:

Completed Month of Service	Pro rata Annual Leave (working days)	
	Five (5) Additional Days	Ten (10) Additional Days
1	Nil	Nil
2	Nil	1
3	1	2
4	1	3
5	2	4
6	2	5
7	2	5
8	3	6
9	3	7
10	4	8
11	4	9

31.14. Main Roads can direct an Employee to take annual leave and determine the date which such leave commences. Should the Employee not comply with the direction, disciplinary action can be taken against the Employee.

Annual Leave Loading

31.15.

- (a) Annual leave loading for Employees other than shift workers is paid in accordance with clause 31.16
- (b) Annual leave loading for Employees engaged on shift work is paid in accordance with clause 31.17.

Leave Loading for Non-shift Employees

31.16.

- (a) Leave loading payable on all annual leave accrued from 1 January 2012 onwards, is paid to Employees in accordance with the provisions contained in clauses 31.16 (c) to (j).
- (b) A loading of 17.5% calculated on the Ordinary Rate of Pay for a maximum of four (4) weeks' annual leave is paid to Employees on the first pay period in December in the calendar year in which the leave accrues.
- (c) The leave loading paid in accordance with clause 31.16(b) is the leave loading anticipated to be due on 31 December of that year.
- (d) Employees who are engaged after 1 January each year receive the 17.5% loading prescribed in clause 31.16(b) on pro rata annual leave accrued during that calendar year.

- (e) The maximum payment for the loading provided for in clause 31.16(b) cannot exceed a rate equivalent to 17.5% of four (4) weeks' salary of a General Division Level 8.1 Employee under the *Public Sector CSA Agreement 2024* (or its replacement) as at 1 January in the calendar year in which the leave accrues, in accordance with the following:

	Maximum leave loading for annual leave:	Maximum
(a)	Maximum leave loading payment in December 2024	\$1,940.28
(b)	Maximum leave loading payment in December 2025	\$2,118.80
(c)	Maximum leave loading payment in December 2026	\$2,192.90

- (f) 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:

$$\frac{\text{Average hours of work per fortnight in the calendar year in which the leave accrues}}{75} \times \frac{\text{Maximum loading in accordance with clause 31.16(e)}}{1}$$

- (g) (i) 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.
- (ii) Any allowance paid to an Employee for undertaking higher duties is only included if the allowance is payable during any period of leave taken during the calendar year as provided for under clause 56 - Higher Duties Allowance of this Agreement.
- (h) 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.
- (i) 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 clause 31.16 is to be paid on accrued and pro rata annual leave.
- (j) The loading does not apply to Cadets on full time study.

Leave Loading for Shift Work Employees

31.17.

- (a) This clause applies to shift work Employees.
- (b) Leave loading paid on all annual leave accrued from 1 January 2018 is paid to Employees in accordance with the provisions contained in clause 31.17 (c) to (i).
- (c) Subject to clauses 31.17(e) and 31.17(h) a loading equivalent 17.5% of the normal salary for a maximum of four (4) weeks' annual leave is paid to Employees on the first pay period in December in the calendar year in which the leave accrues.

- (d) Subject to clauses 31.17(e)(i) and 31.17(e)(iii) a loading equivalent of 20% of normal salary for up to five (5) weeks' leave is paid to shift workers who are granted an additional week's penalty leave.
- (e) (i) The loading is paid on a maximum of four (4) weeks' annual leave, or five (5) weeks in the case of shift workers who are granted an additional week's penalty leave. Payment of the loading is not made on additional leave granted for any other purpose (e.g. to Employees whose headquarters are located north of the 26 degrees south latitude).
- (ii) The maximum payment for the loading provided for in clause 31.17(c) cannot exceed a rate equivalent to 17.5% of four (4) weeks' salary of a General Division Level 8.1 Employee under the Public Sector CSA Agreement 2024 (or its replacement) as at 1 January in the calendar year in which the leave accrues, in accordance with the following:

	Maximum leave loading for annual leave:	Maximum
(a)	Maximum leave loading payment in December 2024	\$1,940.28
(b)	Maximum leave loading payment in December 2025	\$2118.80
(c)	Maximum leave loading payment in December 2026	\$2192.90

- (iii) The maximum payment to shift workers who are granted an additional week's penalty leave cannot exceed 5/4th of the rates prescribed in clause 31.17(e)(ii), in accordance with the following:

	Maximum leave loading for annual leave:	Maximum
(a)	Maximum leave loading payment in December 2024	\$2,425.35
(b)	Maximum leave loading payment in December 2025	\$2,648.50
(c)	Maximum leave loading payment in December 2026	\$2,741.13

- (f) (i) 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.
- (ii) Any allowance paid to an Employee for undertaking higher duties is only included if the allowance is payable during any period of leave taken during the calendar year as provided for under clause 56 - Higher Duties Allowance of this Agreement.
- (g) 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 clause 31.17 is to be paid on accrued and pro rata annual leave.
- (h) Part-time Employees is paid a pro rata loading at the applicable salary rate.
- (i) An Employee who has been permitted to proceed on annual leave and who ceases duty before completing the required continuous service to accrue the leave must refund the value of the unearned pro rata portion, except in the event of the death of an Employee.

Annual Leave Accrual

31.18.

- (a) An Employee employed after the first day of January in any year is entitled to pro rata annual leave for that year calculated on a daily basis. At the end of each calendar day of the year the Employee accrues 0.411 hours of paid annual leave provided the maximum accrual cannot exceed 150 hours for each completed calendar year of service. An Employee working on a 40 hour a week arrangement accrues leave at 0.438 hours of paid annual leave per calendar day provided the maximum accrual cannot exceed 160 hours for each completed year of service.
- (b) An Employee can take annual leave during the calendar year in which it accrues or anytime thereafter, but the time during which the leave is taken is subject to the approval of Main Roads.
- (c) An Employee who has been permitted to proceed on annual leave and who ceases duty before completing the required continuous service to accrue the leave, must refund the value of the unearned pro rata portion, calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of an Employee.

31.19. An Employee engaged on shift work who is rostered to work regularly on at least 11 Sundays and/or public holidays in a calendar year is entitled to one (1) week's leave in addition to the Employee's normal entitlement to annual leave.

31.20. No deduction is made from annual leave in respect of any period an Employee is on any form of paid leave.

31.21. An Employee can elect, with the consent of Main Roads, to accrue and carry forward a maximum of three (3) years' annual leave from the date of the entitlement.

31.22. An Employee does not accrue annual leave for:

- (a) that portion of an absence on personal leave through illness or injury that exceeds three (3) months without pay; or
- (b) the whole of any period of leave without pay under clause 23 Leave Without Pay that exceeds 14 calendar days in a calendar year.

For annual leave travel concession provisions, refer to clause 65.6.

Annual Stand Down

31.23. Main Roads can require an Employee to take accrued leave during stand down periods.

31.24. An Employee required to take leave during a stand down period is allowed to access the next annual leave credit in advance if they do not have sufficient accrued leave. An Employee who ceases employment with Main Roads before accruing the leave taken in advance is required to repay the value of the leave.

Portability

31.25. Main Roads must credit an Employee additional annual leave credits up to those held at the date that Employee ceased previous employment provided:

- (a) immediately prior to commencing employment with Main Roads, the Employee was employed in the service of the public service of Western Australia or any other state body of Western Australia;
- (b) the period of employment between the date when the Employee ceased previous employment and the date of commencing employment with Main Roads does not exceed one (1) week or any other period approved by Main Roads; and
- (c) leave credited reflects the daily hours of work or roster arrangement of the Employee at their date of commencement with Main Roads.

32. EMPLOYEE INITIATED CASH OUT OF ACCRUED ANNUAL LEAVE

- 32.1. The parties agree on the importance of Employees taking annual leave for the purposes of rest and recreation.
- 32.2. Clause 32, however, recognises that notwithstanding the importance of leave referred to in clause 32.1 some Employees could have excess and overdue annual leave. Clause 32 at the initiative of the Employee provides for Employees to receive payment in lieu of some of their unutilised accrued annual leave.
- 32.3. Subject to clause 32.4, Main Roads 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.
- 32.4. The following criteria applies to the cashing out of accrued annual leave:
 - (a) the Employee initiates a written request, to Main Roads, to cash out accrued annual leave;
 - (b) Main Roads agrees in writing to the request by the Employee;
 - (c) there is an annual leave entitlement that has accrued in previous years;
 - (d) no more than 50% of the Employee's total accrued annual leave entitlement can be cashed out;
 - (e) the remaining entitlements are not less than two (2) weeks accrued annual leave;
 - (f) each instance of cashing out of annual leave must be a separate written agreement between Main Roads and Employee; and
 - (g) annual leave accruing in the year the request for cashing out is made cannot be cashed out in that year.
- 32.5. It is the Employee's responsibility to seek information on any taxation implications arising from the payout of annual leave.

33. CHRISTMAS/NEW YEAR CLOSEDOWN

Observation of a closedown

- 33.1. Main Roads can observe a closedown over the Christmas/New Year period for the whole or part of Main Roads.
- 33.2. The dates/duration of the closedown is at the discretion of Main Roads, but cannot exceed five (5) working days.

Notification of a closedown

- 33.3. Main Roads 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

- 33.4. Employees can access the following forms of paid leave to cover the closedown period:
- (a) flex credit hours;
 - (b) rostered days/hours off; or
 - (c) time in lieu of overtime.
- 33.5. In the absence of sufficient flex credit hours the following types of paid leave are 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 34.14 of this Agreement;
 - (d) purchased leave; or
 - (e) day(s) in lieu of repealed public service holidays.
- 33.6. Employees who do not currently participate in existing flexible working arrangements can alternatively accrue flex credit hours throughout the calendar year, for the purpose of the closedown period, pursuant to clause 26 - Hours of Work of this Agreement.
- 33.7. The days/hours can only be accrued up to the maximum of the number of hours necessary to cover the period of the closedown.
- 33.8. At the discretion of Main Roads 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 flex credit hours to cover the period of the close down; or
 - (b) Employees who have not accrued sufficient flex credit hours to cover the period of the close down and have exhausted their paid leave credits.

Managing debit hours/days

- 33.9. 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.
- 33.10. Notwithstanding the provisions contained in clause 26.15 of this Agreement an Employee who has accrued hours for the purposes of a closedown and subsequently resigns, Transfers to another agency or otherwise has their employment terminated without being afforded the opportunity to clear their flex credit hours, is paid for those unused hours that relate only to the closedown.

34. LONG SERVICE LEAVE

- 34.1. Subject to clause 34.4, an Employee who has completed seven (7) years' continuous service with Main Roads is entitled to 65 days' long service leave on full pay.
- 34.2. For each subsequent period of seven (7) years' service an Employee is entitled to an additional 65 days' long service leave on full pay.
- 34.3. A long service leave entitlement which fell due prior to March 16, 1988 amounted to three (3) months. A long service leave entitlement which falls due on or after that date amounts to 65 days.
- 34.4. For the purposes of determining an Employee's long service leave entitlement under the provisions of clauses 34.1, 34.2 and 34.3 the expression "continuous service" includes any period during which the Employee is absent on full pay or part pay from the Employee duties, but does not include:
- (a) any period exceeding 14 calendar days during which the Employee is absent on leave without pay or parental leave without pay, unless Main Roads determines otherwise;
 - (b) any service by an Employee who resigns, is dismissed or whose services are otherwise terminated other than service prior to such resignation, dismissal or termination when that prior service had actually entitled the Employee to the long service leave provided under clause 34;
 - (c) any service of a Cadet whilst undertaking full-time studies.
- 34.5.
- (a) Long service leave must be taken within three (3) years of it becoming due, at the convenience of Main Roads. Main Roads can approve the deferment of long service leave in exceptional circumstances. Exceptional circumstances includes retirement within five (5) years of the date of entitlement.
 - (b) Approval to defer the taking of long service leave can be withdrawn or varied at any time by Main Roads giving the Employee notice in writing of the withdrawal or variation.
- 34.6. On application to Main Roads a lump sum payment for the money equivalent of any:
- (a) long service leave entitlement for continuous service as provided in clause 33.1 and clause 34.2 must be made to an Employee who resigns, retires, is retired or is dismissed or in respect of an Employee who dies;

- (b) pro rata long service leave based on continuous service of a lesser period than provided in clauses 34.1 and 34.2 for a long service leave entitlement is made:
 - (i) to an Employee who retires at or over the age of 55 years or who is retired on the grounds of ill health, if the Employee has completed not less than 12 months' continuous service before the date of retirement;
 - (ii) to an Employee who, not having resigned, is retired by Main Roads for any other cause, if the Employee has completed not less than three (3) years' continuous service before the date of retirement; or
 - (iii) in respect of an Employee who dies, if the Employee has completed not less than 12 months' continuous service before the date of death.
- (c) in the case of a deceased Employee, payment is made to the estate of the Employee unless the Employee is survived by a legal Dependant approved by Main Roads, in which case payment is made to the legal Dependant.

34.7. The calculation of the amount due for long service leave accrued and for pro rata long service leave is made at the rate of salary of an Employee at the date of retirement or resignation or death, whichever applies.

34.8. An Employee prior to commencing long service leave can request Main Roads' approval for the substitution of another date for commencement of long service leave.

34.9. On written application, an Employee must be paid salary in advance when proceeding on long service leave.

34.10.

- (a) Notwithstanding the provisions contained in clause 34 where an Employee was, immediately prior to being employed in Main Roads, employed in the service of the public service in Western Australia or any other state body in Western Australia that Employee is entitled to long service leave determined in the manner contained in this clause. Provided that the period between being employed in Main Roads and ceasing the previous employment described in this clause does not exceed one (1) week or a further period as determined by Main Roads.
- (b)
 - (i) The pro rata portion of long service leave to which the Employee would have been entitled up to the date of appointment is calculated in accordance with the provisions that applied to the previous employment referred to. However, in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment is deducted from any long service leave to which the Employee becomes entitled to under clause 34;
 - (ii) The balance of long service leave entitlement of the Employee is calculated in accordance with the provisions contained in clause 34.
- (c) Nothing in clause 34 confers on any Employee previously employed by those bodies specified in clause 34.10(a) any entitlement to a complete period of long service leave that accrued in the Employee's favour prior to the date on which the Employee commenced employment in Main Roads.

34.11.

- (a) A full-time Employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full and part-time basis can elect to take a lesser period of long service leave calculated by converting the part-time service to equivalent full-time service.
- (b) A full-time Employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on a part-time basis can elect to take a lesser period of long service leave calculated by converting the part-time service to equivalent full-time service.

Additional Leave Flexibilities

34.12. Access to accrued long service leave Entitlement

An Employee can, by agreement with Main Roads, clear any accrued entitlement to long service leave in minimum periods of one (1) day.

34.13. Cash Out of Accrued Long Service Leave Entitlement

An Employee can, by agreement with Main Roads, cash out any portion of an accrued entitlement to long service leave, provided the Employee proceeds on a minimum of ten (10) days' annual leave in that calendar year.

34.14. Early Access to Pro Rata Long Service Leave

- (a) Clause 34.14 is to be read in conjunction with clause 25 – Long Service Leave of the Award.
- (b) Subject to clause 34.14(d), Employees within seven years of their preservation age under Western Australian Government superannuation arrangements can, by agreement with Main Roads, choose early access to their long service leave at the rate of 9.28 days per completed 12 month period of continuous service for full time Employees.
- (c) Part-time and Casual Employees have the same entitlement as full time Employees.
 - (i) 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.
 - (ii) For Casual Employees their entitlement is calculated on a pro rata basis according to the average hours worked during the accrual period.
- (d) Early access to pro rata long service leave does not include access to long service leave which the Employee has accumulated or become entitled to, prior to being within seven (7) years of their preservation age.
- (e) Under clause 34.14, long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.
- (f) Employees can, by agreement with Main Roads:

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

34.15. Access to Half Pay or Double Pay

Main Roads can approve an Employee's request for long service leave for:

- (a) half the normal rate of pay and double the period of long service leave; or
- (b) double the normal rate of pay and half the period of long service leave, provided that there is a maximum of two (2) hours' leave for each hour accrued.

34.16. Main Roads must credit an Employee additional long service leave credits up to those held at the date that Employee ceased previous employment provided:

- (a) immediately prior to commencing employment with Main Roads, the Employee was employed in the service of the public service of Western Australia or any other state body of Western Australia;
- (b) the period of employment between the date when the Employee ceased previous employment and the date of commencing employment with Main Roads does not exceed one (1) week or any other period approved by Main Roads; and
- (c) leave credited reflects the daily hours of work or roster arrangement of the Employee at their date of commencement with Main Roads.

35. PUBLIC HOLIDAYS

35.1. The following days are holidays with pay:

New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Sovereign's Birthday, Western Australia Day, Labour Day, provided that Main Roads can approve another day to be taken as a holiday in lieu of any of the above-mentioned days.

35.2. When any of the days mentioned in clause 35.1 falls on a Saturday or on a Sunday, the holiday is observed on the next succeeding Monday.

When Boxing Day falls on a Sunday or Monday, the holiday is observed on the next succeeding Tuesday. Clause 35.2 does not apply to Easter Sunday.

In each case the substituted day is a holiday without deduction of pay and the day for which it is substituted is not a holiday.

35.3. Public holidays which fall during paid leave are paid and are not included as part of the leave period. Public holidays which fall during unpaid leave:

- (a) are unpaid if they fall during the leave period;
- (b) are paid if they fall at the beginning or end of the leave period.

Days in Lieu of the Repealed Public Service Holidays

- 35.4. For the purpose of clauses 35.5 to 35.7 “repealed public service holidays” are Easter Tuesday and 2nd January.
- 35.5. Employees are entitled to two days in lieu of the repealed public service holidays where they would normally be expected to work those days.
- 35.6. Subject to clauses 35.4, 35.5 and 35.7, days in lieu of the 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.
- 35.7. By prior agreement with Main Roads the day can be taken on the date of the relevant repealed public service holiday.

Easter Sunday

- 35.8. Permanent and Fixed Term Employees are provided an additional day of paid leave for Easter Sunday.
- 35.9. The day of paid leave is made available to the Employee regardless of whether the Employee would normally be expected to work on that date.
- 35.10. The day of paid leave accrues on the date that Easter Sunday falls each calendar year.
- 35.11. Employee access to the day of leave is subject to the conditions set out in clause 35.6(b)-(g).

36. PERSONAL LEAVE

Introduction

- 36.1. The provisions of this clause replace clause 31 – Short Leave, clause 27 – Carers Leave and clause 26 – Sick Leave with the exception of clause 26 (17) – War Caused Illnesses of the Award.
- 36.2. The intention of personal leave is to give Employees and Main Roads greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick and paid carer’s leave. Personal leave is not to be used for circumstances normally met by other forms of leave.
- 36.3. Clause 36 does not apply to Casuals with the exception of clause 36.40 personal leave without pay for the purposes of carer’s leave.

36.4. References to illness in clause 36 include physical and psychological ill health.

Entitlement

36.5. Main Roads must credit each full time Employee engaged on an ongoing basis with the following personal leave credits:

Employee Service	Personal Leave Cumulative	
	37.5 hour week	40 hour week
On the day of initial appointment	63.75 hours	68
On completion of 6 months continuous service	48.75 hours	52 hours
On the completion of 12 months continuous service	112.5 hours	120 hours
On the completion of each further period of 12 months continuous service	112.5 hours	120 hours

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

36.7. An Employee employed for a period less than twelve months is credited personal leave on a pro rata basis for the period of the contract.

36.8. In the year of accrual the 112.5 hours (37.5 hour week) or 120 hours (40 hour week) personal leave entitlement can be accessed for illness or injury, carer's leave, unanticipated matters or planned matters in accordance with the provisions of clause 36. On completion of each year unused personal leave is cumulative and added to personal leave accumulated from previous years.

36.9. Whilst Employees are able to access personal leave in accordance with clause 36.15, to ensure compliance with the *Minimum Conditions of Employment Act 1993* (WA) a minimum of 76 hours of personal leave per year must be available or accessed by the Employee for the purposes of:

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

The provisions of clause 36.9 apply to Part-time Employees on a pro rata basis.

36.10. An Employee is unable to access personal leave while on any period of:

- (a) leave without pay;
- (b) parental leave defined under clause 54.3 - 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 54.14 of this Agreement;
- (c) annual leave, except when annual leave is re-credited in circumstances provided for in clause 36.25 - Recrediting Annual Leave of this Agreement; or

- (d) Long service leave, except when long service leave is re-credited in circumstances provided for in clause 36.26 – Recrediting Long Service Leave of this Agreement.

- 36.11. Personal leave cannot be debited for public holidays, which the Employee would have observed.
- 36.12. If an Employee who is working a 37.5 hour week has exhausted all accrued personal leave Main Roads can allow the Employee who has at least twelve months' service to anticipate up to 38 hours personal leave from next year's credit. The amount of personal leave that can be anticipated by an Employee working other than a 37.5 hour week is proportionate to the ordinary hours worked. If the Employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to Main Roads, calculated at the salary rate as at the date the leave was taken, but no refund is required in the event of the death of the Employee.
- 36.13. In exceptional circumstances Main Roads can approve the conversion of an Employee's personal leave credits to half pay to cover an absence on personal leave due to illness.
- 36.14. Personal leave can be taken on an hourly basis.

Application for Personal Leave

- 36.15. 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 be 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.
- 36.16. Main Roads can grant two (2) 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 a birth of a Child to the member. This entitlement does not of itself limit an Employee's access to paid personal leave as provided for in clause 36.15 or partner leave as provided for by clause 54.30 to 54.32 – Partner Leave of this Agreement. This leave can also be substituted with accrued annual leave, long service leave, time off in lieu of overtime and/or flex credit hours to which the Employee is entitled.
- 36.17. Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.

- 36.18. 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.
- 36.19. 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

- 36.20. An application for personal leave exceeding two (2) consecutive working days must be supported by evidence that would satisfy a reasonable person of the entitlement.
- 36.21. In general, supporting evidence is not required for single or two (2) consecutive day absences. Where Main Roads has good reason to believe that the absence might not be reasonable or legitimate, Main Roads can request evidence be provided. Main Roads must provide the Employee with reasons for requesting the evidence. The leave cannot be granted where the absence is not reasonable or legitimate.
- 36.22. Personal leave is not granted where an Employee is absent from duty because of personal illness directly caused by the misconduct of the Employee.
- 36.23. Where there is doubt about the cause of an Employee's illness, Main Roads can require the Employee to submit to a medical examination by a medical practitioner of Main Roads' choice, which the Employee must attend. Where it is reported that the absence is because of illness caused by the misconduct of the Employee, 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.
- 36.24. If Main Roads 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 Main Roads. The fee for any such examination must be paid by Main Roads.

Re-crediting Annual Leave

- 36.25. Where during a period of annual leave an Employee:
- (a) is ill or injured for a period of at least seven (7) consecutive calendar days and;
 - (b) advises Main Roads 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;

Main Roads 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

- 36.26. 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 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;

Main Roads 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.

Worker's Compensation

- 36.27. 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 worker's compensation is decided in favour of the Employee, personal leave credits must be reinstated
- 36.28. 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.
- 36.29. Subject to clause 36.28, 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 the period of personal leave granted does exceed six months in a continuous absence, only the period in excess of six months is excised from qualifying service.

Personal Leave Without Pay Whilst Ill or Injured

- 36.30. 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. Main Roads must not unreasonably withhold this leave.
- 36.31. Personal leave without pay not exceeding a period of three (3) months in a continuous absence does not affect wages increment dates, anniversary date of personal leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three (3) months in a continuous absence, the period in excess of three (3) months is excised from qualifying service.
- 36.32. Personal leave without pay is not available to Employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in paragraphs (b), (c) or (d) of clause 36.15. However, applications for other forms of leave including unpaid carer's leave and leave without pay can be approved.

Other Conditions

- 36.33. Where an Employee who has been retired from the public service on medical grounds subsequently resumes duty, personal leave credits at the date of retirement are reinstated. This provision does not apply to an Employee who has resigned from the public service and is subsequently reappointed.

36.34. Unused personal leave is not cashed out or paid out when an Employee ceases their employment.

Portability

36.35. Main Roads 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 with Main Roads, the Employee was employed in the service of the public service of Western Australia or any other state body of Western Australia;
- (b) the period of employment between the date when the Employee ceased previous employment and the date of commencing employment with Main Roads does not exceed one (1) week or any other period approved by Main Roads; and
- (c) leave credited reflects the daily hours of work or roster arrangement of the Employee at their date of commencement with Main Roads.

Travelling time for Regional Employees

36.36. Subject to the evidentiary requirements set out in clauses 36.20 to 36.24, a regional Employee or the regional Employee's dependant or member of the Employee's household who requires medical attention at a medical facility in Western Australia located 240 km 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.

36.37. Main Roads can approve additional paid travel time to a medical facility in Western Australia where the Employee can demonstrate to the satisfaction of Main Roads that more travel time is warranted.

36.38. The provisions of clauses 36.36 and 36.37 Travelling Time for Regional Employees are not available to Employees whilst on leave without pay or personal leave without pay.

36.39. The provisions of clauses 36.36 and 36.37 – Travelling Time for Regional Employees 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 Permanent Employee for each full year of service and pro rata for any residual portion of employment.
- (b) An Employee employed on a fixed term contract for a period less than 12 months 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.

Personal Leave Without Pay for the Purposes of Carer's Leave

36.40. Subject to clause 36.41 an Employee, including a Casual Employee, is entitled to unpaid carer's leave of up to two (2) days for each occasion (a "permissible occasion") on which a member of the Employee's family or household requires care or support because of:

- (a) an illness or injury of the member;
- (b) an unexpected emergency affecting the member; or
- (c) the birth of a Child of the member.

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

36.42. The definition of family is the same as provided in clause 36.18.

36.43. Main Roads can grant an Employee personal leave without pay for the purposes of carer's leave in excess of two (2) days. Where a period of personal leave without pay for the purposes of carer's leave exceeds fourteen days in a continuous absence, the period in excess of fourteen days is excised from qualifying service for all purposes.

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

Personal leave for War-Caused Illness

36.45. An Employee who produces evidence from the Department of Veterans' Affairs stating that the Employee has a war-caused illness is credited special paid leave of 15 working days per annum.

36.46. Paid leave under clause 36.45:

- (a) can accumulate up to a maximum of 45 working days;
- (b) is to be recorded separately to the Employee's normal personal leave entitlement;
- (c) is only to be accessed for sickness related to the war-caused illness; and
- (d) can be accessed despite normal personal leave credits being available.

36.47. An application for paid leave under clause 36.45 is to be supported by evidence that would satisfy a reasonable person of the entitlement.

Mental Health

36.48. The Employer is committed to providing mentally healthy workplaces. This includes working to eliminate stigma attached to mental health in the workplace and provide support and assistance to Employees (e.g. through employee assistance program services and training) to manage mental health.

36.49. 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.

36.50. 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.

37. REPRODUCTIVE HEALTH LEAVE

Purpose

37.1. Employees are eligible to take reproductive health leave:

- (a) when chronic reproductive health conditions (such as, but not limited to, endometriosis, dysmenorrhea, 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

37.2. A permanent or fixed term contract Employee can access five (5) days of paid reproductive health leave per calendar year.

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

37.4. Part-time Employees receive reproductive health leave on a pro-rata basis, credited based on their contracted fraction of a full-time equivalent.

37.5. This clause does not apply to Casual Employees.

37.6. 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 flexitime or TOIL where credits are available.

37.7. Reproductive health leave can be taken on an hourly basis.

37.8. Reproductive health leave cannot be taken at half pay.

37.9. Reproductive health leave is not paid out on cessation of employment.

37.10. Reproductive health leave is non-cumulative.

Access to reproductive health leave

37.11. Reasonable and legitimate requests for reproductive health leave are approved subject to available credits.

37.12. 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 37.1, the Employer will substitute reproductive health leave for any leave that may have been approved in relation to the absence, with that leave being recredited.

Notice and evidentiary requirements

37.13. The Employee must notify the Employer of any absence as soon as practicable.

37.14. All requests for reproductive health leave must be supported by evidence that would satisfy a reasonable person of the entitlement.

37.15. 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.

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

Effect on other entitlements

37.17. Subject to 37.12 reproductive health leave cannot be accessed during any period of leave without pay or any other period of paid leave.

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

Interaction with other provisions of this Agreement

37.19. Employees who are experiencing reproductive health concerns have a right to request flexible work arrangements under clause 27 of this Agreement.

38. DISABILITY LEAVE

Purpose

38.1. 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

38.2. 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

38.3. Disability leave is available to all full-time and Part-time Employees, who live with a disability.

38.4. Disability leave is calculated on a pro-rata basis for Part-time Employees.

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

- 38.6. Disability leave is not available to casual Employees.
- 38.7. Disability leave cannot be accessed during any period of leave without pay or any other period of paid leave.
- 38.8. Disability leave is not paid out on the cessation of employment.

Entitlement

- 38.9. 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;
 - (e) obtaining a wheelchair or other equipment.
- 38.10. Disability leave credits are available from the Employee's first day of service.
- 38.11. Employees who are unfit for duty due to a personal illness associated with a disability must apply for Personal Leave.
- 38.12. Where an Employee has exhausted their disability leave entitlement, they can apply for other forms of leave in accordance with this Agreement, or access flexitime or TOIL where credits are available.
- 38.13. Disability leave can be taken as consecutive or single days, or as part days.
- 38.14. Disability leave is non-cumulative.

Evidence

- 38.15. The Employee must give the Employer notice as soon as practicable of their request to take leave under this clause.
- 38.16. An Employer may request evidence that would satisfy a reasonable person to support the taking of the leave.
- 38.17. 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

- 38.18. 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.
- 38.19. Any disclosure of information or documentation provided must be on a need to know basis only.

Effect on other entitlements

- 38.20. Disability leave will count as service for all purposes.

Interaction with other provisions of this Agreement

- 38.21. An Employee who has a disability has a right to flexible work arrangements under clause 27 of this Agreement.

39. FAMILY AND DOMESTIC VIOLENCE

- 39.1. In recognition that Employees sometimes face situations of violence or abuse in their personal life that can affect their attendance or performance at work Main Roads has agreed to the leave which is the subject of clause 39. Main Roads is committed to providing support to Employees that experience family and domestic violence.
- 39.2. 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.
- 39.3. Main Roads 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 faces disciplinary action.

Definition of Family and Domestic Violence

39.4.

- (a) The meaning of family and domestic violence is in accordance with the definition of 'family violence' in section 5A of the *Restraining Orders Act 1997 (WA)*.
- (b) To avoid doubt, this definition includes behaviour that:
- (i) is physically or sexually abusive;
 - (ii) is emotionally or psychologically abusive;
 - (iii) is economically abusive;
 - (iv) is threatening;
 - (v) is coercive;
 - (vi) in any other way controls or dominates the family or household member and

causes that person to feel fear for their safety or wellbeing or that of another person; or

- (vii) causes a Child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

Access to Family and Domestic Violence Leave

- 39.5. In accordance with clause 39, an Employee, including a Casual Employee, can make application for leave to deal with activities related to family and domestic violence. Main Roads must assess each application and give consideration to the personal circumstances of the Employee seeking the leave.
- 39.6. 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.
- 39.7. Subject to clauses 39.5 and 39.6, an Employee experiencing family and domestic violence has access to ten (10) non-cumulative days per year of paid family and domestic violence leave, in addition to their existing leave entitlements.
- 39.8. Upon exhaustion of the leave entitlement in clause 39.7, Employees are entitled to up to two (2) days' unpaid family and domestic violence leave on each occasion.
- 39.9. Family and domestic violence leave does not affect salary increment dates, long service leave entitlements or annual leave entitlements.
- 39.10. Subject to Main Roads' approval of the application, family and domestic violence leave can be taken as whole or part days off.
- 39.11. Application of the leave entitlement for Casual Employees applies to the extent of their agreed working arrangements.

Notice and Evidentiary Requirements

- 39.12. The Employee must give Main Roads notice as soon as reasonably practicable of their request to take leave under clause 39.
- 39.13. Supporting evidence of family and domestic violence can be required to access paid leave entitlements however this should not be onerous on the Employee. Leave can be granted without supporting documentation when the Manager is satisfied that it is not required.
- 39.14. Evidence can include a document issued by the police, a court, a legal service, a health professional, or a counsellor, a financial institution, a family and domestic violence support service or a refuge service. A statutory declaration can also be provided.
- 39.15. Such evidence is dealt with in accordance with the confidentiality provisions in clause 39. 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

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

39.17. Subject to Main Roads' approval of the application, and sufficient leave credits being available, leave can be taken as whole or part days off.

39.18. 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 or flex credit hours.

39.19. Approval of leave without pay is subject to the provisions of this Agreement and the Award.

Confidentiality

39.20. Main Roads must take all reasonable steps to ensure any information or documentation disclosed and or provided 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.

39.21. 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.

39.22. Clause 39 does not override any legal obligations to disclose information.

Contact Person

39.23. Main Roads must identify contact/s within the workplace who must be trained in family and domestic violence and associated privacy issues. Main Roads must advertise the name of any family and domestic violence contacts within the workplace.

Individual Support

39.24. Where there is a risk to the personal health or safety of an Employee who is experiencing or has experienced family and domestic violence, Main Roads, 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.

39.25. An Employee who is experiencing or has experienced family and domestic violence can access confidential counselling support via Main Roads' Employee Assistance Program (EAP).

Workplace Safety

39.26. Where an Employee raises issues of family and domestic violence Main Roads should establish with the Employee the level of risk and seek advice from the Human Resources directorate to review and implement specific safety and emergency management systems and plans.

39.27. With the exception of access to Main Roads' Employee Assistance Program (EAP) which is available to all Employees, the provisions of clause 39 are only applicable to Employees who are victims of family and domestic violence.

40. ABSENTEEISM MANAGEMENT – EVIDENCE REQUIREMENTS

40.1.

- (a) In addition to the provisions of clauses 36.20, 36.22 and 36.23 of this Agreement, where Main Roads has raised and documented concerns with an Employee about the number and/or timing of their personal leave absences without clear explanation in the previous three (3) months, Main Roads:
 - (i) can require, for the next three (3) months, medical practitioner certificates, dental practitioner certificates, statutory declarations, or certificates from a Health Professional or Allied Health Professional when personal leave is taken;
 - (ii) can extend the period referred to in clause 40.1(a)(i) for a further three (3) month period should personal leave absences without clear explanation or evidentiary support continue during this period; and
 - (iii) can cancel or reduce the period referred to in clause 40.1(a)(i) and (ii) where the matter is considered to have been resolved.
- (b) Any notification to an Employee under clause 40.1(a) must be provided in writing by Main Roads.
- (c) Employees must be provided with an opportunity to explain the number and/or timing of personal leave absences over the three (3) month period prior to implementation of the process contained in clause 40.1(a).
- (d) The evidence required in clause 40.1(a)(i) – (iii) replaces the provisions of clause 36.20 of this Agreement.
- (e) Main Roads cannot use the process contained in clause 40.1(a):
 - (i) for Employees who have produced evidence of an ongoing health problem and are taking personal leave due to that health problem; or
 - (ii) for Employees who have produced evidence that a person in their care has an ongoing health problem and are taking carers leave due to the health problem.

41. CEREMONIAL OR CULTURAL LEAVE

41.1. Cultural/ceremonial leave is available to all Employees.

- 41.2. Such leave includes leave to meet the Employee's customs, traditional law and to participate in cultural and ceremonial activities.
- 41.3. Employees are entitled to time off without loss of pay for cultural/ceremonial purposes, subject to agreement between Main Roads and Employee and sufficient leave credits being available.
- 41.4. Main Roads must assess each application for ceremonial/cultural leave on its merits and give consideration to the personal circumstances of the Employee seeking the leave.
- 41.5. Main Roads can request reasonable evidence of the legitimate need for the Employee to be allowed time off.
- 41.6. Cultural/ceremonial leave can be taken as whole or part days off. Each day or part thereof, is deducted from:
- (a) the Employee's annual leave entitlements;
 - (b) the Employee's accrued long service leave entitlements, but in full days only.
 - (c) accrued days off or time in lieu; or
 - (d) personal leave when entitlements under clause 41.6 (a), (b) and (c) have been fully exhausted.
- 41.7. Time off without pay can be granted by arrangement between Main Roads and the Employee for cultural/ceremonial purposes.

Cultural Leave for Aboriginal and Torres Strait Islanders

- 41.8. 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 or Torres Strait Islander lore, customs or traditional law; and
 - (b) community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals.
 - (c) attendance at matters relating to Native Title, which may be pre or post determination.
- 41.9. Up to five (5) days of paid cultural leave per calendar year is available under clauses 41.8 to 41.13. The leave need not be taken in one continuous period. Paid cultural leave cannot accrue from year to year and is not paid out on termination.
- 41.10. Main Roads must assess each application for cultural leave on its merits and consider the personal circumstances of the Employee seeking the leave.
- 41.11. Main Roads can request reasonable evidence of the legitimate need for the Employee to be allowed time off.

41.12. If Main Roads requires an Employee to attend to business associated with an Aboriginal or Torres Strait Islander organisation, or an organisation that works to facilitate Aboriginal or 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 clauses 41.8 to 41.13 or any other clause to enable it.

41.13. Cultural leave granted under clauses 41.8 to 41.13 is in addition to the leave provided by clause 49 – Bereavement Leave of this Agreement and clause 33 – Cultural/Ceremonial Leave of the Award.

42. BLOOD/PLASMA DONORS LEAVE

42.1. Subject to operational requirements, Employees are entitled to absent themselves from the workplace to donate blood or plasma in accordance with the following general conditions:

- (a) prior arrangements with the supervisor have been made and at least two (2) days' notice has been provided; or
- (b) the Employee is called upon by the Red Cross Blood Centre.

42.2. The notification period can be waived or reduced where the supervisor is satisfied that operations would not be unduly affected by the Employee's absence.

42.3. The Employee is required to provide proof of attendance at the Red Cross Blood Centre upon return to work.

42.4. Employees is entitled to two (2) hours of paid leave per donation for the purpose of donating blood to the Red Cross Blood Centre.

43. EMERGENCY SERVICE LEAVE

43.1. Subject to operational requirements, paid leave of absence is granted by Main Roads to an Employee who is an active volunteer member of State Emergency Service Units, St John Ambulance Brigade, Volunteer Fire and Rescue Service Brigades, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or FESA Units, in order to allow for attendance at emergencies as declared by the recognised authority and for training.

43.2. Main Roads must be advised as soon as possible by the Employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.

43.3. The Employee must complete a leave of absence form immediately upon return to work.

43.4. The application form must be accompanied by a certificate from the emergency organisation certifying that the Employee was required for the specified period.

43.5. An Employee, who during the course of an emergency, volunteers their services to an emergency organisation, must comply with clauses 43.2, 43.3 and 43.4 of this Agreement.

44. UNION FACILITIES FOR UNION REPRESENTATIVES

44.1. Main Roads recognises the rights of the Union to organise and represent its members. Union representatives in the agency have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing members' interests in the workplace, agency and Union electorate.

- 44.2. Main Roads recognises that, under the Union's rules, Union representatives are members of an Electorate Delegates Committee representing members within a Union electorate. A Union electorate can cover more than one agency.
- 44.3. Main Roads recognises Union representatives in the agency and must allow them to carry out their role and functions.
- 44.4. The Union must advise Main Roads in writing of the names of the Union representatives in the agency.
- 44.5. Main Roads must recognise the authorisation of each Union representative in the agency and provide them with the following:
- (a) Paid time off from normal duties to perform their functions as a Union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the electorate delegates committee and to attend Union business in accordance with clause 45 – Leave to Attend Union Business.
 - (b) Access to facilities required for the purpose of carrying out their duties. Facilities can include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities must not unreasonably affect the operation of the organisation and must be in accordance with normal agency protocols.
 - (c) A noticeboard for the display of Union materials including broadcast email facilities.
 - (d) Paid access to periods of leave for the purpose of attending Union training courses in accordance with clause 46 – Trade Union Training Leave. Country representatives are provided with appropriate travel time.
 - (e) Notification of the commencement of new Employees and time to discuss the benefits of Union membership with new Employees as part of their formal induction program. Where the induction is wholly online, the Union must be afforded the opportunity to provide content on the benefits of Union membership for inclusion in the online induction program.
 - (f) Access to Awards, Agreements, policies and procedures.
 - (g) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.
 - (h) (i) A page on the Main Roads intranet that includes the names of Union representatives and their contact information, a link to the Union website and other relevant general information as agreed between the parties.

(ii) Main Roads retains responsibility for updating the page within two (2) business days of receiving written advice from the Union requesting change(s).
- 44.6. Main Roads recognises that it is paramount that Union representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a Union representative.

Union meetings

44.7. Subject to reasonable notice being provided to Main Roads:

- (a) Employees are granted paid time off to attend up to four (4) meetings per calendar year of up to one (1) hours duration at the workplace held by the Union;
- (b) where a meeting exceeds one (1) hour, any absence is without pay for that part of the meeting which exceeds one (1) hour; and
- (c) to conduct these meetings the Union, upon written request, must be 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.

44.8. 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 addresses, and business phone numbers where available.

Provision of Agency Structure Information

44.9. Main Roads 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.

45. LEAVE TO ATTEND UNION BUSINESS

45.1. Main Roads must grant paid leave at the Ordinary Rate of Pay during normal working hours to an Employee:

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

45.2. The granting of leave is subject to convenience and only approved:

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

45.3. Main Roads is not liable for any expenses associated with an Employee attending to Union business.

- 45.4. Leave of absence granted under clause 45 includes any necessary travelling time in normal working hours.
- 45.5. An Employee is not entitled to paid leave to attend to Union business other than as prescribed by clause 45.
- 45.6. The provisions of clause 45 do not apply:
- (a) to special arrangements made with the Union which provide for unpaid leave for Employees to conduct Union business;
 - (b) when an Employee is absent from work without the approval of Main Roads; and
 - (c) to Casual Employees.

46. TRADE UNION TRAINING LEAVE

- 46.1. Subject to Main Roads' convenience and the provisions of this clause :
- (a) Main Roads must grant paid leave of absence during normal working hours to Employees who are nominated by the Union to attend short courses relevant to the Public Sector or the role of Union workplace representative, conducted by the Civil Service Association.
 - (b) Main Roads must grant paid leave of absence during normal working hours to attend similar courses or seminars as from time to time approved by agreement between Main Roads and the Union.
- 46.2. An Employee is granted up to a maximum of five (5) days paid leave per calendar year for trade Union training or similar courses or seminars as approved. However, leave of absence in excess of five (5) days and up to ten (10) days can be granted in any one (1) calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten (10) days.
- (a) Leave of absence is granted at the Ordinary Rate of Pay and does not include shift allowances, penalty rates or overtime.
 - (b) Where a public holiday or rostered day off falls during the duration of a course, a day off in lieu of that day cannot be granted.
 - (c) Subject to clause 46.3(a), shift workers attending a course are deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
 - (d) Part-time Employees receive the same entitlement as full-time Employees, but payment is only made for those hours that would normally have been worked but for the leave.
- 46.3.
- (a) Any application by an Employee must be submitted to Main Roads for approval at least four (4) weeks before the commencement of the course unless Main Roads agrees otherwise.

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

46.4. A qualifying period of twelve months service must be served before an Employee is eligible to attend courses or seminars of more than a half-day duration. Main Roads can, where special circumstances exist, approve an application to attend a course or seminar where an Employee has less than twelve months service.

46.5.

- (a) Main Roads is not liable for any expenses associated with an Employee's attendance at trade union training courses.
- (b) Leave of absence granted under clause 46 includes any necessary travelling time in normal working hours immediately before or after the course.

47. DEFENCE FORCE RESERVES LEAVE

47.1. Main Roads must grant leave of absence for the purpose of Defence Service to an Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence Service means service, including training, in a part of the Reserves or Cadet Force.

47.2. Leave of absence can be paid or unpaid in accordance with the provisions of clause 47.

47.3. Application for leave of absence for Defence Service, in all cases, is accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the Employee must provide a certificate of attendance to Main Roads.

47.4. Paid Leave

- (a) An Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave for Defence Service, subject to the conditions contained in clause 47.
- (b) Part-time Employees receive the same paid leave entitlement as full-time Employees, but payment is only made for those hours that would normally have been worked but for the leave.
- (c) On written application, an Employee is paid salary in advance when proceeding on such leave.
- (d) Casual Employees are not entitled to paid leave for the purpose of Defence Service.
- (e) An Employee is entitled to paid leave for a period not exceeding 105 hours on full pay in any period of twelve months commencing on 1 July in each year.

- (f) An Employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of twelve months commencing on July 1. Pay for this leave is at the rate of the difference between the normal remuneration of the Employee and the Defence Force payments to which the Employee is entitled if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, public holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the Employee.

47.5. Unpaid Leave

- (a) Any leave for the purpose of Defence Service that exceeds the paid entitlement prescribed in clause 47.4 is unpaid.
- (b) Casual Employees are entitled to unpaid leave for the purpose of Defence Service.

47.6. Use of Other Leave

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

48. WITNESS AND JURY SERVICE

Witness

- 48.1. An Employee subpoenaed or called as a witness to give evidence in any proceeding must as soon as practicable notify the Manager/supervisor who must notify Main Roads.
- 48.2. Where an Employee is subpoenaed or called as a witness to give evidence in an official capacity that Employee is granted by Main Roads leave of absence with pay, but only for such period as is required to enable the Employee to carry out duties related to being a witness. If the Employee is on any form of paid leave, the leave involved in being a witness is reinstated, subject to the satisfaction of Main Roads. The Employee is not entitled to retain any witness fee.
- 48.3. An Employee subpoenaed or called as a witness to give evidence in an official capacity must, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify Main Roads.
- 48.4. An Employee subpoenaed or called, as a witness on behalf of the Crown, not in an official capacity is granted leave with full pay entitlements. If the Employee is on any form of paid leave, this leave cannot be reinstated as such witness service is deemed to be part of the Employee's civic duty. The Employee is not entitled to retain any witness fees.
- 48.5. An Employee subpoenaed or called as a witness under any other circumstances other than specified in clauses 48.2 and 48.4 is granted leave without pay except when the Employee makes an application to clear accrued leave in accordance with Award provisions.

Jury

- 48.6. An Employee required to serve on a jury must as soon as practicable after being summoned to serve, notify the supervisor/Manager who must notify Main Roads.

- 48.7. An Employee required to serve on a jury must be granted by Main Roads leave of absence on full pay, but only for such period as is required to enable the Employee to carry out duties as a juror.
- 48.8. An Employee granted leave of absence on full pay as prescribed in clause 48.7 cannot accept any juror's fees.

49. BEREAVEMENT LEAVE

- 49.1. The provisions contained in this clause replace those contained in clause 32 – Bereavement Leave of the Award.
- 49.2. Employees, on the death of:
- (a) the spouse or de-facto Partner of the Employee;
 - (b) a former spouse or former de-facto Partner of the Employee;
 - (c) a Child, step-child, foster child or Grandchild of the Employee (including an adult Child, step-child or Grandchild);
 - (d) a parent, step-parent, foster parent or grandparent of the Employee;
 - (e) a parent in law or former parent in law of the Employee;
 - (f) a brother, sister, step brother or step sister of the Employee; or
 - (g) any other person who, immediately before that person's death, lived with the Employee as a member of the Employee's household;
- be eligible for up to five (5) days' paid bereavement leave.
- 49.3. Main Roads 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.
- 49.4. The five (5) days need not be consecutive.
- 49.5. Bereavement leave is not taken during any other period of leave, including periods of unpaid leave.
- 49.6. Payment of such leave can be subject to the Employee providing evidence, if so requested by Main Roads, of the death or relationship to the deceased that would satisfy a reasonable person.
- 49.7. An Employee requiring more than five (5) days' bereavement leave in order to travel interstate or overseas in the event of a death of a person referred to in clause 49.2 or 49.3, can, in addition to any bereavement leave to which the Employee is eligible and upon providing evidence that would satisfy a reasonable person, have immediate access to annual leave and/or accrued long service leave or leave without pay provided all accrued leave is exhausted.
- 49.8. Refer to clause 65.7 for travel time related to bereavement leave.

50. PROFESSIONAL DEVELOPMENT LEAVE

Professional Development Leave

- 50.1. At Main Roads' discretion professional development leave for up to 12 months can be provided to an Employee to increase their expertise. This is subject to the development being relevant to the Employee's area of expertise and to Main Roads' needs.
- 50.2. Leave can be paid or unpaid depending on individual circumstances. Assistance can also be provided with fees and other expenses. Conditions for each individual case is negotiated between Main Roads and the Employee. Agreed conditions must be confirmed in writing by Main Roads and signed by the Employee.

Professional Conference and Workshop Assistance

- 50.3. Main Roads can assist with travel and accommodation expenses, and provide study leave, to Employees travelling at their own expense who wish to participate in a conference, workshop or other learning and development opportunity.

51. FOSTER CARER'S LEAVE

- 51.1. Foster carer's leave is available to an Employee providing foster, kinship or short-term care to enable them to attend to the care of a Child in an emergency or other out of home care placement.
- 51.2. A permanent Employee, fixed term contract Employee, or Casual Employee has access to three paid days of non-cumulative leave per calendar year.
- 51.3. Employees must give reasonable notice prior to taking foster carer's leave and must provide an estimate of the period of absence from work.
- 51.4. Employees can, by agreement with Main Roads, take foster carer's leave in minimum periods of one hour.
- 51.5. Leave credits can be used to attend training associated with the Employee's Foster Carer responsibilities.
- 51.6. Employees must provide Main Roads with documentation supporting their eligibility for the leave.
- 51.7. The entitlement to foster carer's leave in accordance with clause 51.2 for Casual Employees applies to the extent of their agreed working arrangements.

52. PUBLIC HEALTH EMERGENCY LEAVE

Definitions

- 52.1. In this clause :

- (a) "Public health emergency" means an incident or emergency that is the subject of Directions issued under Parts 11 or 12 of the *Public Health Act 2016* (WA).

- (b) “Diagnosed person” means a person who has a current positive test for a disease 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 calculated with reference to the Employee’s rostered future shifts or, if there is no certainty about future rosters, the preceding four-week average of shifts worked.

Special Public Health Emergency Leave

- 52.2. The Employer is to credit each Employee with 20 days of non-cumulative special public health emergency leave on January 1 each year.
- 52.3. An Employee employed on a fixed term contract for a period of 12 months or more is to be credited with the same entitlement as a permanent Employee. An Employee on a fixed term contract for a period less than 12 months is to be credited on a pro rata basis for the period of the contract.
- 52.4. A Part-time or Casual Employee is to be credited with the same entitlement as a full time Employee, calculated on a pro rata basis according to the number of hours worked each fortnight.
- 52.5. Employees absent on special public health emergency leave are to receive their ordinary pay.
- 52.6. Employees who have exhausted their special public health emergency leave can access existing personal leave entitlements under clause 36 – Personal Leave of this Agreement.

Eligibility for Special Public Health Emergency Leave

- 52.7. Special public health emergency leave can only be taken in respect of absences from work during:
 - (a) a public health emergency; or
 - (b) other significant events as agreed between the Union and the Executive Director GLSR.
- 52.8. An Employee who is a diagnosed person or is subject to a government requirement to isolate or quarantine can access special public health emergency leave before existing personal leave entitlements under clause 36 – Personal Leave of this Agreement.
- 52.9. Employees with caring responsibilities can access special public health emergency leave if they are caring for, or providing support to a member of the Employee’s family or household because:
 - (a) the other person is a diagnosed person or is subject to a government requirement to isolate or quarantine; or
 - (b) a child’s school has closed or the person’s other care arrangements are unavailable because of a public health emergency.

- 52.10. Compassionate access to special public health emergency leave can be granted in exceptional circumstances despite not being a reason referred to in clause 52.9.
- 52.11. Special public health emergency leave is not debited for public holidays that the Employee would have observed.
- 52.12. An Employee is unable to access special public health emergency leave while on any period of:
- (a) leave without pay;
 - (b) parental leave defined under clause 54.3 – Terms used on this Agreement;
 - (c) annual leave, except when annual leave is re-credited in circumstances provided for in clause 36.25 – 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 36.26 – Re-crediting long service leave of this Agreement.

Notice and Access

- 52.13. Special public health emergency leave can be taken on an hourly basis.
- 52.14. Reasonable and legitimate requests for special public health emergency leave are approved subject to available credits. Where practicable, the Employee must give reasonable notice before taking leave.
- 52.15. 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

- 52.16. Main Roads can require evidence that would satisfy a reasonable person to support an application for special public health emergency leave.

53. COMPASSIONATE LEAVE FOR EARLY PREGNANCY LOSS

- 53.1. The provisions of this clause are to be read in conjunction with clause 54.14 - Parental leave where pregnancy ends without birth of living Child, the Child dies or the Child or Employee hospitalised and clause 54.25 - Unpaid special pregnancy leave of this Agreement.
- 53.2. An Employee or partner of the Employee is entitled to up to three consecutive days of paid compassionate leave on each occasion a pregnancy ends without the birth of a living child up to 20 weeks before the expected date of birth. An Employee is entitled to leave under clause 53 if they were pregnant, or if their partner was pregnant.
- 53.3. Leave commences from the date the pregnancy ends and is not to be taken during any other period of leave, including unpaid leave.
- 53.4. The Employee must provide notice as soon as reasonably practicable indicating the period of leave sought and anticipated return to duty.

53.5. 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.

53.6. The provisions of clause 53.1 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.

54. PARENTAL AND RELATED LEAVE

Preliminary

54.1. This clause replaces the parental leave provisions contained in clause 28 – Parental Leave of the Award.

54.2. 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

54.3. 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 54.8(d);
- (d) “flexible parental leave” means unpaid parental leave taken by an Employee under clause 54.20;
- (e) “grandparental leave” means leave to which an Employee is entitled under clauses 54.33 to 51.35;
- (f) “parental leave” means leave to which an Employee is entitled under clauses 54.6 to 54.22;
- (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 54.30 to 54.32;
- (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 Applicable Award or any other relevant industrial instrument that applies to the public sector.

54.4. Employees to whom clause 54 applies:

- (a) Clause 54 applies to —
 - (i) permanent Employees; and
 - (ii) fixed term contract Employees; and
 - (iii) eligible casual Employees,
 - (iv) whether employed on a full-time or part-time basis.
- (b) For the purposes of clause 54, 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

54.5. 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 public sector Employees are the primary care giver of a child during different periods of time, their entitlement to paid or unpaid parental leave under clause 51 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 54.8 (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 54.14 -Parental leave where pregnancy ends without birth of living child, the child dies or the child or Employee is hospitalised.
- (f) An Employee who commences parental leave does not have a separate entitlement to unpaid parental leave under clause 54.8 - 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

54.6. Eligible Employees can 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; and
 - (iii) remaining paid parental leave can be accessed by another eligible Employee.

54.7. 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 54.7(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 54.9 - 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.

54.8. 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 clause 54 as an Employee who is the primary care giver for the child.
- (b) An Employee who commences unpaid parental leave under clause 54 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 clause 54 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 clause 54, they can take unpaid parental leave during the same time that their partner takes unpaid parental leave (concurrent leave).
 - (ii) The concurrent leave—
 - (aa) must not be longer than 8 weeks in total; and
 - (bb) can be taken in separate periods but, unless the Employer agrees, each period must not be shorter than 2 weeks.

54.9. 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 immediately preceding the parental leave, whether on a full-time or part-time basis.
- (b) For the purposes of clause 54, 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 36.30 - Personal Leave without Pay Whilst Ill or Injured.
- (c) For the purposes of clause 54, continuous service includes a period of service as an eligible casual Employee if —
 - (i) the eligible casual Employee has become a permanent or fixed term contract Employee with the same Employer; and
 - (ii) any break between service as an eligible casual Employee and service as a permanent or fixed term contract Employee does not exceed 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.

54.10. Taking Parental Leave

- (a) An Employee must take parental leave in one continuous period, except as otherwise provided by clause 54.
- (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 54.17 - Interaction with other leave entitlements);
 - (ii) any period during which the Employee engages in special parental leave employment as referred to in clause 54.19 - 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 54.14 - 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 54.11 - 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.

54.11. 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 clause 54 if it was not reasonably practicable for the Employee to comply because of an early birth or placement for adoption or because of other compelling circumstances.
- (e) An Employee who has given notice of proposed parental leave is required to give their Employer before proceeding on leave, reasonable evidence detailing —
 - (i) in the case of a pregnant Employee – the expected date of birth (including by the provision of a medical certificate); or
 - (ii) in any other case – the relationship the Employee has with the child and the Employee's responsibility for the care of the child.

54.12. 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 54.8 - Special unpaid parental leave entitlements for Employees who share a responsibility for care and supervision of a child the day the Employee begins to share the responsibility with their partner or another person for the care and supervision of their child or their partner's biological child.

54.13. 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.

54.14. 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 clause 54 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).

54.15. 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 54.19 – Employment during unpaid parental leave.
- (h) For the purposes of determining the amount of paid parental leave of an Employee to whom clause 54.24 - 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.

54.16. 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 clause 54.
- (b) The period of extended leave is a period of parental leave for the purposes of clause 54.
- (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 54.16(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.

54.17. 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 clause 54 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 54.22 - 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.

54.18. 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 69 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 clause 54.

54.19. Employment during unpaid parental leave

- (a) In clause 54 —
 - (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—
 - (aa) that is of an intermittent nature or for a limited specified period (special temporary employment); or
 - (bb) 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 clause 54, 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 clause 54, 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 54.17 - 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 public sector industrial instruments;
 - (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 public sector industrial instruments.
- (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.

54.20. 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 54.16 - 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 clause 54 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).

54.21. 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—
 - (aa) Immediately before proceeding on parental leave; or
 - (bb) immediately before any modification of or absence from work under clause 54.24 - 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.

54.22. Effect of parental leave on contract of employment

- (a) Paid parental leave counts as qualifying service for all purposes under public sector industrial instruments.
- (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 a public sector industrial instrument, 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 any applicable provision of a public sector industrial instrument.
- (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 clause 54.

Special provisions relating to pregnant Employees

54.23. 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.

54.24. 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
 - (aa) the end of the risk period stated in the medical certificate or other reasonable evidence provided by the Employee;
 - (bb) the end of the day on which the pregnancy ends (whether with or without the birth of a living child).

54.25. 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 clause 54 to unpaid special pregnancy leave (including by the provision of a medical certificate).
- (e) The entitlement of a pregnant Employee to parental leave under clause 54 is not reduced by any period of unpaid special pregnancy leave taken by the Employee while pregnant.
- (f) Special pregnancy leave is not required to be taken in a continuous period with parental leave.
- (g) Clause 54.22 - 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

54.26. Date of placement of child

- (a) For the purposes of the provisions of clause 54 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.

54.27. 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.

54.28. 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 clause 54.

54.29. 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

54.30. 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 54.3(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 partner leave pursuant to 54.30(e)(i) will reduce the total amount of paid parental leave they may access at 54.6 by a commensurate amount.
- (g) However, an eligible Casual Employee can only take partner leave as unpaid leave.

54.31. 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.

54.32. 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 54.22 - 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

54.33. 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

- (d) the grandchild is not (otherwise than because of the adoption) the grandchild or grand-stepchild of the Employee.
- (e) An Employee has only a single entitlement, and not separate entitlements, to grandparental leave for grandchildren of a multiple birth or adoption.
- (f) An Employee is not entitled to grandparental leave if they —
 - (i) are a casual Employee (including an eligible casual Employee); or
 - (ii) have taken or are on parental leave in connection with the birth or adoption of the same grandchild of the Employee.

54.34. 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.

54.35. 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 54.18 - Communication during parental leave and clause 54.22 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.

55. SUPERANNUATION ON UNPAID PARENTAL LEAVE

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

- (a) Clause 54.6 – Period of parental leave to which eligible Employee is entitled;
- (b) Clause 54.8 – Special unpaid special parental leave entitlements for Employees who share responsibility for care and supervision of child;
- (c) Clause 54.14 - Parental leave where pregnancy ends without birth of living Child, the Child dies or the Child or Employee hospitalized;
- (d) Clause 54.20 - Flexible unpaid parental leave; and
- (e) Clause 54.25 - Unpaid special pregnancy leave

55.2. 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.

55.3. Superannuation contributions made under this clause are calculated:

- (a) in respect of the period of unpaid parental leave, unpaid adoption leave or unpaid other parental leave taken or 24 weeks; whichever is lesser;
- (b) based on the amount that would have been paid to the Employee had they taken paid parental leave for that period and in accordance with the following:
 - (i) clause 54.15 – 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;
exclusive of shift and weekend penalties;

55.4. 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.

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

PART E ALLOWANCES

56. HIGHER DUTIES ALLOWANCE

- 56.1. This clause replaces clauses 19(6), (7) and (8) – Higher Duties Allowance of the Award.
- 56.2. An Employee who is directed by Main Roads to act in a position which is classified higher than the Employee's own substantive position and who performs the full duties and accepts the full responsibility of the higher position for a:
- (a) continuous period of three (3) consecutive working days or more;
 - (b) discrete periods between one (1) and two (2) working days, which reoccur over a period of four weeks or more;

shall, subject to the provisions of clause 19 of the Award and this clause, be paid an allowance equal to the difference between the Employee's own salary and the salary the Employee would receive if the Employee was permanently appointed to the position in which the Employee is so directed to act.

Provided that where the hours of duty of an Employee performing shift work are greater than 7½ hours per day as provided for in paragraph (3)(a) of Clause 21. - Shift Work Allowance of the Award the allowance shall be payable after the completion of 22.5 consecutive working hours in the higher classified position. This period shall not include any time worked as overtime.

- 56.3. Where the full duties of a higher position are temporarily performed by two (2) or more Employees they are each paid an allowance as determined by Main Roads.
- 56.4. An Employee who is directed to act in a higher classified position but who is not required to carry out the full duties of the position and/or accept the full responsibilities, is paid such proportion of the allowance provided for in clause 56.2 as the duties and responsibilities performed bear to the full duties and responsibilities of the higher position. Provided that the Employee must be informed, prior to the commencement of acting in the higher classified position, of the duties to be carried out, the responsibilities to be accepted and the allowance to be paid. The allowance paid can be adjusted during the period of higher duties.
- 56.5. Where an Employee who has qualified for payment of higher duties allowance under clause 56 is required to act in another position or other positions classified higher than the Employee's own for periods less than five (5) consecutive working days without any break in acting service, such Employee must be paid a higher duties allowance for such periods: provided that payment must be made at the highest rate the Employee has been paid during the term of continuous acting or at the rate applicable to the position in which the Employee is currently acting - whichever is the lesser.
- 56.6. Where an Employee is directed to act in an position which has an incremental range of salaries such an Employee is entitled to receive an increase in the higher duties allowance equivalent to the annual increment the Employee would have received had the Employee been permanently appointed to such position; provided that acting service with allowances for acting in positions for the same classification or higher than the position during the eighteen months preceding the commencement of such acting accumulates as qualifying service towards such an increase in the allowance.

Paid Leave

- 56.7. Where an Employee who is in receipt of an allowance granted under clause 56 and has been so for a continuous period of twelve months or more, proceeds on any period of paid leave and:
- (a) resumes in the position immediately on return from leave, the Employee continues to receive the allowance for the period of leave; or
 - (b) does not resume in the position immediately on return from leave, the Employee continues to receive the allowance for the period of leave accrued during the period of higher duties.
- 56.8. Where an Employee who is in receipt of an allowance granted under clause 56 and has been so for less than twelve months, proceeds on a period of paid leave, whether in excess of the normal entitlement or not, the Employee continues to receive the allowance for the period of normal leave provided that:
- (a) During the Employee's absence, no other Employee acts in the position in which the Employee was acting immediately prior to proceeding on leave; and
 - (b) The Employee resumes in the position immediately on return from leave.
- 56.9. For the purpose of 56.8 the expression 'normal leave' means the period of paid leave an Employee would accrue in twelve months. It also includes any public holidays and leave in lieu accrued during the preceding twelve months taken in conjunction with such paid leave.

Part-Time Higher Duties Allowance Arrangement

- 56.10. Where a Part-time Employee acts in a higher position, the allowance is payable after the completion of 22.5 hours of service in that position. The 22.5 hours service in the higher position must be worked consecutively according to the hours the Part-time Employee normally works.
- 56.11. Where the higher position is a part-time position, the allowance is payable after the completion of 22.5 hours service in that position. The 22.5 hours service in the higher position must be worked consecutively according to the normal working hours of the part-time position for which the allowance is being paid.

57. DIRTY WORK AND PERSONAL PROTECTIVE EQUIPMENT

- 57.1. This clause replaces clause 48 – Protective Clothing of the Award.
- 57.2. PPE clothing is to be provided by Main Roads in accordance with Personal Protective Equipment (PPE) & Clothing Requirements Safety Practice (as amended or replaced).
- 57.3. An Employee engaged in work of an unusually dirty nature, and where clothes are unduly soiled by the work, or are required by Main Roads to wear Personal Protective Equipment (PPE) clothing must be provided with the necessary PPE clothing or clothing for such dirty work.

- 57.4. Full time Employees required to wear clothing for dirty work or PPE clothing are paid a fortnightly allowance of \$7.00 for the laundering costs of the clothing where the laundering is the responsibility of the Employee. Part-time Employees are entitled to a prorated allowance based on hours worked.
- 57.5. The allowance rate in clause 57.4 is adjusted annually, on 1 July of each year, in accordance with movements arising from the State Wage Case as determined by the Western Australian Industrial Relations Commission.
- 57.6. The allowance is not paid during any periods of paid or unpaid leave.
- 57.7. The JCC is the forum to discuss issues concerning the allocation of PPE clothing and clothing for such dirty work.
- 57.8. Nothing contained in this clause affects the obligations of Main Roads to provide PPE pursuant to the *Work Health and Safety Act 2020* (as amended or replaced).

58. USING TELEPHONES FOR MAIN ROADS BUSINESS

- 58.1. If the Employee is required to use their own telephone for Main Roads business they must be reimbursed the call costs and receive 1/52 of the annual rental for each seven (7) calendar days or part thereof that they are required to use their telephone for Main Roads business.
- 58.2. Out of Hours Phone Contact
- (a) Clause 58 applies to a salaried Employee who agrees in writing to remain contactable via mobile phone, and in a reasonably fit state, for the purposes of receiving urgent, regular calls and to provide appropriate advice.
 - (b) The Employee receives an hourly allowance at the rate of one third (1/3) 'availability' rate specified in the Award.
 - (c) Where the Employee reasonably determines, due to the nature of the emergency, that it is essential to return to the place of work, the Employee must receive payments at the applicable overtime rates in accordance with the provisions of the Award.
 - (d) An Employee can withdraw from the 'contact' arrangement by giving 14 calendar days prior written notice to Main Roads.

59. DISTRICT ALLOWANCE

- 59.1. Employees of Main Roads are entitled to District Allowance in accordance with the provisions contained within the District Allowance (Government Officers) General Agreement 2010, or its replacement.
- 59.2. Clauses 59.3 to 59.6 of this Agreement replace clauses 9.1.4 and 9.1.5 of the District Allowance (Government Officers) General Agreement 2010 respectively.
- 59.3. When an Employee is on approved annual leave, the Employee is, for the period of such leave, paid the District Allowance to which the Employee would ordinarily be entitled.

- 59.4. When an Employee is on approved personal leave or bereavement leave, the Employee is, for the period of such leave, paid the District Allowance to which they Employee would ordinarily be entitled to a maximum of two (2) 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.
- 59.5. Notwithstanding clause 59.4, Main Roads can approve payment of a District Allowance for an Employee on approved personal leave in excess of two (2) weeks where Main Roads considers the payment being justified by the circumstances.
- 59.6. Except as otherwise provided in clause 59, when an Employee is on long service leave or other approved leave with pay the Employee is only be 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.
- 59.7. The parties agree that any increase to District Allowance rates resulting from negotiations between the Government and public sector Unions for a replacement for the District Allowance (Government Officers) General Agreement 2010 is payable as per that replacement District Allowance General Agreement.

60. SHIFT WORK ALLOWANCE

- 60.1. In this clause the following expressions have the following meaning:

“Day shift” means a shift commencing at or after 6.00 am and before 12.00 noon.

“Afternoon shift” means a shift commencing at or after 12.00 noon and before 6.00 pm.

“Night shift” means a shift commencing at or after 6.00pm and at or before 5.59 am.

“Public holiday” means a holiday provided in clause 35 – Public Holidays of this Agreement.

- 60.2. An Employee required to work an afternoon shift will, in addition to the Ordinary Rate of Pay, be paid an allowance in accordance with the following formula for each hour so worked:

$$\frac{\text{Annual Salary}}{1} \times \frac{12}{313} \times \frac{1}{75} \times \frac{15}{100}$$

- 60.3. Notwithstanding clause 60.2, the minimum amount payable per shift to an Employee required to work afternoon shift is the allowance payable to an Employee with an annual salary of level 1.4 as per Attachment A – Salary Rates (i) General Division of this Agreement using the formula provided in clause 60.2.

- 60.4. An Employee required to work a weekday night shift will, in addition to the Ordinary Rate of Pay, be paid an allowance in accordance with the following formula for each shift so worked.

$$\text{Annual salary} \times \frac{12}{313} \times \frac{1}{75} \times \frac{20}{100}$$

- 60.5. Notwithstanding clause 60.4, the minimum amount payable per shift to an Employee required to work night shift is the allowance payable to an Employee with an annual salary of level 1.4 as per Attachment A – Salary Rates (i) General Division of this Agreement using the formula provided in clause 60.4.
- 60.6. For the purposes clause 60 “annual salary” is the Ordinary Rate of Pay payable for the position as prescribed in Attachment A – Salary Rates of this Agreement.
- 60.7. For the avoidance of doubt, where a shift commences on one day and concludes on the following day, hours is paid at the rate applicable to the day on which they were worked.
- 60.8. Rosters must be made available to Employees at least five (5) working days prior to commencement of the roster.
- 60.9. A roster can only be altered on account of contingency, which Main Roads could not have reasonably been expected to foresee. In such case the Employee must be notified at least 24 hours before the changed shift commences.

Saturday, Sunday and Public Holiday Penalties

- 60.10. Work performed during ordinary rostered hours on Saturdays is paid for at the rate of time and one-half, on Sundays at the rate of time and three quarters and on public holidays at double time and one-half. These rates are paid in lieu of the allowance prescribed in clause 60.2 or clause 60.4.

Weekend Penalty Rates for Casual Employees

- 60.11. Casual Employees are entitled to weekend shift penalties as follows:

- (a) Work performed during ordinary rostered hours on Saturdays and public holidays is paid for at the rate of time and one-half (Casuals are already paid a loading in lieu of public holidays).
- (b) Work performed during ordinary rostered hours on Sundays is paid for at the rate of time and three quarters.
- (c) These rates are paid in addition to but not compounded on the casual loading provided in clause 15.70.

Pro-Rata Additional Annual Leave for Shift Workers

- 60.12. An Employee engaged on shift work who is rostered to work regularly on Sundays and/or public holidays is entitled to five day's leave in addition to their normal entitlement to annual leave.
- 60.13. For the purposes of clause 60.12, 'regularly rostered' means the Employee is rostered to and works on at least eleven Sundays and/or public holidays in a period of up to twelve months continuous service.
- 60.14. This entitlement accrues according to the following table, provided that the maximum accrual cannot exceed five (5) days (37.5 hours) for each completed twelve-month period of continuous service.

Number of Sundays and/or public holidays rostered and worked within a 12 month period	Additional leave entitlement (accrual portion)
3	1 day
5	2 days
7	3 days
9	4 days
11	5 days

60.15. Where an Employee is no longer rostered to work regularly on Sundays and/or public holidays they cease to accrue the additional leave provided by clause 60.

60.16. The additional leave provided by clause 60 may be carried from one (1) twelve month period of continuous service. to another twelve month period.

60.17. The twelve-month period of continuous service does not include any period of leave without pay exceeding 14 continuous calendar days.

60.18. A Part-time Employee is entitled to pro rata additional leave, to be calculated according to the hours the Employee worked on the Sundays and/or public holidays required for each accrual portion. Where these hours varied, the entitlement is determined according to an average of the hours worked on the Sundays and/or public holidays required for each accrual portion.

60.19. Other provisions are in accordance with the Award.

61. MEALS AND ACCOMMODATION

61.1. Main Roads has the ability to determine the appropriate method for payment and/or responsibility for meals and accommodation arrangements.

61.2. Working Away from Base Location

(a) A reference to a period of days in clause 61 means a period of calendar days.

No overnight stay

(b) An Employee who is required to travel outside a radius of 50 kilometres from their Base Location without an overnight stay can claim reimbursement for meals which occur during the time they are outside the 50 kilometre radius, subject to the Employee's certification that each meal claimed was actually purchased, as follows: (for rates see Attachment B, Column A, Items 12 or 13),

Time when Employee is outside the 50km radius	Allowance Paid
Employee outside 50km before 8.00am or usual start time, whichever is the earlier	Breakfast
Work extends between 12.00pm – 2.00pm	Lunch
Employee not within 50km by 6.30pm	Dinner

Overnight stay

- (c) Main Roads must cover the costs of providing meals and accommodation when Main Roads requires an Employee to stay away from their Base Location overnight due to work requirements.
- (d) All accommodation arranged by Main Roads must be of an appropriate standard.

61.3. Where an overnight stay is involved meals and accommodation are provided from the following options:

- (a) Main Roads provides meals and accommodation

Main Roads pays for meals and accommodation in hotel, motel, or in other accommodation with meals provided (not camp). An incidental allowance is paid to an Employee at the rates provided in Attachment B - Meal and Accommodation Allowance, Column A, Item 1, 2 or 3.

- (b) Main Roads provides accommodation and the Employee provides meals

Main Roads pays for accommodation in hotel, motel or camp or other. Meal allowance as follows:

- (i) Hotel, Motel or Other (not Camp)

Where the stay is 14 days or less, or the accommodation does not have a fully equipped kitchen, the Employee is paid a meal and incidental expenses allowances as per Attachment B – Meal and Accommodation Allowance, Column A, Items 1,2 or 3 and Items 12,13 or 14.

Where the stay is in excess of 14 days, and the accommodation is provided at no cost to the Employee (including utilities costs) and the accommodation includes a fully equipped kitchen then the Employee is paid the Permanent Camp without Cook rate as outlined below.

- (ii) Camping

The rates below are applicable. Permanent Camp means Main Roads Camp or Contractors Camp, with Camp otherwise meaning rough camp.

South of 26° South Latitude

ITEM			RATE PER DAY
(1)	Permanent Camp	Cook provided	40.60
(2)	Permanent Camp	No Cook provided	54.10
(3)	Other Camping	Cook provided	67.65
(4)	Other Camping	No cook provided	81.15

North of 26° South Latitude

ITEM			RATE PER DAY
(1)	Permanent Camp	Cook provided	58.55
(2)	Permanent Camp	No Cook provided	72.10
(3)	Other Camping	Cook provided	85.60
(4)	Other Camping	No cook provided	99.15

(c) Employee provides meals and accommodation

When an Employee is authorised to pay for all meals and accommodation in a hotel, motel or other accommodation the Employee is paid a meals and accommodation allowance at the rates provided in Attachment B, Meal and Accommodation Allowance Column A Items 4 to 8 where hotel or motel accommodation is utilised, or Items 9, 10 or 11 if other than a hotel or motel is utilised.

61.4. Payment for Part Days

(a) Where an Employee is entitled to a meal and/or accommodation allowance in accordance with clause 61.3 (c) and is in a location for part of a day a portion of the relevant allowance is paid as follows:

Time	Percentage of Daily Rate on day of Departure	Percentage of Daily Rate on day of Return
8:00 am or before	100 %	0 %
After 8:00 am to 1.00 pm	90 %	10 %
After 1:00 pm to 6:00 pm	75 %	25 %
After 6:00 pm	50 %	50 %
11pm or later	0%	100%

If travelling between two locations (including between an Employee's home and a location) the time spent travelling is counted as time in the destination, except when returning to Base Location the time spent travelling is at the last overnight location.

61.5. Payment During Weekends or Work Cycle Breaks

The allowances described in clause 61.3 continue during weekends or work cycle breaks where the Employee remains in the work location because Main Roads and the Employee considers it is not practical to return to the Base Location. The allowances cease when Main Roads and the Employee considers it is practical to return to the Base Location as per clause 63 –Travel.

61.6. Payment During Leave

During paid or unpaid personal leave the allowances described in clause 61 continue if the Employee remains in the work location but ceases if the Employee returns to their Base Location. The allowances are not paid during annual or long service leave.

61.7. Temporary Change to Base Location

- (a) Where the Employee is to work in a location other than the Employee's Base Location for a period of greater than six (6) months, an Employee is not entitled to meal and accommodation allowances for any period of the temporary placement in the other location.
- (b) Payment for travel on weekends is per clause 61.5.
- (c) Payment during leave is per clause 61.6.

61.8. The provisions of clause 61 will be amended to allow for adjustment in accordance with movements to rates in clause 41 – Camping Allowance, clause 49 – Relieving Allowance and clause 53 – Travelling Allowance of the Award.

62. OVERNIGHT TRAVEL ALLOWANCE

62.1. This clause is read in conjunction with clause 53 – Travelling Allowance of the Government Officers Salaries, Allowances and Conditions Award 1989.

62.2. 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.

63. TRAVEL

63.1. All work-related travel is paid and/or accrued at ordinary rates unless otherwise provided for in clause 63.

63.2. Travel on Engagement and Termination of Employment

- (a) Transport costs are not paid on engagement unless it is agreed by Main Roads in writing prior to starting work.
- (b) Transport costs on termination of employment are only be paid by Main Roads where an Employee and their family, if applicable, has been Transferred to a Base Location other than the Base Location the Employee commenced employment with Main Roads. Costs cannot exceed transport costs to Perth.
- (c) All travel on engagement or termination of employment is in an Employee's own time and is unpaid.

63.3. Daily Travel to Worksite

- (a) All travel between an Employee's home and their usual office, depot or pick up point is in an Employee's own time and at the Employee's expense.
- (b) Where an Employee is required to report direct to the work site (including driving or travelling in a Main Roads vehicle) instead of the usual office, depot or pick up point:

- (i) normal work hours commence when an Employee reaches the worksite;
 - (ii) average travel time to and from the worksite is paid at ordinary rates;
 - (iii) only travel time in excess of the usual time spent by an Employee travelling to and from their residence to the usual office or depot is payable;
 - (iv) provided that for all Employees, with the exception of Contract Surveillance Employees who are supplied with a vehicle, there is no entitlement where the total travel time is less than 30 minutes for either the approach or return trips.
- (c) where the Employee is not provided with a Main Roads vehicle, the rates provided for in Attachment D – Motor Vehicle Allowance Part 2 of this Agreement apply for the additional distance travelled beyond that normally travelled from their residence to the usual office or depot and the return distance from the usual office or depot to residence.

63.4. Travel When Working in a Different Location

- (a) Where the nature and location of the work requires the Employee to live away from their Base Location, travel time and cost of transport for rest and recreation during weekends or work cycle breaks is paid as follows:
 - (b) Where it is practical to return on weekends or work cycle breaks
 - (i) Where Main Roads and the Employee considers it is practical for an Employee to return to their Base Location each weekend or work cycle break Main Roads pays travel time at ordinary rates and transport costs.
 - (ii) If the average travel time between Base Location and work location exceeds four hours, entitlements to travel time and cost of transport is negotiated on a case by case basis.
 - (c) Where it is not practical to return on weekends or work cycle breaks
 - (i) Where Main Roads and the Employee considers it is not practical to return to the Base Location each weekend or work cycle break, arrangements for time for travel back to the Base Location and payment for travel time is negotiated between Main Roads and the Employee at the beginning of each such job.
 - (ii) Main Roads pays the cost of transport back to the Base Location at the agreed times.
 - (iii) An Employee can request travel to a location other than their Base Location. This can be approved by Main Roads provided costs to Main Roads do not exceed the cost of travel to the Base Location.
 - (iv) Employees receive an additional day's leave, to be provided as time in lieu, for every completed four (4) working weeks they are away from their Base Location. Main Roads pays travel time at ordinary rates and transport costs back to the Base Location at the agreed times.
- (d) Where an Employee is working in a position with a Base Location different from their substantive position, Main Roads pays for travel time at commencement and cessation of the period at ordinary rates and transport costs.

63.5. Travel for Training and Development and Interviews

Where Main Roads directs Employees to attend training and development or job interviews, Main Roads pays for travel time at ordinary rates and transport costs.

63.6. Payment of Transport Costs

- (a) Main Roads will, where practicable, provide a Main Roads vehicle to Employees travelling for work related purposes.
- (b) Where a Main Roads vehicle is not available and the Employee is required to use their own vehicle, Main Roads authorises an Employee to use their own vehicle, and must reimburse transport costs at the rates provided for in Attachment D – Motor Vehicle Allowance, Part 2 of this Agreement.
- (c) Where a Main Roads vehicle is available but the Employee requests to use their own motor vehicle, transport costs are paid at half the motor vehicle allowance provided in Attachment D – Motor Vehicle Allowance, Part 2 of this Agreement.
- (d) Notwithstanding the provisions in clause 63.6(a), (b) and (c), Main Roads can agree to some other arrangement with the Employee.
- (e) For all other travel covered by:
 - (i) Travel When Working In Different Location;
 - (ii) Travel When Acting or Relieving in a Different Location; and
 - (iii) Relocation.

the Employee is entitled to claim half the rate provided in Attachment D – Motor Vehicle Allowance, Part 2 of this Agreement.

63.7. For the purposes of clause 63.6, “work related” travel means approved travel on Main Roads official business.

63.8. Waiting Time at Airports

- (a) Where an Employee is required to wait for flights to or from a destination prior to, or after completing business on behalf of Main Roads, the Employee:
 - (i) Can be assigned other reasonable duties by Main Roads until required to leave for the airport for the next flight. The Employee is entitled to payment at the appropriate rate of salary including the relevant overtime allowance.
 - (ii) Where other duties are not assigned, can elect to utilise, for their own purposes:
 - (aa) Time off in lieu; and/or
 - (bb) Flex credit hours.
 - (iii) Can be credited hours at the normal rate for:
 - (aa) The period stipulated by the airline carrier as the required check-in time prior to departure; and/or

(bb) If there is no overnight stay, the period of time spent between completion of duties and the next available flight.

(b) Compensation for waiting time is by agreement between Main Roads and the Employee. The Employee can, with the agreement of Main Roads, utilise one of or a combination of the options provided in clause 63.8(a)(ii) and (iii).

63.9. The provisions of clause 63 will be amended to allow for adjustment in accordance with movements in rates in clause 46 – Motor Vehicle Allowance of the Award.

64. RELOCATION

64.1. Subject to clause 64.6, relocation allowances are paid to compensate an Employee who is Transferred and relocated from one town to another provided that:

- (a) Employees are Transferred to meet Main Roads requirements;
- (b) Employees are recruited to a new position;
- (c) Employees have requested a Transfer from the Base Location they commenced their employment in and they have been employed with Main Roads for a period greater than three (3) years within that Base Location; or
- (d) for other circumstances at the discretion of Main Roads.

Relocation allowances include:

- Disturbance Allowance;
- Property Allowance;
- Removal Allowance; and
- Transfer Allowance.

64.2. Disturbance Allowance

The disturbance allowance covers all costs associated with:

- (a) the installation of a telephone at the new residence providing a telephone was installed at the previous residence;
- (b) connection or re-connection of water, gas and electricity services at the Employee's new residence; and
- (c) redirection of mail to the Employee's new residence.

Main Roads reimburses actual expenses when an Employee produces receipts or other documentation as required.

64.3. Property Allowance

- (a) Property allowance is paid for Expenses incurred in the sale of the Employee's home in the previous Locality and in the purchase of a Residence in the new Locality provided that at the date of the advice of the Transfer the Employee:
 - owned and occupied the Residence;

- was purchasing a Residence under a contract of sale providing for vacant possession; or
- was building a house for their own occupation when completed.

The Employee is expected to both sell and buy a new place of Residence. The Commissioner of Main Roads has discretion to approve payments under clause 60 where there has not been a sale of Property in the previous location in cases where it has not been practical to purchase a Residence.

- (b) Where the Employee sells or purchases a Residence jointly, or in common with a person other than a Partner or Dependant, they are only entitled to the proportion of Expenses for which they are responsible.
- (c) Applications for property allowance must be supported with appropriate evidence of Expenses incurred. Expenses covered by Main Roads include:
- (i) selling a Property
- (aa) 50% of a licensed Real Estate Agent's commission (as defined by the appropriate professional organisation) or the costs of advertising if sold privately;
 - (bb) if a solicitor was engaged to act in connection with the sale of the Residence, the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor in respect to the sale,
 - (cc) settlement fees paid to a solicitor or Settlement Agent;
 - (dd) fees and Expenses for discharging a first mortgage; and
 - (ee) fees paid to the Registrar of Titles.
- (ii) buying a Property
- (aa) settlement fees paid to a solicitor or Settlement Agent or reasonable costs if the Employee acts on their own behalf;
 - (bb) valuation fees for taking out a mortgage;
 - (cc) stamp duty; and
 - (dd) fees paid to the Registrar of Titles.
- (d) Further explanation of the terms used in clause 64 is contained in clause 14 – Interpretation and Definitions, where they specifically relate to the property allowance provisions.

64.4. Removal Allowance

- (a) Removal allowance for property and possessions includes:
- (i) the actual cost (including insurance) of moving household furniture and effects up to a maximum of 45 cubic metres. Main Roads can approve larger volumes in special cases.

- (ii) accelerated depreciation for each occasion the Employee is required to transport furniture and household effects. The allowance paid is \$633.00 if furniture is valued at \$3792.00 or more.
 - (iii) the costs associated with the sale or storage of furniture if it is not required in the new location. Costs of storage include insurance premiums and are paid for a maximum of four (4) years. Main Roads can approve payment for a longer period in special cases.
 - (iv) transport of two (2) motor vehicles to the new location. The Employee can choose to transport a trailer, boat or caravan in lieu of the second vehicle. If the Employee tows the trailer, boat or caravan to the new residence, the additional rate per kilometre is to be 4.0 cents per kilometre for a boat or caravan, and 2.5 cents per kilometre for a trailer.
 - (v) reimbursement of reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum amount of \$233.00.
- (b) For the purpose of clause 64.4 pets are defined as dogs, cats, birds or other domestic animals kept by an Employee or the Employee's Dependants for the purpose of household enjoyment. Pets do not include domesticated livestock, native animals or equine animals.
- (c) Employees can claim the following for the relocation of themselves, their Partner and dependent family to a new Base Location:
- (i) A meals and accommodation allowance as per clause 61.2, for the Employee only, or receive reimbursement by providing receipts for actual costs of meals and accommodation for themselves, their spouse and dependent family members, and
 - (ii) costs of transport. If the Employee travels by motor vehicle, payment is made in accordance with clause 63.6 - Payment of Transport Costs.
- (d) The Employee is allowed reasonable travel time during work hours. Reasonable time is determined by Main Roads for the particular relocation.
- (e) Employees are provided with reasonable time during work hours to pack and unpack their belongings when relocating between regions.

64.5. Transfer Allowance

Employees Transferred to a new Base Location can claim for a meals and accommodation allowance as per clause 61.2, for the Employee only, or receive reimbursement by providing receipts for actual costs of meals and accommodation for the Employee, their spouse and dependent family members for up to fourteen days while the Employee's furniture is in transit, or if the new residence is unable to be occupied. The fourteen days can be extended at the discretion of Main Roads in exceptional circumstances.

64.6. Special Conditions for Development Employees

A Development Employee participating in a regional placement is entitled to:

- accommodation free of charge, up to a maximum of twelve months;

- two (2) weeks' meals and accommodation allowance at the rates provided in Attachment B – Meal and Accommodation Allowances, Column A, Items 5 or 6; and
- all allowances and conditions applicable to the region in which the Employee is placed.

A Development Employee is also entitled to Removal Allowance for the moves to and from the regional placement, and Disturbance Allowance on return to their Base Location.

64.7. The provisions of clause 64 are amended to allow for adjustment in accordance with movements in rates in clause 43 – Disturbance Allowance, clause 47 – Property Allowance, clause 50 – Removal Allowance and clause 52 – Transfer Allowance of the Award.

65. SPECIAL CONDITIONS FOR REMOTE LOCATIONS (REGIONAL INITIATIVES)

65.1. Payment of Allowances

- Employees based in remote locations are paid various allowances to alleviate the extra costs of living and working in a remote location for Employees and their families.
- Where the Employee's Partner/Dependant is receiving allowances for these purposes from their Employer the amount paid to the Employee is reduced by the amount paid to the Employee's Partner/Dependant.
- An Employee who is employed on a part-time basis is not entitled to the commuted overtime allowance specified in clause 65.3. A Part-time Employee is entitled to all other allowances in clause 65 on a pro-rata basis.
- The allowances are paid during periods of paid annual leave and, except for clause 65.3, for periods of paid long service leave or other approved paid leave where the Employee or Partner/Dependant remain in the Region during the period of paid leave.
- All allowances cease on the last working day within a remote location.

65.2. Power Subsidies

The Main Roads policy entitled Regional Employees' Air Conditioning and Hot Water System Subsidies contains the details of these subsidies.

65.3. Commuted Overtime Allowance

Employees located in the regions are paid a commuted overtime allowance for additional weekly hours of work, as follows:

Regions as detailed in Attachment H	Additional Hours worked per week	Annual % pay rate in lieu
Kimberley, Pilbara, Gascoyne (outside the area bounded by Minilya, Gascoyne Junction and Yaringa)	5 hours per week	18.0 %
Gascoyne, Goldfields-Esperance	3 hours 45 minutes per week	13.5%
Mid West, Wheatbelt, South West, Great Southern	2.5 hours per week	9.0%

- (a) The commuted overtime allowance is not paid where Employees take long service leave, unpaid leave or greater than ten (10) continuous working days of personal leave.
- (b) All other overtime worked in excess of clause 65.3(a) is paid in accordance with clause 22 – Overtime Allowance of the Award.
- (c) The parties agree that clause 65.3 is to be reviewed over the life of the Agreement.

65.4. Payment when Working in a Different Location on a Temporary Basis

	Employee Normally Based in a Remote Location		Employee Normally NOT Based in a Remote Location	
	Hotel/Motel Accommodation	Other Arrangements	Hotel/Motel Accommodation	Other Arrangements
District Allowance	Refer to clause 59	Refer to clause 59	Refer to clause 59	Refer to clause 59
Power and Water Subsidy	Paid subsidy (or reimbursement) as per Base Location – subject to subsidy period.	Paid subsidy (or reimbursement) as per Base Location – subject to subsidy period.	Not paid	Paid only if Employee is paying separate utilities accounts – subject to subsidy period.
Commuted Overtime	Paid if period is in excess of one (1) month as per Base Location up to a maximum of six (6) months, then reverts to new location, if any.	Paid if period is in excess of one (1) month as per Base Location up to a maximum of six (6) months, then reverts to new location, if any.	Paid as per new location if period is in excess of one (1) month.	Paid as per new location if period is in excess of one (1) month.
Commuted Overtime (periods of less than one month)	If period is less than one (1) month, paid specific overtime is claimed. Employee to be paid at higher rate, if rate is higher in new location.	If period is less than one (1) month, specific overtime is claimed. Employee to be paid at higher rate, if rate is higher in new location.	If period is less than one (1) month, specific overtime is claimed.	If period is less than one (1) month, specific overtime is claimed.

Annual Leave Travel Concessions

65.5. Travel Time and North/West Leave

- (a) An Employee based in a remote location located north of the 26 degrees south latitude receives either travel days as contained in Attachment F of this Agreement and annual north west leave in accordance with clause 31.10, or, an annual percentage pay out in lieu of a combination of travel days and north west leave as follows:

Main Roads Region	Annual % pay out in lieu
Kimberley	3.8 %
Pilbara	3.5 %
Mid West – Gascoyne Located north of the 26 degrees south latitude)	3.5 %

- (b) An Employee who chooses to receive the annual percentage pay out in lieu, in accordance with clause 65.5(a), must apply for the entitlement:
- (i) on arrival in the location; or,
 - (ii) on the 12 month anniversary of their arrival in the location for the entitlement to apply in that upcoming year.
- (c) Employees other than those designated in clause 65.5(a) whose headquarters are situated two hundred and forty kilometres or more from Perth General Post Office and who travel to Perth for their annual leave can be granted reasonable travelling time to enable them to complete the return journey.

65.6. Travel Concessions during Leave

- (a) Employees in Mid West - Gascoyne (located north of the 26 degrees south latitude), Goldfields-Esperance, Pilbara and Kimberley Regions proceeding on annual leave are entitled to concessions contained in Attachment F – Travel Concessions for Annual Leave of this Agreement, provided that the Employee has at least 12 months service in that location.
- (b) Where an Employee is entitled to a travel concession under clause 65.6(a), a travel concession covering the cost of airfares or motor vehicle allowance up to the value of a return fully flexible and refundable airfare to Perth only, is provided for each Employee and each of their Dependants when proceeding on annual leave to a location other than Perth or Geraldton.
- (c) The concession lapses if not taken within 12 months of becoming due.
- (d) A travel concession for the Employee's Partner cannot be paid if provided for by the spouse's employer.
- (e) Only one annual leave travel concession per Employee and Dependand per annum is available.

- (f) An Employee can take an annual leave travel concession in advance subject to the Employee completing the 12 months service in the region. If the Employee does not complete 12 months service in the region, they are required to refund the full cost of any travel concession provided.
- (g) Where agreement is not reached the provisions of clause 73 - Dispute Settlement Procedure, of this Agreement applies.
- (h) For the purposes of determining eligibility for annual leave travel concession in accordance with Attachment F, a Dependant means:
 - (i) a Partner, and/or
 - (ii) any Child who relies on the Employee for their main financial support, who does not have an equivalent entitlement of any kind.
- (i) For the purposes of the definitions at clause 65.6(h), a Child is considered to rely on the Employee for their main financial support where that Child is the recipient of income of less than half the annualised WA minimum adult wage as at 30 June of the immediate past financial year, excluding income from a disability support pension.

65.7. Travelling Time During Bereavement Leave For Regional Employees

- (a) Clause 65.7 applies to an Employee who is based outside the Metropolitan Region and becomes entitled to bereavement leave.
- (b) Subject to prior approval from Main Roads, an Employee entitled to bereavement leave and who, as a result of such bereavement travels more than 240 km from the 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.
- (c) Main Roads must not unreasonably withhold approval.
- (d) Main Roads can approve additional paid travel time where the Employee can demonstrate to the satisfaction of Main Roads that more than two (2) days travel time is warranted.
- (e) The provisions of clauses 65.7(a) - (d) apply as follows.
 - (i) A Fixed Term Employee employed on a contract for a period greater than 12 months, is credited with the same entitlement as a Permanent Employee for each full year of service and pro rata for any residual portion of employment.
 - (ii) A Fixed Term Employee employed on a contract for a period 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.

66. FIRST AID ALLOWANCE

66.1. For the purposes of this clause the following expressions have the following meanings:

- (a) **'Appointed'** means Main Roads 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 Main Roads;
- (b) **'Deputy first aid officer'** means a suitably qualified Employee who has been appointed by Main Roads 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 Association; 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.

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

Effective date	1 February 2024	1 February 2025	1 February 2026
37.5 hour Employee Rate (per fortnight)	\$27.92	\$29.03	\$30.05

The fortnightly rate is calculated based as 1 per cent of the gross hourly salary of a level 1.4 of the applicable year as per Attachment A – Salary Rates (i) General Division 37.5 Hour Week of this Agreement.

66.3. An eligible Part-time Employee is entitled to this allowance on a pro rata basis.

66.4. 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 cannot be paid the first aid allowance for any period in which the allowance is paid to the appointed first aid officer.

66.5. A deputy first aid officer is to be paid the first aid allowance where Main Roads has agreed to them taking on the first aid responsibilities in a workplace due to the inability of the appointed first aid officer to do so. For example, where the appointed first aid officer is on annual or long service leave or extended personal leave.

67. ROAD TRANSPORT COMPLIANCE SECTION - COMMUTED SHIFT ALLOWANCE AND CONDITIONS

- (a) The conditions in clause 67 apply to Transport Inspection Officers, Transport Inspectors and Road Transport Compliance Co-ordinators.
- (b) Where a provision contained in clause 67 is inconsistent with the terms of this Agreement, the provisions contained in clause 67 prevail to the extent of the inconsistency.

67.1. General Working Conditions & Rosters

A single roster system is in place for the Transport Inspectors.

- (a) Transport Inspectors are rostered in 14-day cycles.
- (b) Inspectors cannot be rostered for more than 80 hours per 14 day cycle.
- (c) Employees must not work more than 10 days in succession.
- (d) A nominal working day must not consist of more than 8 hours (10 working days per 14 day cycle).
- (e) All working days within the 14 day cycle must be of the same duration.
- (f) Alternative rosters can be trialled during the term of this Agreement but only with agreement between Main Roads and the majority of Inspectors.

67.2. Country Patrols

- (a) A nominal country patrol is up to ten (10) consecutive working days and a break of four (4) rostered days off; of which at least two (2) must be consecutive rostered days off.
- (b) A country patrol can exceed ten (10) consecutive working days but only by agreement between Main Roads and the individual Employees.

67.3. Metropolitan Patrols

- (a)
 - (i) A nominal 14 day Metropolitan cycle must not exceed six (6) consecutive days on, with breaks of not less than two (2) consecutive days off.
 - (ii) Notwithstanding the requirements of clause 67.3(a)(i), a single day can be rostered off in the case of a public holiday.
- (b) The requirements for a nominal Metropolitan cycle pursuant to clause 67.3(a) can be varied by agreement with the affected Inspector(s).

67.4. Variations from the nominal Metropolitan or Country rotation cycles can be required to enable the undertaking of Official Roadblocks.

67.5. Every second 14-day cycle is in the Perth Metropolitan Area, except that in unforeseen circumstances, and with the agreement of RTCS management and the relevant Inspector, the following can apply:

- (a) An Inspector can agree to extend a country patrol due to unforeseen circumstances.
- (b) An Inspector can agree to an ad-hoc country patrol of a duration of less than ten days due to urgent unforeseen circumstances.
- (c) Any disputes arising from arrangements made under clause 67.5 should be resolved through the procedures under clause 73 – Dispute Settlement Procedure of this Agreement.

67.6. All non-working days are provided in the Perth Metropolitan Area, except that:

- (a) By agreement between RTCS management and both Inspectors on the affected patrol, Inspectors can choose to take their non-working days while in a regional location.
- (b) Subject to clause 67.6(c) any additional meal and accommodation expenses is paid by the party who requested the agreement – either Main Roads or the Inspectors involved.
- (c) If, due to fatigue, Inspectors are granted permission to take a non-working day while in a regional location, normal travel allowance provisions apply.

67.7. No more than two individual weekend shifts (Saturday and/or Sunday) is rostered in any one 14-day cycle and such shifts must only be rostered over one weekend, except by agreement between Main Roads and the affected Inspectors.

67.8. Split shifts must not be rostered, but can be worked if initiated by an Inspector and agreed by RTCS management.

67.9. Shifts that straddle midnight can be rostered, but not prior to a non-working day.

- (a) For the purpose of calculating the additional week's leave under clause 67.15(a) such shifts are credited to the day on which the shift commences.
- (b) Shift work allowances in accordance with clause 60.10 apply to any part of a shift which falls on a Saturday, Sunday or public holiday.

67.10. The number, but not necessarily the location, of regional and metropolitan patrols are evenly distributed between all inspectors, subject to operational requirements.

67.11. At management's discretion, an Inspector can be rostered on patrols which do not comply with clause 67.10;

- (a) during a documented Performance Management Process of which the Inspector has previously been made aware, or
- (b) during a formal discipline process.

Such rostering must not be exempt from any parts of this Agreement other than clause 67.10.

67.12.

- (a) Rosters provide for two 14-day work cycles with the first day of each cycle commencing on a Monday.
- (b) Rosters must be made available to Inspectors at least seven (7) calendar days prior to the commencement of the rosters referred to in clause 67.12(a), however Main Roads endeavours to provide rosters fourteen (14) calendar days prior to the roster's commencement.

67.13.

- (a) A roster can be changed by mutual agreement at any time.
- (b) If agreement is not reached, a roster must only be changed on account of a contingency which Main Roads could not have reasonably been expected to foresee.

- (c) When a roster is altered, Main Roads endeavours to provide the Employee concerned with at least 72 hours' notice of the changed shift.
- (d) In any case, the Employee must be notified at least 24 hours before the changed shift commences.

67.14. Rostered start times, in a block of consecutive working days, are within two (2) hours of the first shift's start time. Except that in instances of Official Roadblocks, staff meetings, or by mutual agreement, a different start time can apply.

67.15. Leave

- (a) An Inspector engaged in shift work who is rostered to work on 11 or more Saturdays and/or Sundays and/or Public holidays in one calendar year is entitled to 5 days leave in addition to the Inspector's normal entitlement to annual leave.
- (b) An Inspector is entitled to these additional annual leave days on a pro-rata basis in accordance with clause 60.14.

67.16. Annual Commuted Allowance

- (a) Transport Inspection Officers, Transport Inspectors and Road Transport Compliance Co-ordinators are paid an Annual Commuted Allowance (ACA), equal to 10% of the Inspector's annual gross salary, to be paid in addition to the annual gross salary.
- (b) The ACA is paid fortnightly.
- (c) The ACA is paid during all periods of paid leave and as part of any retiring allowance/benefit except in the following circumstances:
- (d) Defence forces leave that involves make-up pay only. ACA is paid on Defence forces leave that involves an entitlement of payment of full Main Roads salary; and
- (e) Any paid leave granted for the purposes of maternity leave, adoption leave or other parent leave.
- (f) The ACA is paid to all Inspectors regardless of duties performed.
- (g) The ACA, despite being made up of separate allowances, is paid in its entirety and not separated or divided into segmented payments or allowances.
- (h) The 10% ACA consists of the following components:

Percentage of Annual Pay Group	Allowance Type/Name	Purpose
7.5%	Annual Shift Allowance	Paid in lieu of receiving shift penalty rates for weekday shifts with start times outside the period at or after 6:00 am and before 12 noon.

Percentage of Annual Pay Group	Allowance Type/Name	Purpose
2.5%	Annual Incidental Overtime Allowance	<p>Paid in lieu of receiving overtime pay for an incidental amount of overtime, which an Inspector could work at the end of their shift.</p> <p>Incidental overtime must not be rostered or assumed.</p> <p>Incidental overtime must not exceed 0.5 hours per working day and must not accumulate if not worked.</p>

67.17. Secondments and Temporary Transfers

- (a) Subject to clause 67.17(b), during any temporary placement in another Main Roads position (e.g. temporary transfer or acting position) a Transport Inspector receives the greater of:
 - (i) the salary applicable to the temporary placement; or
 - (ii) their Transport Inspector salary plus Annual Commuted Allowance.
- (b) If the temporary placement was initiated by the Inspector, then the Inspector forgoes the Annual Commuted Allowance but receives the greater of the base salaries.
- (c) Acting in a Transport Inspector Co-ordinator position is always deemed a placement initiated by Main Roads.

67.18. Meal Breaks

- (a) Subject to clause 67.18(b) a meal break of at least 30 minutes must be taken in any shift.
- (b) Transport Inspectors, when working in pairs in the field, can use their discretion as to whether a meal break is required to be taken or not.
- (c) If a meal break is not taken, the Transport Inspectors are expected to take short rest breaks and to rotate driving.
- (d) The Transport Inspector Co-ordinators also have the discretion of not taking a meal break when performing Co-ordinator duties in the field.
- (e) A meal break of at least 30 minutes must be taken in all other situations, including where the Transport Inspectors or Transport Inspector Co-ordinators:
 - (i) Are working a shift that is rostered to exceed 8 hours (the meal break should be taken within the first 5 ½ hours);

- (ii) Are spending the majority (more than 50%) of their shift in the office when on a day shift that commences at or after 6:00 am and before 12 noon;
- (iii) Are specifically rostered to work a shift that includes training, a staff meeting or roadblocks and a meal break has been scheduled.

67.19. Uniforms and Personal Protective Equipment

- (a) All uniforms and personal protective equipment are provided at the expense of Main Roads.
- (b) Uniforms and personal protective equipment are replaced on a fair wear and tear basis and/or as required.
- (c) Laundering expenses incurred as a result of patrolling away from the Perth Metropolitan Area is at Main Roads' expense.

67.20. Training Allowance

- (a)
 - (i) A Transport Inspector who is required by Main Roads to deliver on- the- job training to a new Transport Inspector, that needs to achieve a level of competency and the appropriate authority in order to perform their duties, is paid an allowance pursuant to clause 67.20.
 - (ii) The commencement of recruit mentoring occurs approximately three months after their initial recruitment to the role.
 - (iii) On-the-job training is considered to be occurring when a new Transport Inspector commences the recruit mentoring program until such time as the new Transport Inspector passes the competency evaluation tests.
 - (iv) The maximum period for the payment of the allowance for on-the-job training of a new Transport Inspector is six months from the period that the new Transport Inspector commences the recruit mentoring program.
 - (v) The allowance is 10% of the Employee's normal salary (ie. including the Commuted Allowance payable pursuant to clause 67.16) for the time spent in performing duties related to the training.
- (b) The allowance calculated at clause 67.20(a)(iv) is payable in addition to the Employee's normal salary.
- (c) The "duties related to the training" referred to in clause 67.20(a) include but are not limited to:
 - (i) preparation for on-the-job training;
 - (ii) delivering on-the-job training;
 - (iii) testing trainees;

- (iv) evaluating the training; and/or
 - (v) updating training records.
- (d) In order for Employees to provide training to other Employees they are required to:
- (i) currently hold the competencies or certification for the training they are providing;
 - (ii) have demonstrated abilities to conduct the on-the-job training;
 - (iii) conduct the training in a manner required by Main Roads; and
 - (iv) prepare and provide formal reporting of a trainee's progress as required by Main Roads.
- (e) The allowance is not paid:
- (i) to Supervisory staff or persons in specific designated training roles that have a higher classification level than that of a Transport Inspector;
 - (ii) for general classroom training that is not part of achieving an initial competency/certification associated with recruit training; or
 - (iii) for industry presentations.

68. TRAFFIC OPERATIONS OFFICERS AT THE ROAD NETWORK OPERATIONS CENTRE

- 68.1. Traffic Operations Officers (Officers) can be rostered shifts of up to twelve hours and in excess of 37.5/40 hours per week. In circumstances where the rostered hours exceed the ordinary hours, the additional hours constitute rostered overtime with payment in accordance with clause 28 – Overtime Allowance of this Agreement.
- 68.2. The roster must be prepared in consultation with the affected Officers, subject to Main Roads retaining the right to determine hours to suit operational needs.
- 68.3. For rostered twelve-hour shifts Monday to Sunday, Officers are granted normal shift penalties as per clause 60.2 or clause 60.4 – Shift Work Allowance and attracts overtime only after twelve hours unless the shift contains rostered overtime.
- 68.4. If a shift contains a component of rostered overtime, shift penalties apply during the ordinary hours of that shift and overtime penalties apply to the rostered overtime period of that shift. The ordinary hours worked over the agreed period average 37.5/40 hours per week.
- 68.5. Saturday and Sunday attracts shift penalties as per clause 60.10 and attracts overtime only after twelve hours unless the shift contains rostered overtime. If a shift contains a component of rostered overtime, shift penalties apply during the ordinary hours of that shift and overtime penalties apply to the rostered overtime period of that shift.
- 68.6. Officers rostered to work day shifts Monday to Friday of any duration can be required to undertake duties elsewhere within the Road Network Operations Centre, or within their Real Time Traffic Operations Branch for part of the shift or for the whole shift. This should not exceed more than 30% of their rostered working hours.
- 68.7. Officers must not be required to work split shifts.

- 68.8. Officers are rostered off for at least 24 hours between a change in shift pattern from a 12 hour night shift to a day shift.
- 68.9. Any agreed outcomes from a roster review are applied administratively until such time as a replacement agreement is negotiated and subsequently registered.
- 68.10. In accordance with clause 60.9, the roster of Officers undertaking shift work in accordance with clause 68 can only be altered on account of contingency, which Main Roads could not have reasonably been expected to foresee. In such case the Employee must be notified at least 24 hours before the changed shift commences.
- 68.11. Employees undertaking shift work in accordance with clause 68 do not accrue flex credit or flex debit hours. Additional hours approved by Main Roads is paid as overtime.

PART F WORKING RELATIONS

69. JOINT CONSULTATIVE COMMITTEE**Consultation on Proposals for Change**

- 69.1. The provisions of this clause are to be read in conjunction with clause 59 – Notification of Change of the Award.
- 69.2. For the purposes of this clause the expressions below have the following meanings:
- (a) “change” means situations where Main Roads 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.
- 69.3. The parties acknowledge that decisions continue to be made by Main Roads who is responsible and accountable to Government for the effective and efficient operation of the Agency.
- 69.4. Main Roads will refer to the WA Government Artificial Intelligence Policy and Assurance Framework when developing or using Artificial Intelligence tools.
- 69.5. The parties agree that:
- (a) Consultation must occur prior to Main Roads’ decision to make a change.
 - (b) Main Roads must, in writing, 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 should 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 Main Roads notifies the Union and affected Employees of the proposed change.
 - (d) The consultation process must be open and transparent, and the following principles apply:
 - (i) Main Roads must ensure appropriate mechanisms and communication channels are in place to facilitate consultation;
 - (ii) Main Roads and the Union are to 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) Main Roads must assess the impacts of change broadly;

- (v) throughout the consultation process, Main Roads 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, Main Roads must evaluate and review the change and inform the Union of the review outcomes.

69.6. Where Main Roads is proposing change that can result in Surplus Employees, Main Roads 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 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

69.7. The parties recognise the need for effective communication to improve the business/operational performance and working environment in agencies.

69.8. The parties confirm their ongoing commitment to the JCC process.

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

69.10. The JCC convenes within 28 days of a written request being received from either party.

69.11. The JCC determines its own operating procedures.

69.12. The JCC is a forum for consultation on issues such as:

- (a) development of workload management tools within Main Roads;
- (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) Main Roads implementation of recommendations from Government decisions, policies and initiatives; and
- (f) Main Roads implementation of other aspects of this Agreement.

69.13. The consultation process must comply with the parameters set out in clause 69.4.

69.14. Matters not resolved through the JCC can be referred to the provisions of clause 73 - Dispute Settlement Procedure of this Agreement.

70. KEEPING OF AND ACCESS TO EMPLOYMENT RECORDS

70.1. Main Roads must keep or cause to be kept an Employee's record showing:

- (a) The name of each Employee;
- (b) The nature of the work performed;
- (c) The hours worked each day; and
- (d) The pay, allowances and overtime paid to each Employee.

Any system of automatic recording by means of machines must comply with the provision to the extent of the information recorded.

70.2. The Employee record must on demand be produced for inspection by the duly authorised official of the Union during Main Roads' usual office hours and when necessary the duly authorised official of the Union can take a copy of the record.

70.3. The Union must:

- (a) give prior notification to Main Roads on when it proposes to inspect the record;
- (b) not conduct interviews during normal business hours in circumstances which result in Main Roads business being unduly interrupted or otherwise hampered; and
- (c) treat with confidentiality any information obtained from time and Employee records.

70.4. Main Roads office is deemed to be a convenient place for the purposes of inspecting records and if for any reason the time and salary record is not available when the duly authorised official of the Union calls to inspect it, the record must be made available for inspection at a mutually convenient time at Main Roads office.

70.5. Employees, subject to Main Roads convenience, are entitled to examine and take copies of all materials maintained on their personal file or other Main Roads information relating to them. They can do this either directly or through an authorised representative.

71. INFORMATION TECHNOLOGY RESOURCES

71.1. The parties recognise that the information technology resources have major implications for industrial and organisational development functions within the workplace.

71.2. Main Roads recognised the need to provide appropriate information to all Employees, so it is accessible in the workplace in either electronic or hard copy format.

71.3. Where Main Roads utilises information technology as a means of communicating to Employees, Main Roads must ensure that where Employees do not have access to technology, then alternative methods of providing this information are used.

71.4. The information includes, but is not limited to policies and practice guidelines, human resource manuals, Awards and Agreements, internal agency news bulletins and updates and job opportunities.

72. REGIONAL TRAINING AND DEVELOPMENT

72.1. The parties are committed to providing effective workforce management practices and opportunities to staff employed in regional areas.

72.2. For the purposes of this clause :

- (a) "Training" includes, but is not limited to the provision of approved, formal instruction by a Main Roads representative or an external provider to one or more Employees in order 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 Main Roads at the Employee's substantive classification level but where the duties differ from those of the Employee's substantive position.

72.3. Main Roads must:

- (a) Ensure that regional Employees are, as far as reasonably practicable, provided with access to training and development opportunities having regard to Main Roads' operational requirements and opportunities provided to metropolitan based staff.
- (b) Ensure that regional Employees are offered job related training opportunities within their local area or by agreement, in another location. Main Roads covers all costs associated with the training activity.
- (c) Where Main Roads initiated development opportunities are provided away from the Employee's home base, cover costs to the extent of the provisions of clause 49 - Relieving Allowance and clause 56 - Weekend Absence from Residence, of the Award.
- (d) Ensure that registered redeployees located in regional areas are provided career transitional support, including ongoing professional development opportunities.
- (e) Main Roads must conduct a review into the accessibility to 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 Main Roads' JCC.

73. DISPUTE SETTLEMENT PROCEDURE

Employee/Employer Disputes

- 73.1. 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 clause 73.
- 73.2. The Employee can be accompanied by a Union representative during all stages of this procedure.
- 73.3. 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 (3) working days.
- 73.4. 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 (3) working days.
- 73.5. If the dispute is still not resolved, it can be referred by the Employee/s or Union representative to Main Roads or their nominee.
- 73.6. Where the dispute cannot be resolved within five (5) working days of the Union representatives' referral of the dispute to Main Roads or their nominee, either party can refer the matter to the WAIRC.
- 73.7. The period for resolving a dispute can be extended by agreement between the parties.
- 73.8. Notwithstanding the operation of clauses 73.3 – 73.6, questions, difficulties or disputes involving multiple Employees can be raised by the Union directly with Main Roads or Main Roads' nominated representative.
- 73.9. If a dispute is raised by the Union via clause 73.8, 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.
- 73.10. Nothing in clause 73 constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008* (WA).

74. GRIEVANCE SETTLEMENT PROCEDURE

- 74.1. When an Employee considers they have a grievance, the matter must be acted on in accordance with the provisions of clause 74.
- 74.2. The types of grievances that can be resolved under clause 74 are as follows:
 - (a) EEO grievances
 - (i) racial harassment
 - (ii) sexual harassment
 - (iii) discrimination or harassment due to a person's sex, marital status, pregnancy, sexual orientation, gender history, race, disability or impairment, age, family responsibility or family status, spent conviction and political or religious conviction.

(b) Health and safety grievances

- (i) safety issues in the workplace
- (ii) hazardous substances in the workplace
- (iii) protective clothing and equipment
- (iv) bullying

(c) General grievances

This covers a variety of grievances (including redeployment and redundancy) that can occur from time to time in the workplace, excluding the following:

- (i) those referred to in clauses 74.2 (a) and (b);
- (ii) those referred to in clause 73 - Dispute Settlement Procedure and clause 75 - Discipline; and
- (iii) those that have a formal appeal process such as grievances relating to promotions or classifications.

- 74.3. Grievances must be handled in a manner which ensures that they are resolved promptly, confidentially and in accordance with legislative requirements.
- 74.4. Grievances must be considered seriously and sympathetically and in all cases the utmost care must be taken to handle them impartially by recognising the rights of all parties.
- 74.5. An Employee who considers they have grounds for a grievance can submit the grievance as follows:
- (i) EEO grievances - to their Manager, authorised Grievance Officer or a Human Resources Consultant/Officer.
 - (ii) Health and safety grievance - to their Manager, their Health and Safety Representative or a Human Resource Consultant.
 - (iii) General grievances - to their Manager in the first instance and, if not resolved, to be submitted in writing to their Branch Manager.
- 74.6. The grievance should be reported as soon as practical after the grievance has arisen so as to enable the Manager or other authorised person to remedy the grievance rapidly and as near as possible to the point of origin.
- 74.7. The Employee must be offered the opportunity of assistance or presence of the Union representative or other person of their choice as provided for in Main Roads procedures at any stage of the grievance resolution process.
- 74.8. An Employee is not to be subject to any retaliation because they raised a grievance.
- 74.9. The provisions of clause 74 do not apply in the case of matters covered by clause 69 - Dispute Settlement Procedure or clause 75 - Discipline.

75. DISCIPLINE

- 75.1. Main Roads must respond to allegations of misconduct or inappropriate behaviour in accordance with the Main Roads Discipline Policy and the provisions below.
- 75.2. Where an allegation of misconduct or inappropriate work behaviour is made against an Employee, Main Roads can:
- (a) decide to deal with the matter as a disciplinary matter in accordance with the provisions of clause 75; or
 - (b) decide it is appropriate not to treat the matter as disciplinary and,
 - (i) take improvement action in relation to the Employee, or
 - (ii) take no action.
- 75.3. For the purpose of clause 75 “improvement action” can include counselling, training and development, a warning, performance management process or any other action of a similar nature.
- 75.4. Through all investigations and actions, Main Roads must ensure that the principles of procedural fairness, equity and natural justice are adhered to.
- 75.5. Employees suspected of misconduct or inappropriate work behaviour must be informed in writing of the allegations, immediately following the incident or as quickly as practicable.
- 75.6. Employees must be offered the opportunity to respond, verbally and/or in writing, to any and/or all allegations of misconduct or inappropriate work behaviour, prior to the initiation of a discipline investigation.
- 75.7. Main Roads must provide Employees with copies of all documentation relevant to their alleged misconduct or inappropriate work behaviour.
- 75.8. Main Roads can suspend an Employee with pay as a protective or organisational risk measure, when in consideration of all the circumstances, it is inappropriate for the Employee to remain in the workplace.
- 75.9. Employees must be offered the opportunity to elect to have in attendance at any meetings with Main Roads, either their Union Official or a representative of their choice.
- 75.10. Main Roads, except where required not to by an external authority, must provide written notification to Employees in advance of the commencement of any investigations into their alleged misconduct or inappropriate work behaviour.
- 75.11. Where it is determined that action is to be taken against an Employee, any of the following options are available to Main Roads, having regard to the level of seriousness of the alleged offence/behaviour:
- (a) counselling the Employee;
 - (b) training/retraining the Employee;
 - (c) issuing of a written formal warning;

- (d) Transfer the Employee to another directorate, region and/or Base Location;
- (e) withhold a salary increment payable to the Employee;
- (f) reduce the level of classification of the Employee (pay reduction);
- (g) termination of the Employee's services; (based on the findings of a discipline investigation);
- (h) summary dismissal; or
- (i) other alternative arrangements as agreed with the Employee and the Association.

76. PERFORMANCE MANAGEMENT AND SUBSTANDARD PERFORMANCE

- 76.1. Performance management and substandard performance processes must be in accordance with Main Roads' Managing Employee Performance Policy and the Performance Improvement Process Guidelines.
- 76.2. Where an Employee's performance is determined to be substandard following the completion of a performance improvement process, Main Roads can
- (a) train/retrain the Employee
 - (b) Transfer the Employee to another business area;
 - (c) withhold an increment of remuneration otherwise payable to that Employee;
 - (d) reduce the level of classification of that Employee;
 - (e) terminate the employment of that Employee; or
 - (f) another arrangement as deemed fair and reasonable by all parties.
- 76.3. In addition to the provisions of clause 40 – Absenteeism Management – Evidence Requirements of this Agreement, Main Roads can at any time commence the performance improvement process in clause 76.1 and 76.2 should Main Roads be concerned about issues related to both absenteeism and other performance issues, or if Main Roads continues to be concerned about ongoing absenteeism at the conclusion of the process outlined in clause 40 – Absenteeism Management – Evidence Requirements.

77. HEALTH AND SAFETY REPRESENTATIVES

Health and Safety Representatives Training

- 77.1. 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.
- 77.2. Main Roads acknowledges the importance of ensuring Health and Safety Representatives are provided with work health and safety training.

77.3. Main Roads 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.

77.4. Where a Health and Safety Representative does not request to attend a training course in work health and safety as per section 72(1)(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) Main Roads meeting their obligations under the *Financial Management Act 2006 (WA)*.

77.5. Main Roads 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

77.6. Main Roads must maintain a Health and Safety Representative Register (Register).

77.7. The Register is to record the following information for each health and safety representative in Main Roads:

- (a) name;
- (b) work branch/division (as appropriate);
- (c) work location;

- (d) job title/occupation;
- (e) date of election as a health and safety representative; and
- (f) training details on completion of relevant Health and Safety Representative training courses, including:
 - (i) the name of the training provider; and
 - (ii) training dates for initial and refresher courses.

77.8. Main Roads must provide a copy of the Register to the Union every six (6) months.

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

78. COMMITMENTS UNDER THE PUBLIC SECTOR CSA AGREEMENT 2024

78.1. The parties recognise that, subject to the Award and the operating environment of Main Roads, the commitments contained in the following clauses of the *Public Sector CSA Agreement 2024* (or its replacement) have application to this Agreement:

- (a) clause 16 Public Sector Delivery of Public Services;
- (b) clause 63 Review of Common Use Agreements and Contracts;
- (c) clause 64 Review into a Discounted Public Transport Scheme; and
- (d) clause 66 Reserved Matters/Liberty to Apply.

79. RESERVED MATTERS/LIBERTY TO APPLY

79.1. Notwithstanding clause 11 – 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 69 - Joint Consultative Committee of this Agreement;
- (b) variations to clauses 15.80-15.82 – Traineeship Rates of Pay, identification of a suitable model of remuneration that provides an alternative to age-based increments.

79.2. The parties agree within 12 months from registration to include provisions relating to unpaid parental leave in clause 54, to harmonise these provisions with the *Fair Work Act 2009* (Cth) National Employment Standards at Divisions 5 of Part 2-2.

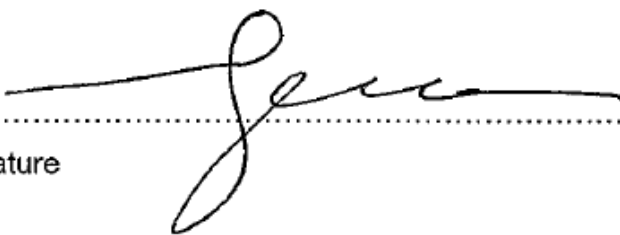
79.3. If the parties reach agreement on any reserved matter, the Agreement is varied via section 43 of the *Industrial Relations Act 1979* (WA).

SCHEDULES

SCHEDULE 1 – SIGNATURES OF THE PARTIES

FORMAL ACCEPTANCE OF THIS AGREEMENT AND SIGNATORIES

Signed on behalf of the Employer:

.....
Signature  Date 21/01/25

Peter Woronzow
Commissioner of Main Roads
Main Roads Western Australia

Signed on behalf of the Union:

.....
Signature  Date 21-01-25

Melanie Bray
General Secretary
The Civil Service Association of Western Australia Incorporated

ATTACHMENTS

ATTACHMENT A - SALARY RATES**(i) General Division****37.5 hour week**

Level	Year	Effective on and from 1 February 2023	Effective on and from 1 February 2024	Effective on and from 1 February 2025	Effective on and from 1 February 2026
Level 1	Year 1	\$60,173	\$63,182	\$65,709	\$68,009
	Year 2	\$63,164	\$66,322	\$68,975	\$71,389
	Year 3	\$66,398	\$69,718	\$72,507	\$75,044
	Year 4	\$69,359	\$72,827	\$75,740	\$78,391
Level 2	Year 1	\$71,478	\$75,052	\$78,054	\$80,786
	Year 2	\$73,100	\$76,755	\$79,825	\$82,619
	Year 3	\$74,803	\$78,543	\$81,685	\$84,544
	Year 4	\$76,605	\$80,435	\$83,653	\$86,581
	Year 5	\$78,490	\$82,415	\$85,711	\$88,711
Level 3	Year 1	\$81,080	\$85,134	\$88,539	\$91,638
	Year 2	\$83,098	\$87,253	\$90,743	\$93,919
	Year 3	\$85,178	\$89,437	\$93,014	\$96,270
	Year 4	\$87,317	\$91,683	\$95,350	\$98,687
Level 4	Year 1	\$90,248	\$94,760	\$98,551	\$102,000
	Year 2	\$92,543	\$97,170	\$101,057	\$104,594
	Year 3	\$94,905	\$99,650	\$103,636	\$107,264
Level 5	Year 1	\$99,458	\$104,431	\$108,608	\$112,409
	Year 2	\$102,532	\$107,659	\$111,965	\$115,884
	Year 3	\$105,727	\$111,013	\$115,454	\$119,495
	Year 4	\$109,091	\$114,546	\$119,127	\$123,297
Level 6	Year 1	\$114,699	\$120,434	\$125,251	\$129,635
	Year 2	\$118,540	\$124,467	\$129,446	\$133,976
	Year 3	\$122,528	\$128,654	\$133,801	\$138,484
	Year 4	\$126,772	\$133,111	\$138,435	\$143,280

OFFICIAL

Level 7	Year 1	\$133,291	\$139,956	\$145,554	\$150,648
	Year 2	\$137,798	\$144,688	\$150,475	\$155,742
	Year 3	\$142,704	\$149,839	\$155,833	\$161,287
Level 8	Year 1	\$150,676	\$158,210	\$164,538	\$170,297
	Year 2	\$156,383	\$164,202	\$170,770	\$176,747
	Year 3	\$163,466	\$171,639	\$178,505	\$184,753
Level 9	Year 1	\$172,311	\$180,927	\$188,164	\$194,749
	Year 2	\$178,282	\$187,196	\$194,684	\$201,498
	Year 3	\$185,100	\$194,355	\$202,129	\$209,204
Class 1	-	\$195,404	\$205,174	\$213,381	\$220,850
Class 2	-	\$205,714	\$216,000	\$224,640	\$232,502
Class 3	-	\$216,015	\$226,816	\$235,888	\$244,144

(i) General Division cont.

40 hour week

Level	Year	Effective on and from 1 February 2023	Effective on and from 1 February 2024	Effective on and from 1 February 2025	Effective on and from 1 February 2026
Level 1	Year 1	\$64,185	\$67,394	\$70,090	\$72,543
	Year 2	\$67,375	\$70,744	\$73,574	\$76,149
	Year 3	\$70,825	\$74,366	\$77,341	\$80,048
	Year 4	\$73,983	\$77,682	\$80,789	\$83,617
Level 2	Year 1	\$76,243	\$80,055	\$83,257	\$86,171
	Year 2	\$77,973	\$81,872	\$85,147	\$88,127
	Year 3	\$79,790	\$83,780	\$87,131	\$90,180
	Year 4	\$81,712	\$85,798	\$89,230	\$92,353
	Year 5	\$83,723	\$87,909	\$91,426	\$94,625
Level 3	Year 1	\$86,485	\$90,809	\$94,442	\$97,747
	Year 2	\$88,638	\$93,070	\$96,793	\$100,180
	Year 3	\$90,857	\$95,400	\$99,216	\$102,688
	Year 4	\$93,138	\$97,795	\$101,707	\$105,266
Level 4	Year 1	\$96,265	\$101,078	\$105,121	\$108,801
	Year 2	\$98,713	\$103,649	\$107,795	\$111,567
	Year 3	\$101,232	\$106,294	\$110,545	\$114,414
Level 5	Year 1	\$106,089	\$111,393	\$115,849	\$119,904
	Year 2	\$109,367	\$114,835	\$119,429	\$123,609
	Year 3	\$112,775	\$118,414	\$123,150	\$127,461
	Year 4	\$116,364	\$122,182	\$127,069	\$131,517
Level 6	Year 1	\$122,346	\$128,463	\$133,602	\$138,278
	Year 2	\$126,443	\$132,765	\$138,076	\$142,908
	Year 3	\$130,697	\$137,232	\$142,721	\$147,716
	Year 4	\$135,223	\$141,984	\$147,664	\$152,832
Level 7	Year 1	\$142,177	\$149,286	\$155,257	\$160,691

OFFICIAL

	Year 2	\$146,985	\$154,334	\$160,508	\$166,125
	Year 3	\$152,218	\$159,829	\$166,222	\$172,040
Level 8	Year 1	\$160,721	\$168,757	\$175,507	\$181,650
	Year 2	\$166,809	\$175,149	\$182,155	\$188,531
	Year 3	\$174,364	\$183,082	\$190,405	\$197,070
Level 9	Year 1	\$183,798	\$192,988	\$200,707	\$207,732
	Year 2	\$190,167	\$199,675	\$207,662	\$214,931
	Year 3	\$197,440	\$207,312	\$215,604	\$223,151
Class 1	-	\$208,431	\$218,853	\$227,607	\$235,573
Class 2	-	\$219,428	\$230,399	\$239,615	\$248,002
Class 3	-	\$230,416	\$241,937	\$251,614	\$260,421

ii) Specified Callings
37.5 hour week

Classification	Effective on and from 1 February 2023	Effective on and from 1 February 2024	Effective on and from 1 February 2025	Effective on and from 1 February 2026
Level 1				
1st year	\$77,053	\$80,906	\$84,142	\$87,087
2nd Year	\$80,570	\$84,599	\$87,982	\$91,062
3rd Year	\$84,472	\$88,696	\$92,243	\$95,472
4th Year	\$89,351	\$93,819	\$97,571	\$100,986
5th Year	\$96,912	\$101,758	\$105,828	\$109,532
6th Year	\$101,835	\$106,927	\$111,204	\$115,096
Level 2				
2.1	\$104,094	\$109,299	\$113,671	\$117,649
2.2	\$107,258	\$112,621	\$117,126	\$121,225
2.3	\$110,641	\$116,173	\$120,820	\$125,049
2.4	\$114,263	\$119,976	\$124,775	\$129,142
Level 3				
3.1	\$120,087	\$126,091	\$131,135	\$135,725
3.2	\$124,047	\$130,249	\$135,459	\$140,200
3.3	\$128,145	\$134,552	\$139,934	\$144,832
3.4	\$132,520	\$139,146	\$144,712	\$149,777
Level 4				
4.1	\$136,779	\$143,618	\$149,363	\$154,590
4.2	\$141,335	\$148,402	\$154,338	\$159,740
4.3	\$146,295	\$153,610	\$159,754	\$165,346
Level 5				
5.1	\$154,353	\$162,071	\$168,553	\$174,453
5.2	\$160,128	\$168,134	\$174,860	\$180,980
5.3	\$167,285	\$175,649	\$182,675	\$189,069
Level 6				
6.1	\$176,228	\$185,039	\$192,441	\$199,176
6.2	\$182,269	\$191,382	\$199,038	\$206,004
6.3	\$189,157	\$198,615	\$206,559	\$213,789
Level 7	\$199,578	\$209,557	\$217,939	\$225,567
Level 8	\$209,998	\$220,498	\$229,318	\$237,344
Level 9	\$220,410	\$231,431	\$240,688	\$249,112

ii) Specified Callings cont.

40 Hour week

Classification	Effective on and from 1 February 2023	Effective on and from 1 February 2024	Effective on and from 1 February 2025	Effective on and from 1 February 2026
Level 1				
1st year	\$82,190	\$86,300	\$89,751	\$92,893
2nd Year	\$85,941	\$90,238	\$93,848	\$97,132
3rd Year	\$90,103	\$94,608	\$98,392	\$101,836
4th Year	\$95,308	\$100,073	\$104,076	\$107,719
5th Year	\$103,373	\$108,542	\$112,883	\$116,834
6th Year	\$108,624	\$114,055	\$118,617	\$122,769
Level 2				
2.1	\$111,034	\$116,586	\$121,249	\$125,493
2.2	\$114,409	\$120,129	\$124,935	\$129,307
2.3	\$118,017	\$123,918	\$128,875	\$133,385
2.4	\$121,881	\$127,975	\$133,094	\$137,752
Level 3				
3.1	\$128,093	\$134,498	\$139,878	\$144,773
3.2	\$132,317	\$138,933	\$144,490	\$149,547
3.3	\$136,688	\$143,522	\$149,263	\$154,488
3.4	\$141,355	\$148,423	\$154,360	\$159,762
Level 4				
4.1	\$145,898	\$153,193	\$159,321	\$164,897
4.2	\$150,757	\$158,295	\$164,627	\$170,389
4.3	\$156,048	\$163,850	\$170,404	\$176,369
Level 5				
5.1	\$164,643	\$172,875	\$179,790	\$186,083
5.2	\$170,803	\$179,343	\$186,517	\$193,045
5.3	\$178,437	\$187,359	\$194,853	\$201,673
Level 6				
6.1	\$187,977	\$197,376	\$205,271	\$212,455
6.2	\$194,420	\$204,141	\$212,307	\$219,737
6.3	\$201,767	\$211,855	\$220,330	\$228,041
Level 7	\$212,883	\$223,527	\$232,468	\$240,605
Level 8	\$223,998	\$235,198	\$244,606	\$253,167
Level 9	\$235,104	\$246,859	\$256,734	\$265,719

HISTORICAL TRANSLATION TO THE NEW SPECIFIED CALLING CLASSIFICATION STRUCTURE

The following table details the translation of specified calling Employees to the classification structure in accordance with the Memorandum of Understanding with CSA.

Previous Level	New Level
Level 2/4.1	Level 1.1
Level 2/4.2	Level 1.2
Level 2/4.3	Level 1.3
Level 2/4.4	Level 1.4
Level 2/4.5	Level 1.5
Level 2/4.6	Level 1.6
Level 5.1	Level 2.1
Level 5.2	Level 2.2
Level 5.3	Level 2.3
Level 5.4	Level 2.4
Level 6.1	Level 3.1
Level 6.2	Level 3.2
Level 6.3	Level 3.3
Level 6.4	Level 3.4
Level 7.1	Level 4.1
Level 7.2	Level 4.2
Level 7.3	Level 4.3
Level 8.1	Level 5.1
Level 8.2	Level 5.2
Level 8.3	Level 5.3
Level 9.1	Level 6.1
Level 9.2	Level 6.2
Level 9.3	Level 6.3
Class 1	Level 7
Class 2	Level 8
Class 3	Level 9

ATTACHMENT B - MEAL AND ACCOMMODATION ALLOWANCES

	<u>COLUMN A</u>	<u>COLUMN B</u>	<u>COLUMN C</u>
		<u>DAILY RATE</u> <u>OFFICERS WITH</u> <u>DEPENDANTS:</u> <u>RELIEVING</u> <u>ALLOWANCE FOR</u> <u>PERIOD IN EXCESS</u> <u>OF 42 DAYS (AWARD</u> <u>CLAUSE 49(1)(b) (ii))</u> <u>TRANSFER</u> <u>ALLOWANCE FOR</u> <u>PERIOD IN EXCESS</u> <u>OF PRESCRIBED</u> <u>PERIOD (AWARD</u> <u>CLAUSE 52(3))</u>	<u>DAILY RATE</u> <u>OFFICERS</u> <u>WITHOUT</u> <u>DEPENDANTS</u> <u>RELIEVING</u> <u>ALLOWANCE FOR</u> <u>PERIOD IN EXCESS</u> <u>OF 42 DAYS</u> <u>(AWARD CLAUSE</u> <u>49(1)(b) (ii))</u>
ITEM	PARTICULARS	<u>DAILY RATE</u>	

ALLOWANCE TO MEET INCIDENTAL EXPENSES

		\$
(1)	WA - South of 26° South Latitude	14.55
(2)	WA - North of 26° South Latitude	21.70
(3)	Interstate	21.70

ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL

	\$	\$	\$	
(4)	WA - Metropolitan Hotel or Motel	305.45	152.70	101.80
(5)	Locality South of 26° South Latitude	208.55	104.30	69.50
(6)	Locality North of 26° South Latitude			
	Broome	456.70	228.35	152.25
	Carnarvon	255.15	127.55	85.05
	Dampier	366.70	183.35	122.25
	Derby	342.20	171.10	114.05
	Exmouth	292.70	146.35	97.55
	Fitzroy Crossing	370.20	185.10	123.40
	Gascoyne Junction	291.70	145.85	97.25
	Halls Creek	247.20	123.60	82.40
	Karratha	445.70	222.85	148.55
	Kununurra	331.70	165.85	110.55
	Marble Bar	271.70	135.85	90.55
	Newman	338.95	169.50	113.00
	Nullagine	256.70	128.35	85.55
	Onslow	273.30	136.65	91.10
	Pannawonica	192.70	96.35	64.25

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Paraburdoo	259.70	129.85	86.55
Port Hedland	367.15	183.55	122.40
Roebourne	241.70	120.85	80.55
Shark Bay	240.20	120.10	80.05
Tom Price	320.20	160.10	106.75
Turkey Creek	235.70	117.85	78.55
Wickham	508.70	254.35	169.55
Wyndham	254.70	127.35	84.90

(7) Interstate - Capital City

Sydney	304.90	152.45	101.60
Melbourne	288.55	144.30	96.15
Other Capitals	270.10	135.05	89.95

(8) Interstate - Other than Capital City 208.55 104.30 69.50

ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A HOTEL OR MOTEL

- (9) WA - South of 26° South Latitude 93.65
- (10) WA - North of 26° South Latitude 128.25
- (11) Interstate 128.25

TRAVEL NOT INVOLVING AN OVERNIGHT STAY OR TRAVEL INVOLVING AN OVERNIGHT STAY WHERE ACCOMMODATION ONLY IS PROVIDED.

- (12) WA - South of 26° South Latitude:
- | | |
|-----------|-------|
| Breakfast | 16.30 |
| Lunch | 16.30 |
| Dinner | 46.50 |
- (13) WA - North of 26° South Latitude
- | | |
|-----------|-------|
| Breakfast | 21.20 |
| Lunch | 33.20 |
| Dinner | 52.20 |
- (14) Interstate
- | | |
|-----------|-------|
| Breakfast | 21.20 |
| Lunch | 33.20 |
| Dinner | 52.20 |

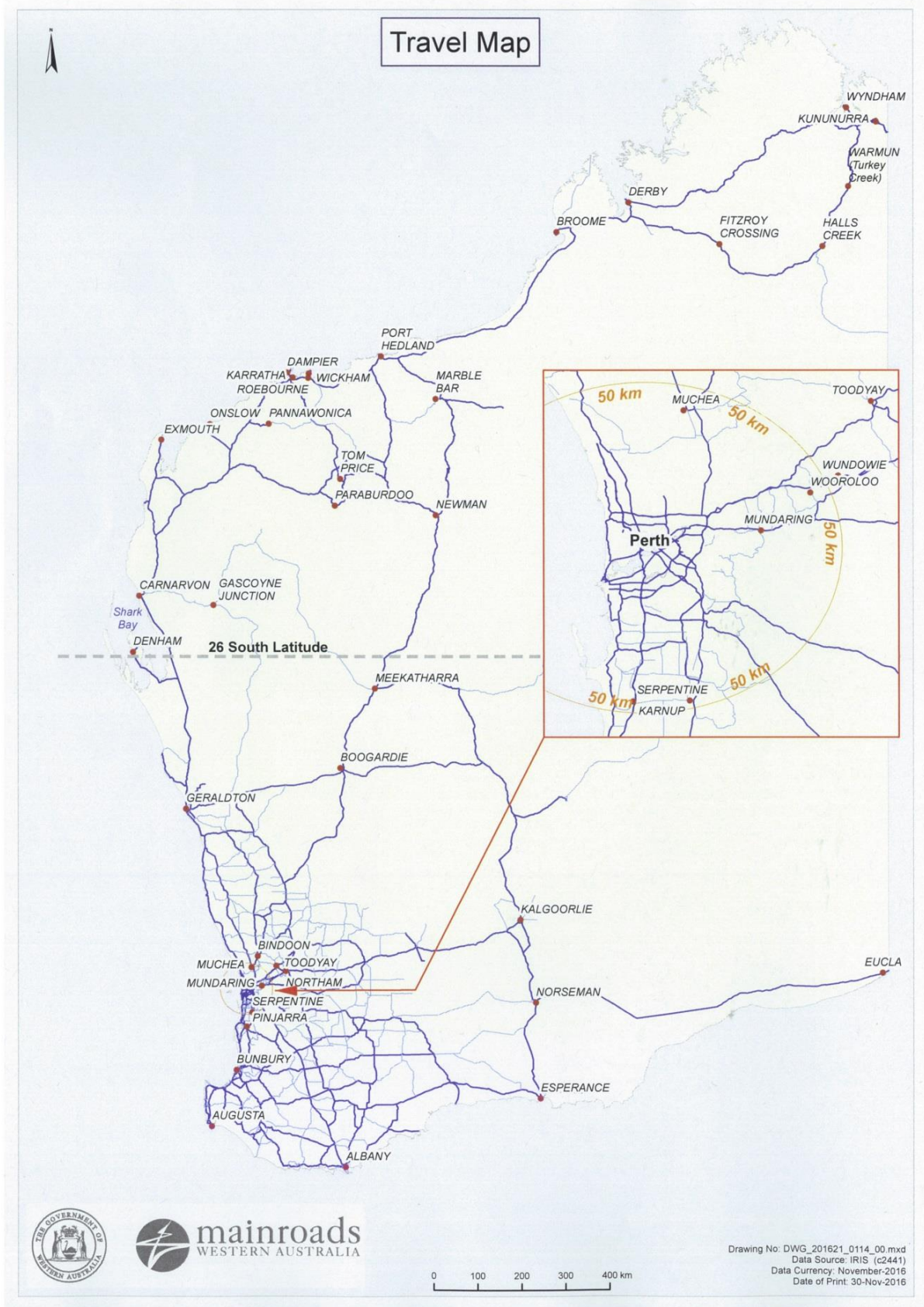
DEDUCTION FOR NORMAL LIVING EXPENSES (Transfer clause 52 of the Award)

- (15) Each Adult 26.25
- (16) Each Child 4.50

MIDDAY MEAL (Travelling clause 53)

(17)	Rate per meal	6.35
(18)	Maximum reimbursement per pay period	31.75

ATTACHMENT C - MEAL AND ACCOMMODATION ALLOWANCE MAP



ATTACHMENT D - MOTOR VEHICLE ALLOWANCE

PART 1 – Maps cont.



ATTACHMENT D – MOTOR VEHICLE ALLOWANCE cont.**PART 2****MOTOR CAR**

Area Details	Rate (cents) per kilometre		
	Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
Metropolitan Area	89.5	64.5	53.2
South West Land Division	91.0	65.4	54.0
North of 23.5° South Latitude	98.6	70.6	58.3
Rest of the State	94.3	67.5	55.6

MOTOR CYCLE

Rate – Cents per kilometre 31.0

ATTACHMENT E - SUSTENANCE FOR CADETS DURING STUDY PERIODS

	Year of Study	Sustenance Rate	Sustenance Rate	Sustenance Rate
		From 1 February 2024	From 1 February 2025	From 1 February 2026
Category I		Fortnightly Rate	Fortnightly Rate	
		\$	\$	
A Cadet attending a Western Australian University who is not eligible to receive a living away from home allowance as defined in Category II	1st Year	\$660.14	\$686.54	\$710.569
	2nd Year	\$734.06	\$763.42	\$790.137
	3rd Year	\$805.04	\$837.24	\$866.540
	4th Year	\$865.41	\$900.03	\$931.527
	5th Year	\$890.30	\$925.91	\$958.314
Category II		Fortnightly Rate	Fortnightly Rate	
A Cadet attending a Western Australian University whose ordinary place of residence is outside a radius of 40 km from the Perth GPO and who is obliged to live away from their ordinary residence.	1st Year	\$820.47	\$853.29	\$883.154
	2nd Year	\$923.16	\$960.09	\$993.689
	3rd Year	\$1,017.45	\$1,058.15	\$1,095.183
	4th Year	\$1,099.67	\$1,143.65	\$1,183.679
	5th Year	\$1,128.65	\$1,173.79	\$1,214.873
Category III		Annual Rate	Annual Rate	
A Cadet attending an Australian University in another State.	1st Year	\$18,499.95	\$19,239.95	\$19,913.346
	2nd Year	\$20,713.35	\$21,541.88	\$22,295.850
	3rd Year	\$22,711.50	\$23,619.96	\$24,446.659
	4th Year	\$24,512.25	\$25,492.74	\$26,384.986
	5th Year	\$25,152.75	\$26,158.86	\$27,074.420

Special Supplementary Allowance

Full-time Cadets in Categories II or III who are in residence at a University College, are entitled to a special supplementary allowance to cover the cost of college accommodation. The cost of accommodation in excess of \$355 per fortnight is reimbursed by Main Roads. A Cadet who is living in accommodation other than a University College is also entitled to this allowance. However, the reimbursement cannot exceed the amount which would have been payable if the Cadet was in residence at a College of the University which they are required to attend.

ATTACHMENT F - TRAVEL CONCESSIONS FOR ANNUAL LEAVE

APPROVED MODE TRAVEL		TRAVEL CONCESSION	TRAVELLING TIME
(A)	Air	Air fare for the Employee and their Dependants.	One day each way.
(B)	Road	Full motor vehicle allowance rates, but reimbursement not to exceed the cost of the return air fare for the Employee and Dependants, travelling in the motor vehicle.	North of 20° South - Latitude- two and one half days each way. Remainder - two days each way.
(C)	Air & Road	Full motor vehicle allowance rates for car trip, but reimbursement not to exceed the cost of the return air fare for the Employee. Air fares for Dependants.	North of 20° South - Latitude- two and one half days each way. Remainder - two days each way.

ATTACHMENT G - OVERTIME ALLOWANCE

PART I - OUT OF HOURS CONTACT

The Out of Hours Contact Allowance is calculated in accordance with clause 28.5(a) of this Agreement.

PART II – MEALS (AWARD SCHEDULE I)

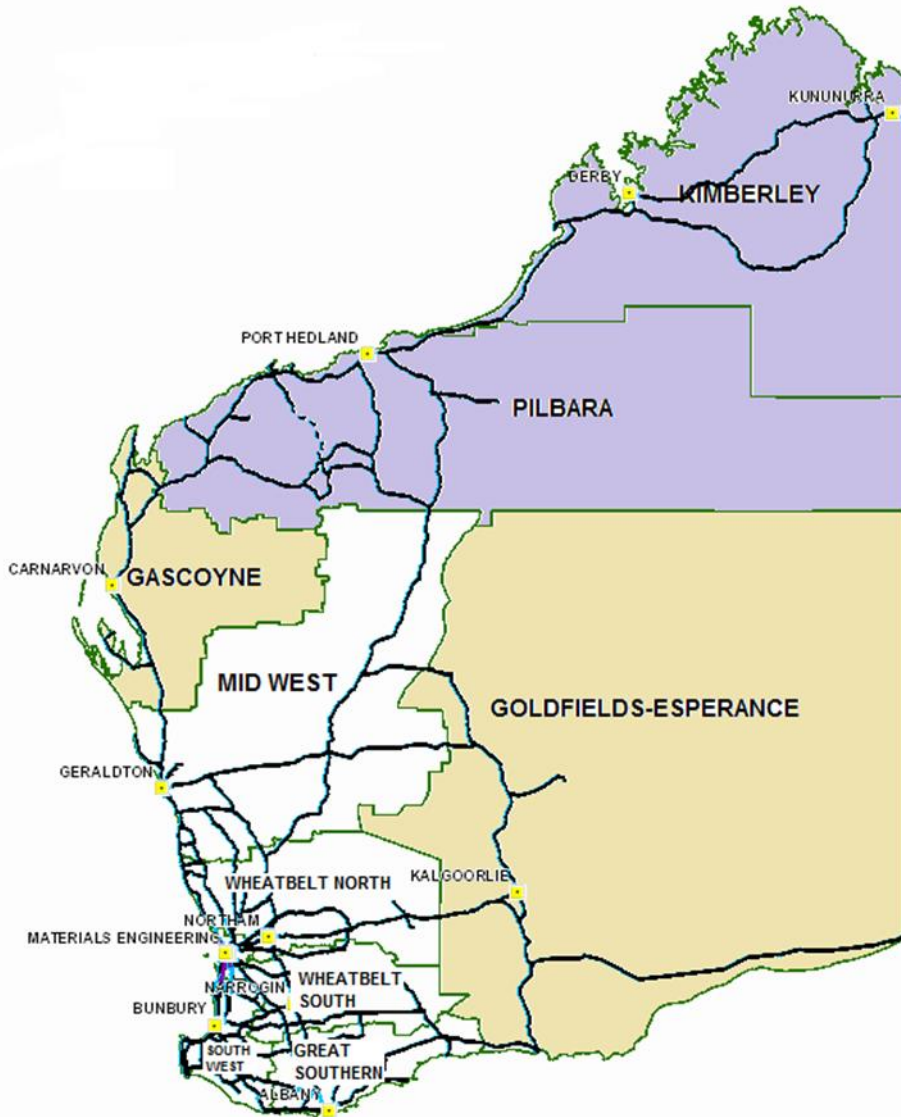
Breakfast \$12.05 per meal

Lunch \$14.85 per meal

Evening Meal \$17.80 per meal

ATTACHMENT H - COMMUTED OVERTIME ALLOWANCE

Clause 65.3 refers



Main Roads Regions for the purposes of Commuted Overtime