

**PUBLIC TRANSPORT AUTHORITY/ARTBIU (TRANSIT OFFICERS) INDUSTRIAL AGREEMENT 2022**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

**PARTIES** PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA

**APPLICANT**

-v-

THE AUSTRALIAN RAIL, TRAM AND BUS INDUSTRY UNION OF EMPLOYEES, WEST AUSTRALIAN BRANCH

**RESPONDENT**

**CORAM** COMMISSIONER T KUCERA  
**DATE** WEDNESDAY, 14 SEPTEMBER 2022  
**FILE NO/S** AG 9 OF 2022  
**CITATION NO.** 2022 WAIRC 00669

**Result** Order issued

**Representation**

**Applicant** Ms J Allen-Rana (as agent)

**Respondent** Mr J Dekuyer (as agent)

*Order*

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

AND WHEREAS I am satisfied that the agreement meets the requirements of the IR Act and that it should be registered;

AND HAVING heard from Ms J Allen-Rana as agent on behalf of the applicant and Mr J Dekuyer as agent on behalf of the respondent;

NOW THEREFORE the Commission, pursuant to the powers conferred under the IR Act, orders –

THAT the agreement made between the parties filed in the Registry on 25 August 2022 entitled *Public Transport Authority/ARTBIU (Transit Officers) Industrial Agreement 2022* and attached to this order be registered as an industrial agreement to replace the *Public Transport Authority/ARTBIU (Transit Officers) Industrial Agreement 2022* (AG 3 of 2022), which by operation of s 41(8) of the IR Act, is cancelled.

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

COMMISSIONER T KUCERA

**Public Transport Authority/  
ARTBIU (Transit Officers)  
Industrial Agreement 2022**

**AG 9 of 2022**

**1 APPLICATION AND OPERATION**

**1.1 Title**

This Agreement shall be known as the Public Transport Authority/ ARTBIU (Transit Officers) Industrial Agreement 2022.

**1.2 Arrangement**

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### **1.3 Area, Scope and Parties Bound**

- 1.3.1 The parties bound by this Agreement are the Employer and the Union.
- 1.3.2 This Agreement shall apply to all Employees in classifications listed in Schedule 1 who are members of, or are eligible to become members of the Union.
- 1.3.3 At the date of registration, the approximate number of Employees bound by this Agreement is 314.

## **1.4 Relationship to Parent Award**

This Agreement replaces and cancels the *Public Transport Authority/ARTBIU (Transit Officers) Industrial Agreement 2020*. For the term of this Agreement, the provisions of this Agreement shall prevail over the terms of the *Railway Employees Award 1969* in its entirety.

## **1.5 Term of Agreement**

- 1.5.1 This Agreement shall apply from the date the Agreement is registered by the Commission (except where specifically provided) and will expire at midnight on 6 October 2023.
- 1.5.2 The parties to this Agreement agree to re-open negotiations for a replacement Agreement at least six (6) months prior to its expiry.

## **1.6 Definitions**

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

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

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

- 1.6.8 “EAP” means Employee Assistance Program.
- 1.6.9 “Emergency” means, for the purpose of this Agreement, a circumstance of an unforeseen nature. For example, an earthquake, epidemic, act of terrorism, accident, or the like, but does not include a shortage of labour or errors in rostering.
- 1.6.10 “Employee” means a person employed by the Employer in the classifications listed in Schedule 1.
- 1.6.11 “Employer” means the Public Transport Authority of Western Australia.
- 1.6.12 “Guide Roster” means the full roster showing all lines of work and relief lines.
- 1.6.13 “Operational Roster” means the active portion of the Guide Roster that is used to allocate lines of work to Employees.
- 1.6.14 “Ordinary Hours” means the hours as defined at sub-clause 3.1.1 of this Agreement.
- 1.6.15 “Public Sector” means:
- a) all agencies, ministerial offices and non-SES organisations as defined in section 3 of the *Public Sector Management Act 1994*; and
  - b) employing authorities as defined in section 5 of the *Public Sector Management Act 1994*.
- 1.6.16 “Redeployment period” means the redeployment period as defined by regulation 28 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 1.6.17 “Registered employee” means a registered employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
- 1.6.18 “Registrable employee” means a registrable employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
- 1.6.19 “Replacement employee” means an Employee specifically engaged to replace an Employee proceeding on maternity leave, adoption leave or other parent leave.
- 1.6.20 “Roster Cycle” means the number of weeks per line of work in the roster period derived from the Guide Roster.
- 1.6.21 “Rostering Committee” means a consultative committee consisting of management representatives and elected Employee representatives established to discuss rostering issues.
- 1.6.22 “Rostered Days or Shifts” means the shift details (location, time and duration) allocated to an Employee in a Roster Cycle.



- 1.6.23 “Rostering Work Instructions” means the document created and maintained in accordance with sub-clause 3.5.5
- 1.6.24 “RTO” means the Registered Training Organisation of the Public Transport Authority.
- 1.6.25 “Senior Transit Officer” means a Transit Officer allocated the additional responsibilities of mentoring and supporting the performance of other Transit Officers.
- 1.6.26 “Shift Work Patterns” means the distribution and sequence of Rostered Days or Shifts in a roster.
- 1.6.27 “Spouse” means husband or wife and includes a de facto spouse who lives with the Employee as the husband or wife of the Employee on a bona fide domestic basis, although not legally married to the person. De facto partner means a relationship (other than a legal marriage) between two persons who live together in a marriage like relationship and includes same sex partners.
- 1.6.28 “Suitability” means Suitable office, post or position or Suitable employment as defined by section 94(6) of the *Public Sector Management Act 1994* as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 1.6.29 “Suitable office, post or position”, and “Suitable employment” have the meaning given in section 94(6) of the *Public Sector Management Act 1994* as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 1.6.30 “Surplus employee” means either a Registrable employee or a Registered employee.
- 1.6.31 “Suspend” means to suspend the continuance of an Employee’s Redeployment period in accordance with regulation 29 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 1.6.32 “Trainee” means a person actively participating in an accredited Traineeship program.
- 1.6.33 “Traineeship” means a structured work-based learning program formally approved by the Employer’s RTO consistent with national competency standards. A Traineeship may include on and off the job training and allow for the practical application of these skills at the workplace.
- 1.6.34 “Transit Officer” means an Employee qualified and trained to assist and maintain the safety and security of the Employer’s passengers and property, undertake safe working duties as required/directed in accordance with the network rules, instructions and procedures and designated as an authorised officer and as a security officer under section 56 of the *Public Transport Authority Act 2003*, or the most equivalent statutory provision.
- 1.6.35 “Union” means The Australian Rail, Tram and Bus Industry Union of Employees, Western Australian Branch.

## **1.7 No Further Claims**

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

## **2 CONTRACT OF EMPLOYMENT**

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

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

### **2.2 Direct and Permanent Employment**

#### **Statements of Government Preference**

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

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

- 2.2.3 Within 60 days of a request being made in writing, the Employer will provide to the Joint Consultative Committee (JCC):
- a) the names of the labour hire businesses used;

- b) the functions undertaken;
- c) the headcount number of labour hire employees performing the work; and
- d) the amount of money paid to each labour hire business.

### **Surplus Employees**

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

## **2.3 Contract of Employment**

- 2.3.1 A person may be appointed full time or part time:
  - a) on an ongoing basis; or
  - b) for a fixed term.
- 2.3.2 Employees appointed either on an ongoing basis or for a fixed term shall be advised in writing of the terms of their appointment and such advice shall specify the dates of commencement, hours of work and in the case of fixed term contracts the cessation date of the contract.

## **2.4 Part Time Employment**

- 2.4.1 Employees engaged in classifications covered by this Agreement may be employed on a part time basis.
- 2.4.2 The Employer may replace full-time positions with part time positions or vice versa. Part time entitlements shall be calculated on a pro rata basis according to the ratio of part time hours to equivalent full time hours.

- 2.4.3 Part time Employees shall be rostered for less than 80 hours per fortnight and shall have the standard number of hours of work stipulated in their letter of appointment.
- 2.4.4 Part time Employees will be entitled, on a pro rata basis, to the same terms and conditions of employment as an equivalent full-time Employee. Part time entitlements will be calculated according to the ratio of agreed part time hours to full time hours in an equivalent position or classification.
- 2.4.5 Where the hours of a part time Employee are temporarily extended to 80 hours per fortnight by agreement, the hourly Base rate of pay will apply. Hours in excess of 80 hours in the fortnight will be paid at overtime rates.
- 2.4.6 Where a part time Employee is directed to work hours in excess of the standard hours specified in sub-clause 2.4.3 then such Additional Hours will be paid at overtime rates.

## **2.5 Job Share**

- 2.5.1 The Employer may agree to two Employees entering into a job share arrangement where a full time job is shared between the two Employees.
- 2.5.2 The Employer and the relevant Employees will enter into a written job share agreement covering operating conditions such as hours of employment, absence from employment due to annual leave, personal leave and any other relevant matters.
- 2.5.3 The Employer may terminate the job share arrangement by giving four (4) weeks' notice to the relevant Employee/s if any of the following events occur
  - a) the employment of one of the Employees involved in the job share arrangement is terminated by the Employer or the Employee;
  - b) the arrangement is no longer consistent with the operational requirements of the business.
- 2.5.4 In the circumstances of sub-clause 2.5.3 any ongoing employment with the Employer will require the resumption of full time duties at a location to be determined by the Employer following consultation with the affected Employee/s or unless an alternative arrangement is put in place.

## **2.6 Fixed Term Contract Employment**

- 2.6.1 Subject to this clause Employees may be employed on contracts having fixed terms.
- 2.6.2 Before employing a person as a fixed term contract Employee or providing a new or extended fixed term contract to an Employee, the Employer must first consider whether any permanent Surplus employees can undertake the role or duties required. If a permanent Surplus employee can undertake the role or duties, they will be offered the employment.

- 2.6.3 Notwithstanding sub-clause 2.6.2, the Employer will have discretion to renew an existing fixed term contract if the Employee has been in the same or similar role for more than two years and the arrangements are being reviewed for possible conversion to permanent appointment in agreed circumstances.
- 2.6.4 Where more than one appropriate permanent Surplus employee exists, the following hierarchy shall apply for access to the role or duties:
- a) internal Surplus employees are considered first;
  - b) if no internal Surplus employees are suitable, Registered employees from other employing authorities are considered; and
  - c) if no Registered employees are suitable, Registrable employees from other employing authorities are considered.
- 2.6.5 In exercising its employing authority, the Employer may only employ a person as a fixed term contract Employee in the following circumstances:
- a) covering one-off periods of relief;
  - b) work on a project with a finite life;
    - i. where a project is substantially externally funded including multiple external funding sources, the Employer must present a business case supporting the use of fixed term contract Employees in such positions to the JCC;
    - ii. where external funding has been consistent on an historical basis and it can be reasonably expected to continue, the Employer shall assess the percentage of positions for which permanent appointment can be made;
  - c) work that is seasonal in nature;
  - d) where an Employee with specific skills is not readily available in the Public Sector is required for a finite period; or
  - e) in any other situation as agreed between the parties to this Agreement.
- 2.6.6 Employees appointed for a fixed term shall be advised in writing of the terms of the appointment, including the circumstances of the appointment as provided under clause 2.6.5 and the dates of commencement and termination of the contract of employment.
- 2.6.7 The Employer will provide the Union the names and work locations of all Employees on fixed term contracts within 28 days of a request being made in writing.

## **2.7 Probation**

### **2.7.1 New Employees**

- a) Following confirmation of satisfactory completion of the initial mandatory off the job training and assessment, a Trainee Transit Officer will be offered appointment to the position of Transit Officer, subject to satisfactory completion of the probationary period in the position of Transit Officer.
- b) A new Employee's appointment to a Transit Officer position with the Employer will be subject to a probationary period of six (6) months. Prior to the expiry of the period of probation, the Employer shall have a report completed in respect to the Employee's level of performance, efficiency and conduct; and may
  - i. confirm the appointment;
  - ii. extend the period of probation by up to a further six (6) months subject to the approval of the Divisional General Manager and provide the Employee with the necessary support and remedial action to assist the Employee to meet the requirements of the position;
  - iii. terminate the services of the Employee by giving one week's notice or payment in lieu thereof.
- c) The probationary period specified in this sub clause may be further extended by express agreement between the Employer and the Union.
- d) During the probationary period, if the Employee's performance is not satisfactory, the Employer may terminate the contract of employment by giving the Employee one week's notice or payment in lieu of notice.

### **2.7.2 Existing employees**

- a) Following confirmation of satisfactory completion of the initial mandatory off the job training and assessment, an existing employee of the Employer who has been appointed as a Trainee Transit Officer will be offered appointment to the position of Transit Officer, subject to satisfactory completion of the probationary period. Such a requirement will be provided for in the letter of appointment.
- b) An existing employee of the Employer who is appointed to a Transit Officer position will be subject to a probationary period of six (6) months. Prior to the expiry of the period of probation, the Employer shall have a report completed in respect to the Employee's level of performance, efficiency and conduct; and may
  - i. confirm the appointment;
  - ii. extend the period of probation by up to a further six (6) months subject to the approval of the Divisional General Manager and provide the

Employee with the necessary support and remedial action to assist the Employee to meet the requirements of the position;

- iii. revert the existing employee to their substantive position or to a position at an equivalent level to the one the employee held prior to commencing as a Trainee Transit Officer.
- c) A further extension beyond that provided in this sub clause 2.7.2b)ii may occur if agreed in writing between the Employer and the Union.

### 2.7.3 Appointments to Promotional Classifications

- a) Appointment to a promotional classifications within this Agreement, other than the annual review, of the Employee's classification level will be subject to a probationary period of three (3) months.
- b) The probationary period will commence after satisfactory completion of any initial mandatory off the job training necessary, prior to commencing actual duties on the job at the designated classification level and pay rate.
- c) During the probationary period the Employee's work performance will be monitored and advice on performance will be provided to the Employee as appropriate. Subject to satisfactory performance, but not otherwise, the Employee will be appointed to the position at the conclusion of the probationary period.
- d) Should an Employee not reach a satisfactory level of performance as required by the Employer within the three (3) month probationary period, or extended probationary period for a period of up to 3 months as approved by the Divisional General Manager, or any further extension as agreed between the parties or seeks to return to their previous substantive level, then the Employee will revert to their previous substantive level.

## 2.8 Ordinary Duties

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

## 2.9 Higher Duties

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

- 2.9.1 An Employee who is required to undertake on a temporary basis the substantial responsibilities of a position referred to in this Agreement which attracts a higher rate of pay than the Employee's normal rate of pay shall be paid the rate of pay for the higher position from the commencement of the first shift or shifts allocated provided that the Employee undertakes the higher position's substantial responsibilities from the commencement of the first shift and that the responsibilities of the position are not shared with other Employees.
- 2.9.2 Where an Employee is required to undertake higher duties continuously for a period of three (3) months or more, the conditions of employment for that higher level position, including accrued leave entitlements, shall apply to the Employee.
- 2.9.3 Where an Employee who is in receipt of higher duties allowance paid under this clause and has been so for a continuous period of 12 months or more, proceeds on five (5) weeks annual leave, the Employee shall continue to receive the allowance for the period of leave.
- 2.9.4 Where an Employee who is in receipt of higher duties allowance paid under this clause and has been so for a continuous period of greater than three (3) months but less than 12 months, and proceeds on any period of annual leave, the Employee shall only receive the allowance while on leave for that proportion of annual leave accrued during the period of higher duties.
- 2.9.5 An Employee who acts at the higher level for a continuous period of 12 months or more and proceeds on a period of annual leave or any other approved leave of 5 weeks or more shall be entitled to receive payment of such allowance on a pro rata basis during the period of leave, except for seven-day or 24 hour rostered Employees who shall receive payment of such allowance on a pro rata basis where the Employee proceeds on a period of normal annual leave or any other approved leave of 6 weeks or more.

## 2.10 Notice

### 2.10.1 Notice of Termination by Employer

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

Period of continuous service	Period of notice
Not more than 6 months	1 week



More than 6 months but not more than 3 years	2 weeks
More than 3 years but not than 5 years	3 weeks
More than 5 years	4 weeks

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

#### 2.10.2 Notice of Resignation

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

#### 2.10.3 Forfeiture of Wages

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

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

terminated.

## **2.11 Stand Down**

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

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

2.11.2 Provided that an Employee, who cannot be usefully employed because of any strike and who is required to report for duty on any day and does so report shall be paid a minimum of four (4) hours' pay at ordinary rates.

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

2.11.4 An Employee stood down in accordance with these provisions, shall not lose any personal leave credit or other rights or privileges to which such Employee would ordinarily be entitled under this Agreement provided the Employee resumes work within a reasonable time of being so required after such a stand down.

## **2.12 Unsatisfactory performance**

2.12.1 Where an Employee engages in an employment related act or omission so that it appears to the Employer that the Employee is unable or unwilling to utilise appropriate skills to carry out tasks associated with a particular job competently and in a manner that meets the reasonable expectations and service needs of the Employer, then the matter may be dealt with by the Employer under its Performance Management Policy and Procedure as amended from time to time.

2.12.2 The outcome of a performance management process may include a transfer, a demotion or a dismissal. Where the Employer applies such an outcome for reasons of unsatisfactory performance, that outcome will not be a disciplinary penalty unless it is expressed to be so by the Employer, and may be reviewed by means of clause 7.5 – Dispute Settlement, including by making an application to the Commission to deal with the matter.

## **2.13 Discipline**

2.13.1 Definitions

- a) "Breach of Discipline" includes:
  - i. an act of misconduct;

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

2.13.2 This clause describes the Employer’s disciplinary procedure for dealing with an Employee’s unacceptable behaviour. The procedure will enable appropriate disciplinary action to be taken to deal with and prevent further unacceptable behaviour. The principles of procedural fairness apply to the Employer’s disciplinary procedure.

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

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

- a) will be in writing;
- b) will record the date on which the Employee’s act came to the attention of the Employer, being the date on which a nominee of the Chief Executive Officer had first knowledge of the act or received a substantive complaint or report;
- c) will be issued to the Employee within 28 calendar days (exclusive of public holidays) of the date on which the act came to the attention of the Employer, failing which, subject to sub-clause 2.13.26, formal disciplinary action cannot be taken;
- d) will record the nature of the Employer’s suspicion sufficiently to give the Employee a reasonable opportunity to submit a written statement of events, an explanation or otherwise respond, but need not be a formal allegation and is

not required to include or refer to all evidence upon which the suspicion is based;

- e) will nominate a date by which the Employee may provide any response which allows a reasonable opportunity to respond in all the circumstances, provided that a period of 14 calendar days will usually be sufficient. A longer time may be agreed by the Employer on the Employee's request provided that the Employer will not refuse a reasonable request;
- f) will nominate the date by which any disciplinary process must be completed, if formal disciplinary action is pursued, calculated by reference to this date of first notification in accordance with sub-clause 2.13.25; and
- g) may also be a formal allegation of breach of discipline, where the Chief Executive Officer considers there are already sufficient grounds to make such an allegation and where it complies with sub-clause 2.13.8.

2.13.5 After receiving a first notification, the Employee may either respond or advise the Employer that he or she does not propose to respond. Any response provided by the Employee will be treated as a preliminary response, taking into account the circumstances in which that response is given. An Employee's choice whether to respond to the notification and the nature of the response may be a relevant consideration in any later disciplinary decision.

2.13.6 The Chief Executive Officer will consider whether there are sufficient grounds to make a formal allegation of a breach of discipline against the Employee and whether the matter warrants being dealt with as a disciplinary matter, taking into account any first notification and any response, and will decide to:

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

2.13.7 The Employer will inform the Employee in writing of the Chief Executive Officer's decision, including where relevant any finding by the Chief Executive Officer that there had not been a breach of discipline.

2.13.8 Step Two: Formal Allegation of Breach Of Discipline: Where the Chief Executive Officer decides to initiate formal disciplinary action, the Employer will notify the Employee of the formal allegation of a breach of discipline against the Employee and the notification will:

- a) be in writing;

- b) record the nature of the allegation against the Employee;
- c) nominate the date by which any disciplinary process must be completed, recalculated in accordance with sub-clause 2.13.26; and either:
  - i. advise the Employee that the allegation will be the subject of further investigation; or
  - ii. where the Employee's response to the first notification was an admission, advise the Employee of any proposed adverse finding in relation to that allegation, which advice will comply with sub-clause 2.13.17.

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

- 2.13.14 The Investigator will at the conclusion of the investigation report to the Chief Executive Officer on the investigation and on the findings open to the Chief Executive Officer.
- 2.13.15 At any time during or at the conclusion of the investigation, the Chief Executive Officer may decide to:
- a) refer the matter to be managed by the Employer under its Performance Management Policy and Procedure as amended from time to time;
  - b) issue a warning to the Employee that certain conduct is not acceptable (which will not be a finding that such conduct has occurred);
  - c) refer the Employee for counselling or for training and development; or
  - d) take no further action.
- 2.13.16 The Employer will inform the Employee in writing of any such decision and the reasons for the decision, including where relevant any finding by the Chief Executive Officer that there had not been a breach of discipline.
- 2.13.17 Step Four: Opportunity to Respond to Proposed Adverse Finding and any Proposed Penalty: The Chief Executive Officer will advise the Employee of:
- a) any proposed adverse finding in relation to the allegation of breach of discipline made against the Employee or any other breaches of discipline which came to the attention of the Employer in the course of the investigation;
  - b) the results of the investigation and the evidence relied upon by the Chief Executive Officer in support of the proposed finding;
  - c) the range of penalties the Chief Executive Officer is considering applying if the finding is confirmed;
  - d) the time within which the Employee is required to provide any written response as to the finding and as to the appropriate penalty, which will be not less than 14 days. A longer time may be agreed by the Employer on the Employee's request provided that the Employer will not refuse a reasonable request ; and
  - e) the date by which any disciplinary process must be completed, recalculated in accordance with sub-clause 2.13.26.
- 2.13.18 Step Five: Final Determination: After receiving any response from the Employee to the advice of proposed adverse findings, or after the nominated date by which the Employee was required to provide any response, the Chief Executive Officer will review the evidence, including the Employee's response, and make a final determination on the allegation of breach of discipline and decide which if any penalty from the list of penalties in sub-clause 2.13.21, subject to sub-clause 2.13.22 should be applied.

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

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

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

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

- a) no penalty;
- b) a reprimand (which may include a final reprimand);
- c) deferring the payment and anniversary dates for annual increments by a period not exceeding six (6) months;
- d) a permanent or temporary transfer to another location within the PTA or to another employment position within the PTA, including to a position to which this Agreement does not apply;
- e) a permanent or temporary demotion or reduction to a lower increment or to a lower grade or position to which this Agreement applies;
- f) a permanent or temporary demotion to another position to which this Agreement does not apply; or
- g) dismissal.

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

2.13.23 Appeal: Where a breach of discipline has been found to have been committed, the Employee found guilty of the breach of discipline shall have a right to appeal the decision of the Chief Executive Officer and any associated penalty by notification

and direct referral of a dispute to the Commission by a party on the Employee's behalf under sub-clauses 7.5.5 or 7.5.8 of this Agreement.

- 2.13.24 *Stand Down from Operational Duties*: During the course of an investigation, an Employee may be stood down from operational duties. The Chief Executive Officer may provide alternative duties or allow the Employee not to attend the workplace. Where the Employee is a shift Employee, the Employee will be paid a wage equivalent to weekly Base rate of pay plus afternoon shift penalties until a final determination is made. If a finding of breach of discipline is not made against the Employee, the Employee will be paid the difference between the weekly Base rate of pay plus afternoon shift penalties and the average of the Employee's weekly pay in the three (3) months prior to date the Employee was stood down from operational duties.
- 2.13.25 *Time Frames*: The discipline process shall be completed within six (6) months from the date of the first notification, or within such other extended period of time as is provided for in this Agreement.
- 2.13.26 The minimum periods specified in clause 2.13 in which a notification is to be given or a determination is to be made will be extended:
- a) by reason of a delay caused by the Employee or their representative, to the extent of the delay;
  - b) by reason of the absence from duty of the affected Employee through sickness or other authorised leave, to the extent of that absence;
  - c) by reason of the suspension of the Employer's disciplinary process during an investigation of the allegation by Police or by the Corruption and Crime Commission, or awaiting the outcome after being criminally charged to the extent of the duration of that investigation;
  - d) by reason of any extension granted under sub-clauses 2.13.4 (e) or 2.13.17(d);  
or
  - e) by mutual agreement between the parties.

## **2.14 Redeployment and Redundancy**

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



- b) providing sufficient weight to the Employee's knowledge, skills and experience; and
  - c) recognising the transferability of skills to roles where a direct fit may not exist.
- 2.14.3 The Employer and prospective Employer will seek to place Surplus employees in suitable positions in accordance with clause 2.14.2.
- 2.14.4 The Employer will provide Surplus employees with direct access to priority vacancies through the online Recruitment Advertising Management System.
- 2.14.5 The Employer will provide Surplus employees with case management in line with the Public Sector Commission's Redeployment and Redundancy Guidelines and the Public Sector Commission's Redeployment and Redundancy Guidelines Appendix A – Case Management or any revised arrangement subsequent to the review of the redeployment and redundancy provisions. The Employer will ensure that Surplus employees are provided with an appropriately skilled case manager/s, a skills audit and continual support to find Suitable employment.
- 2.14.6 Upon notification of registration, the Employer shall provide an Employee who is notified of the Employer's intention to register them under regulation 18 of the Regulations with the written reason/s for the intended registration and the possible employment, placement and training options available to them.
- 2.14.7 Where the Employer is able to do so consistent with Commissioner's Instruction No. 12 – Redeployment and Redundancy, the Employer may Suspend the Redeployment period of a Registered employee for the duration that the Employee is participating in retraining, a secondment or other employment placement arrangement. Where suspension of the total duration would exceed the allowable duration under Commissioner's Instruction No. 12 – Redeployment and Redundancy, the Employer may Suspend the Redeployment period for the portion allowable.
- 2.14.8 The Employer will notify the Union prior to a Registered employee entering the last three (3) months of their Redeployment period.

### **3 HOURS OF WORK**

#### **3.1 Ordinary Hours**

- 3.1.1 The Ordinary Hours of employment shall be 40 ordinary hours per week averaged across the Roster Cycle, worked on a rotating 24/7 continuous shift roster Sunday to Saturday, consisting of four (4) ten-hour shifts and/or five (5) eight-hour shifts averaged across the Roster Cycle.
- 3.1.2 The Employer shall arrange ordinary shifts to not exceed 10 hours, except to meet operational requirements and in cases of emergency when relief cannot be provided. The maximum spread of Ordinary Hours shall be 12 hours.
- 3.1.3 The Ordinary Hours for Employees will be as shown on the Employees' roster.

- 3.1.4 Rosters shall provide for a minimum of eight (8) days off duty in every 28 days, on average, or a varying number of days consistent with that proportion depending on the length of the Roster Cycle.
- 3.1.5 Any change to the shift lengths or rostering arrangements under this sub-clause would be by agreement between the parties to this Agreement.
- 3.1.6 Employees shall not be rostered for more than nine (9) consecutive shifts per fortnightly Roster Cycle.
- 3.1.7 Saturday and Sunday payments when working Ordinary Hours.
- a) Ordinary Hours worked on a Saturday shall be paid at the rate of time and a half.
  - b) Ordinary Hours worked on a Sunday shall be paid at the rate of double time.
  - c) No other shift penalties shall apply.
- 3.1.8 Protected Days Off with Appropriate Notice
- a) An Employee may give notice in writing by 15 February each year as part of the leave rostering process to protect two days off for personal reasons per financial year.
  - b) Approval of requests made outside of the date specified in sub clause 3.1.8 a) would be at the discretion of the Employer but not unreasonably refused.
  - c) A request to protect two days will require the Employee to nominate the two specific dates that they are seeking to have protected for the following financial year.
  - d) The request will be approved by the Employer provided that:
    - i. Accommodating the dates requested within the Employee's Actual Roster will not contravene the fatigue management principles underlying the Roster Cycle;
    - ii. the insertion of a protected day off in the Employee's Actual Roster will not cause an increase in the total number of days off in the affected Actual Roster;
    - iii. the specific dates requested can be accommodated within operational requirements. (i.e: do not include days where Employees are required to undertake compulsory shifts such as Australia Day and New Year's Eve); and
    - iv. where there are multiple requests for the same date/day, the Employer may impose a limit on the number of Employees who will have that date approved as a protected day off pursuant to sub-clauses 3.1.8 a) - 3.1.8c) in order to meet operational requirements and in line with current leave

capping principles. The Employer will inform Employees of this decision as soon as practicable.

- e) Where the request to protect a day falls on a day that is not already a rostered day off in the affected Employee's Operational Roster, the request will be approved provided that
- i. the provisions of sub-clauses 3.1.8 d) i-iv above are met;
  - ii. the adjustment to the affected Employee's Actual Roster to accommodate the protected day off will include allocation of an alternative shift in line with operational requirements, which may include working on another line on a cost neutral basis consistent with clause 3.5.8d) (i.e: Other Line Allowance shall not be payable); and
  - iii. allocation of shifts on relief lines in the Actual Roster can accommodate coverage of the vacated shift; or
  - iv. where there are insufficient relief lines in the Actual Roster to accommodate the requested protected day off and a change would be required to another Employee's Shift Work Pattern, that change is:
    - considered reasonable by the Employer;
    - shown on the affected Employee's Actual Roster as soon as practicable.

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

- 3.2.1 Time worked, at the request of the Employer, by an Employee in excess of the posted roster hours for the cycle are Additional Hours, except where this Agreement provides otherwise.
- 3.2.2 Additional Hours are time worked in excess of the rostered hours for a shift or shifts worked in addition to those rostered.
- 3.2.3 The Employer is entitled to extend an Employee's required rostered shift hours by a maximum of two hours to meet operational requirements, provided these are paid in accordance with overtime provisions under this clause. Such extension shall not exceed 12 hours unless a further extension is agreed with the Employee.
- 3.2.4 Where an Employee has worked extended hours as referred to in 3.2.3, in any one week period of a fortnightly Roster Cycle, that Employee shall not also be required by the Employer to work an additional shift within that same fortnight's Roster Cycle if the Employee has already worked four (4) additional overtime hours that week, unless express agreement is given beforehand by the Employee concerned to work the additional time.
- 3.2.5 **Additional shifts:** Employees may be requested to work one additional shift per Roster Cycle and shall not unreasonably refuse to work such shift, provided overtime shifts are rostered equitably across Employees on each line, and overtime

allocation shall be at the discretion of the Employer. The Employer shall initially call upon volunteers who have expressed interest in working overtime shifts.

### 3.2.6 Payment for Overtime

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

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

### 3.2.7 Minimum Call Out

- a) **Ordinary Hours Monday to Friday:** An Employee recalled to work is paid a minimum of three (3) hours at the rate applicable to the day, but shall not be obliged to work for three (3) hours if the work for which the Employee has been brought on duty does not last that period.
- b) **Saturday and Sunday time:** An Employee brought on duty outside ordinary working hours (Saturday, Sunday or Public Holidays) shall be paid a minimum of four (4) hours at the rate applicable to the day, but shall not be required to work for the four (4) hours if the work for which the Employee is brought on duty does not last that period.
- c) A record of overtime worked will be maintained by the Employer and where an Employee feels disadvantaged as to the allocation of overtime he/she may discuss the matter with the designated officer.

## 3.3 Meal Breaks

3.3.1 An Employee shall not be permitted to continue work for longer than five (5) hours without a scheduled paid meal break of 20 minutes, with 5 minutes allowed either side of those 20 minutes.

3.3.2 Such meal break shall not commence before the third or after the fifth hour on duty.

3.3.3 The timing of a rostered meal break may be altered by the Employer to suit operational requirements such as delayed train services or emergencies. However,

this will not otherwise alter the prescribed entitlement to a meal break under this Agreement.

3.3.4 Reasonable alternative meal break arrangements may be agreed between the parties to this Agreement after Consultation with the Employees affected, and where entered into, written records kept of any such alternative agreed arrangements and the period over which they would apply.

3.3.5 Meal Breaks outside Ordinary Hours.

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

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

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

3.4.1 Other than in an Emergency, an Employee shall be allowed at least 10 consecutive hours off duty between the end of one Ordinary Hours shift and the commencement of the next Ordinary Hours shift.

3.4.2 Unless otherwise agreed between the parties, where an Employee who has not had at least 10 consecutive hours off duty since the completion of their last Ordinary Hours Shift is fatigued due to authorised overtime and

- a) there is four (4) hours or more of the next rostered shift remaining to be worked, the Employee may, with the approval of their officer in charge, be excused from such part of the shift to allow the designated break and shall be deemed to have commenced that shift at the rostered start time. Where a part shift is worked a shift penalty, if appropriate, will be paid.
- b) there are less than four (4) hours of the rostered shift remaining to be worked, the Employee may, with the approval of their officer in charge, be excused from duty and shall be deemed to have worked the shift. However in these circumstances, a shift penalty will not be paid.

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

### **3.5 Rostering**

3.5.1 Unless otherwise agreed between the parties to this Agreement, the Employer will roster Employees using three rosters, being the Guide, Operational Roster and the Actual Roster, for the period of this Agreement.

- 3.5.2 Ordinary shifts and additional shifts may be worked on any day of the Roster Cycle.
- 3.5.3 Shift Work Patterns on the Guide and Operational Roster may be varied by the Employer after advice to and Consultation with the Union and with Employees affected. Alteration of Shift Work Patterns requires 14 days' notice to be given to the affected Employees.
- 3.5.4 The Roster Cycle shall be fortnightly but that may be varied by the Employer at its discretion following advice to and Consultation with the Rostering Committee, the Union and with Employees affected. The Employer shall provide affected Employees with 14 days prior notice of intention to change the length of the Roster Cycle. Where a different length of cycle is in place, the ratio of numbers of shifts to weeks will be varied proportionately based on the prescription for two (2) weeks.
- 3.5.5 Rostering Work Instructions
- a) The Employer will in Consultation with the Rostering Committee develop and periodically update Rostering Work Instructions.
  - b) The purpose of Rostering Work Instructions is to provide guidelines to staff involved in the rostering of Employees under this Agreement on the application of rostering processes in accordance with the parameters provided in this Agreement. The Instructions will include but not be limited to guidelines on the following:
    - i. the identification and ranking of Employee rostering preferences (eg: the procedure for line transfers);
    - ii. allocation of overtime;
    - iii. changes to start locations and start times;
    - iv. mutual shift exchanges, and
    - v. procedures for posting of Actual Rosters.
  - c) The Employer will notify the Union of the outcomes of its Consultations with the Rostering Committee in relation to the Rostering Work Instructions and will consider any response provided by the Union within 14 days of that notification before adopting or updating the Instructions.
- 3.5.6 While the Employer is entitled to compile and post an Operational Roster which it determines best balances the principles in the Rostering Work Instructions with safety requirements and the other operational requirements of the business, the Employer will not unreasonably disregard the principles in the Rostering Work Instructions.
- 3.5.7 Balancing of Shifts
- a) To the extent that it is reasonably practicable, the Guide Roster(s) will be balanced so that all Employees work a similar number of hours over the Roster Cycle.

- b) Before posting, Actual Rosters are to be reviewed and adjusted as necessary prior to the end of the roster period, and in time for the posting of the next Actual Roster, to enable leave, other authorised absences or operational contingencies to be taken into account.
- c) After posting, the Actual Roster may be altered by the Employer to cater for unscheduled absenteeism.
- d) Rostered Shifts: An Employee shall not unreasonably refuse to work any Rostered Shift allocated to them on the Actual Roster.

### 3.5.8 Mutual Changes

- a) An Employee may exchange shifts with a fellow Employee and the exchange will be accepted providing:
  - i. it does not breach fatigue management principles;
  - ii. subject to sub clause (d), it does not breach any condition of this Agreement; and
  - iii. the request for the exchange is in writing and provided to the rostering section two (2) working days (not including Saturday or Sunday) prior to the change coming in to effect.
- b) An Employee may indefinitely exchange positions on the same Operational Roster with a fellow Employee and the exchange will be accepted providing:
  - i. it does not breach fatigue management principles;
  - ii. subject to sub clause d), it does not breach any condition of this Agreement; and
  - iii. the request for the exchange is in writing and submitted through the rostering section prior to posting of the Actual Roster where the change will come into effect and the exchange is on the same home line.
- c) In circumstances other than those in sub-clauses a) and b), a request for an exchange will not be unreasonably refused where:
  - i. the shifts to be exchanged are of the same duration on the same line/roster on the same day; and
  - ii. the request is provided to the rostering section or, outside of the rostering section's working hours to Transit Supervisor on duty for the relevant Line, at least three (3) working hours' prior to the change coming into effect.
- d) Where a mutual exchange is accepted:

- i. the hourly Base rate of pay, shiftwork allowance and weekend penalties paid to each of the Employees who exchange shifts shall be paid based on the shifts worked by each Employee.
- ii. Other Line Allowance shall not be payable unless the total allowance payable to both Employees as a result of the exchange would not exceed the total allowance which would have been payable to those Employees if the change were not approved; and
- iii. the mutual exchange shall otherwise be cost neutral to the Employer.

### **3.6 Guaranteed Week**

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

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

3.6.3 **Exceptions to the Guaranteed Week:**  
The guaranteed week may be reduced as follows:

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

## **4 WAGES**

### **4.1 Wages**

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

4.1.2 Trainee Transit Officers

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



#### 4.1.3 Annual Increments

- a) Transit Officers and Senior Transit Officers shall proceed to the maximum of their wage range by annual increments subject to a satisfactory report on the officer's level of performance and conduct.
- b) The following procedure will apply prior to the payment of an increment:
  - i. Their manager will produce a report on the Employee's performance and conduct no later than 12 months since the Employee's last incremental advance.
  - ii. Where the report is satisfactory, the increment will be paid; or
  - iii. Where the report is unsatisfactory:
    - the Employee will be shown the report which shall include details of previous warnings and counselling and shall be required to initial it.
    - the Employee will be provided with an opportunity to comment in writing.
    - the Employee's comments will be considered immediately by the Employer and a decision made as to whether to approve the payment of the increment or withhold payment for a specific period up to a maximum of six (6) months by the Executive Director People and Organisational Development.
    - where the increment is withheld, a performance management plan will be established which will include regular monitoring of the Employees' compliance. The Employer, before the expiry of the specified period, will complete a further report and the above provisions will apply.
    - the non-payment of an increment will not change the normal anniversary date of any further increment payments.

#### 4.2 Payment of Wages

- 4.2.1 Wages shall be paid fortnightly. On pay week, payment of wages is to be made no later than the Friday.
- 4.2.2 All wages shall be paid into accounts nominated by the Employee with a bank, building society or credit union.
- 4.2.3 Where an Employee can demonstrate that the Employee has incurred a financial penalty due to the non-remittance of remuneration by the day provided for in sub-clause 4.2.1 to the nominated financial institution as provided for in sub-clause 4.2.2, the Employee may recoup the penalty from the Employer unless the late remittance was:

- a) due to actions (or inactions) of the Employee such as the late or non submission of applicable timekeeping or banking information; or
  - b) no fault of the Employer's or due to events outside the control of the Employer such as bank funds transfer errors.
- 4.2.4 For the purpose of this clause, the Employer will not be responsible for any penalty incurred by an Employee for non-remittance of funds into a Trust Account operated by the administrator, where the Employee has entered into remuneration packaging arrangement.
- 4.2.5 **Wage shortfalls:** Where the Employer is informed in writing that the Employee has not been paid the full amount of wages due to the Employee in a fortnightly pay the Employer shall investigate the matter. Where an underpayment is confirmed and determined to be the fault of the Employer, the Employer shall pay the shortfall to the Employee in the next fortnightly pay.
- 4.2.6 **Recovery of Overpayments**
- a) The Employer has an obligation under the *Financial Management Act 2006* to account for public monies. This requires the Employer to recover overpayments made to an Employee.
  - b) Any overpayment identified and proven to an Employee will be repaid to the Employer within a reasonable period of time.
  - c) Where an overpayment is identified and proven, the Employer will provide the Employee with the written details of the overpayment and notify the Employee of their intent to recover the overpayment.
  - d) Where the Employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the Employer and Employee.
  - e) Any negotiated agreement between the Employer and the Employee will be evidenced in writing stating the amount to be deducted and the time period for the deductions to occur with a signed copy provided to both Employer and Employee for their records.
  - f) If an amount of repayment cannot be agreed to between the Employer and Employee as per e), the Employer may not deduct or require an Employee to repay an amount exceeding 10% of the Employee's net pay in any one pay period without the Employee's agreement. This will be confirmed in writing with the Employee.
  - g) If the Employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with clause 7.5 – Dispute Settlement. No deductions relating to the overpayment shall be made from the Employee's pay while the matter is being dealt with in accordance with clause 7.5 – Dispute Settlement.

- h) Nothing in this provision shall be taken as precluding the Employer's legal right to pursue recovery of overpayments.
- i) Where the Employer alters the pay cycle or pay day, any consequential variations to an Employee's fortnightly wages and/or payments to compensate shall not be considered an overpayment for the purposes of this clause.

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

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

#### **4.4 Court Shift Wage**

4.4.1 Where on the Operational or Actual Roster an Employee is allocated to work a Sunday shift that would attract penalties/allowances and, as a result of being required to appear before a court within Western Australia, has that shift substituted, where the new substitute shift attracts lower penalties, it will be paid as per the originally rostered Sunday shift.

4.4.2 The court appearance must relate to the duties of the Employee.

#### **4.5 Remuneration Packaging**

4.5.1 An Employee may, by agreement with the Employer, enter into a remuneration packaging arrangement in accordance with the Employer's Salary Packaging Guidelines and Agreement or any similar remuneration packaging arrangement offered by the Employer.

4.5.2 Remuneration packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined in sub-clause 4.5.3 of an Employee, can be reduced by and substituted with other benefit/s.

4.5.3 For the purposes of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee Contributions.

4.5.4 The TEC for the purpose of remuneration packaging, is calculated by adding:

- a) the Base salary;
- b) other cash allowances, e.g. annual leave loading;
- c) non cash benefits, e.g. Superannuation, motor vehicle etc;
- d) any Fringe Benefit tax liabilities currently paid; and

- e) any variable components, where commuted or annualised.
- 4.5.5 Where an Employee enters into a remuneration packaging arrangement the Employee will be required to enter into a separate written agreement with the Employer that sets out the terms and conditions of the arrangement, including an irrevocable signed agreement to allow the Employer to deduct from the Employee's wages any outstanding liabilities to be paid.
- 4.5.6 Notwithstanding any remuneration packaging arrangement, the wage rates specified in Schedule 1 are the basis for calculating related entitlements specified in this Agreement.
- 4.5.7 The remuneration packaging arrangement must be cost neutral in relation to the total cost to the Employer.
- 4.5.8 The remuneration packaging arrangement must also comply with relevant taxation laws and the Employer will not be liable for any additional tax, penalties or other costs payable or which may become payable by the Employee.
- 4.5.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the Employee or the provision of Employer benefits under the remuneration packaging arrangement, such tax, penalties and any other costs shall be borne by the Employee.
- 4.5.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the Employee may vary or cancel a remuneration packaging arrangement.
- 4.5.11 The cancellation of a remuneration packaging arrangement will not cancel or otherwise affect the operation of this Agreement.
- 4.5.12 The Employer shall not unreasonably withhold agreement to remuneration packaging on request from an Employee.
- 4.5.13 Clause 7.5 – Dispute Settlement contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause. Where such a dispute is not resolved, either party may refer the matter to the Commission.

#### **4.6 Workers Compensation**

An Employee who in the course of performing their duties sustains a compensable injury under the *Workers Compensation and Injury Management Act 1981*, shall receive workers compensation payments in accordance with the *Workers Compensation and Injury Management Act 1981* or its replacement.

## **5 ALLOWANCES**

### **5.1 Shift Allowances**

Monday to Friday: The shift allowance rates and configuration of shifts are contained in Schedule 3. They are applicable on or after 7 October 2021 and will be updated administratively each year from the first pay period on or after 1 July.

### **5.2 Other Line Allowance**

5.2.1 There will be eight (8) designated home lines that officers are assigned to. These are:

- a) Joondalup Line – Leederville to Butler.
- b) Fremantle – City West to Fremantle.
- c) Midland – East Perth to Midland.
- d) Armadale – Burswood to Armadale/Thornlie.
- e) Perth (precinct)– old Perth station, Perth Underground, Elizabeth Quay, McIver, Claisebrook and Perth Stadium Station.
- f) Northern Mandurah – Bullcreek to Aubin Grove.
- g) Southern Mandurah – Kwinana to Mandurah.
- h) Airport Line – Redcliffe to High Wycombe

5.2.2 Where an officer is required to commence work on a line other than their designated home line, they will be paid one hour's travel time at the Base rate of pay plus a return kilometres allowance. This is calculated as the number of kilometres on the return journey paid at the rate of 89.5c per km (the rate to be adjusted in accordance with further variations to the *Public Service Award 1992* Motor Vehicle Allowance rates) between the inner most staffed station on an officer's home line and the other line location where they are required to commence duty. The inner most staffed stations for each of the lines at the commencement of this Agreement are:

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

- g) Perth Precinct – Perth parking compound, Pier Street, Perth.
  - h) Airport Line - Redcliffe
- 5.2.3 Schedule 2 provides the distance in kilometres between inner most staffed stations and other stations on other lines calculated utilising “whereis.com”. The schedule may be updated during the life of this Agreement to reflect changes to staffed stations and accompanying calculations as agreed between the parties.
- 5.2.4 Officers who commence at any station on their home line will not receive an allowance.
- 5.2.5 Special provisions for Travel to Locations Not on Lines for Supplementary Training
- a) Where Employees, other than Trainees, are required to travel to locations that are not on lines outlined in clause 5.2.1 to undertake supplementary training as referred to in clause 4.3, they shall be entitled to a travelling allowance based on one hour’s travel time at the Base rate of pay plus a return kilometres allowance.
  - b) The return kilometres allowance is calculated as the return kilometres from the inner most staffed station on the Employee’s home line to that location utilising “whereis.com” (or other agreed program) to calculate as the return kilometres distance and paid at the rate of 89.5c per km. (the rate to be adjusted in accordance with further variations to the *Public Service Award 1992* Motor Vehicle Allowance rates). These kilometre distances are included in Schedule 2.

## **6 LEAVE**

### **6.1 Public Holidays**

- 6.1.1 The following days shall be observed as public holidays: New Year’s Day, Australia Day, Labour Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Western Australia Day, Sovereign’s Birthday, Christmas Day, Boxing Day, and any other day proclaimed as a general public holiday.
- 6.1.2 When any of the above mentioned days fall on a Saturday or Sunday the public holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a public holiday without deduction of pay and the day for which it is substituted shall not be a public holiday.
- 6.1.3 If an Employee is required to work on a public holiday the Employee shall be paid for all time worked on any shift from midnight to midnight on that day at the rate of time and one half in lieu of all penalties which may be payable for work on that day.
- 6.1.4 In addition to the payment described in sub-clause 6.1.3 an Employee required to work on a public holiday shall either:

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

of the long service leave and extra days in lieu shall not be granted.

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

6.2.1 Permanent and fixed term contract Employees will be provided an additional day of paid leave for Easter Sunday.

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

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

6.2.4 The day of leave:

- a) is not available to an Employee who is on any period of leave without pay;
- b) is paid at the Base rate of pay;
- c) can be added to annual leave or taken individually;
- d) must be included in the Employee's nominated preferences for clearance of leave in accordance with sub-clauses 6.22.1 e) and 6.22.3b);
- e) must be taken in the calendar year in which it occurs;
- f) will be forfeited if not taken in the year in which it occurs; and
- g) is not to be paid out on termination of employment.

## **6.3 Personal Leave**

6.3.1 Introduction

- a) The intention of personal leave is to give Employees and Employers greater flexibility by providing leave for a variety of personal purposes. Personal leave replaces sick and paid carer's leave.
- b) Personal leave is not to be used for circumstances normally met by other forms of leave.
- c) Personal Leave shall be paid at the Employee's Base rate of pay.

6.3.2 Entitlement

- a) The Employer shall credit each full time Employee engaged on an ongoing basis with the following personal leave credits which accrue pro rata on a weekly basis:
  - i. A part time Employee shall be entitled to the same personal leave credits as a full time Employee, but on a pro rata basis. Payment for personal



leave shall only be made for those hours that would normally have been worked had the Employee not been on personal leave.

- ii. An Employee employed for a period less than 12 months shall be credited personal leave on a pro rata basis for the period of the contract. An Employee employed on a fixed term contract for a period of 12 months or more shall be credited with the same entitlement as a permanent Employee.
- iii. In the Accrual Year 120 hours' personal leave entitlement may be accessed for illness or injury, carer's leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each Accrual Year unused personal leave from that Accrual Year up to a maximum of 104 hours will be cumulative and added to personal leave accumulated from previous Accrual Years. Non-cumulative leave of 16 hours is credited at initial appointment and thereafter at each anniversary date. Any unused non-cumulative hours will be lost on completion of each Accrual Year.
- iv. Where Employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.
- v. A minimum of 80 hours of personal leave per Accrual Year must be accessed or available to be accessed by an Employee for the purposes of an Employee's entitlement to paid leave for illness or injury or carer's leave.
- vi. Personal leave will not be debited for public holidays that the Employee would have observed.
- vii. Personal leave may be taken on an hourly basis.

### 6.3.3 Access

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

#### 6.3.4 Application for Personal Leave

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

#### 6.3.5 Evidence

- a) An application for personal leave exceeding two (2) consecutive working days will generally be required to be supported by evidence that would satisfy a reasonable person of the entitlement.
- b) In general, supporting evidence is not required for single or two (2) day absences, totalling five (5) cumulative days of personal leave per calendar year.
- c) Personal leave taken in single or two day increments beyond the five (5) total days referred to in sub-clause 6.3.5 b) shall generally be supported by evidence.
- d) Where the Employer has good reason to believe that an absence within the first five (5) cumulative days may not be reasonable or legitimate, the Employer may request evidence be provided in any case. The Employer must provide the

Employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.

- e) For the purposes of this Agreement, the following provides guidance as to the minimum level of documentation that may be reasonable for each type of personal leave:
- i. Illness or injury to the Employee:
    - a medical certificate from a certified medical practitioner indicating the Employee is unfit for work;
    - other certificate from a Pharmacist or registered health care provider; or
    - other evidence of the illness or injury acceptable to a reasonable person.
  - ii. Carer's leave:
    - either a medical certificate which refers to the illness or injury of the member of the Employee's family or household;
    - other certificate from a Pharmacist or registered health care provider;
    - a carer's certificate from a hospital, health care service or registered health care provider; or
    - evidence of the Employee's relationship and the nature of support required to be provided to the member of the Employee's family or household acceptable to a reasonable person (e.g. a signed statement).
  - iii. Unanticipated matters:
    - evidence of the immediate need for absence from the workplace acceptable to a reasonable person; or
    - evidence outlining the nature of the unanticipated occurrence, and stipulating the relationship of the Employee to that situation (e.g. a signed statement)
  - iv. Planned matters where arrangements cannot be organised outside of working hours:
    - evidence of the need for absence from the workplace acceptable to a reasonable person.
- f) In each of the instances referred to in 6.3.5 e) should the manager require further evidence other than the evidence as outlined, the manager will provide to the Employee in writing the reason for the request.

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

#### 6.3.6 Re-crediting Annual Leave

Where an Employee is ill or injured during the period of annual leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that as a result of the illness or injury the Employee was confined to their place of residence or a hospital for a period of at least seven (7) consecutive calendar days, the Employer may grant personal leave for the period during which the Employee was so confined and reinstate annual leave equivalent to the period of confinement.

#### 6.3.7 Re-crediting Long Service Leave

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

#### 6.3.8 Unused Personal Leave

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

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

- a) Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The Employer shall not unreasonably withhold this leave.
- b) Personal leave without pay not exceeding a period of three (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.
- c) Personal leave without pay is not available to Employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in clause 6.3.4a) ii), iii) or iv). However, other forms of leave including unpaid carer's leave and leave without pay may be available.

#### 6.3.10 Portability

Where:

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

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

#### 6.3.11 Unpaid Carer's leave

- a) Subject to the provisions of paragraph (b) of this sub-clause an Employee, is entitled to unpaid carer's leave of up to two (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:
  - i. an illness or injury of the member;
  - ii. an unexpected emergency affecting the member; or
  - iii. the birth of a child of the member.

- b) An Employee is entitled to unpaid carer's leave for a particular permissible occasion only if the Employee cannot take paid carer's leave during the period.
  - i. The definition of family is the same as provided in clause sub-clause 6.3.4 c)
  - ii. The Employer may grant an Employee unpaid carer's leave in excess of two (2) days.
  - iii. Unpaid carer's leave may be taken on an hourly basis.

#### 6.3.12 War Caused Illnesses

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

### **6.4 Bereavement Leave**

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

- a) the spouse or de-facto partner of the Employee;
- b) a former spouse or former de-facto partner of the Employee;
- c) a child, step-child, foster child or grandchild of the Employee (including an adult child, step-child or grandchild);
- d) a parent, step-parent, foster parent or grandparent of the Employee;
- e) a parent in law or former parent in law of the Employee;
- f) a brother, sister, step brother or step sister of the Employee; or
- g) any other person who, immediately before that person's death, lived with the Employee as a member of the Employee's household;

be eligible for up to three (3) days' paid bereavement leave.

- 6.4.2 The Employer will not unreasonably withhold approval to grant bereavement leave to an Employee in respect of some other person with whom the Employee had a special relationship, on the request of the Employee.
- 6.4.3 The three (3) days need not be consecutive.
- 6.4.4 Bereavement leave is not to be taken during any other period of leave, including periods of unpaid leave, workers compensation or in any case where the Employee concerned would have been off duty in accordance with the roster.
- 6.4.5 Payment of such leave may be subject to the Employee providing evidence, if so requested by the Employer, of the death or relationship to the deceased that would satisfy a reasonable person.
- 6.4.6 An Employee requiring more than three (3) days' bereavement leave in order to travel interstate or overseas in the event of a death of a person referred to in clause 6.4.1 or 6.4.2, may, upon providing adequate proof, in addition to any bereavement leave to which the Employee is eligible, have immediate access to annual leave and/or accrued long service leave or leave without pay provided all accrued leave is exhausted.
- 6.4.7 Travelling time for Regional Employees
  - a) Subject to prior approval from the Employer, an Employee entitled to bereavement leave and who as a result of such bereavement travels to a location within Western Australia that is more than 240 km from their workplace will be granted paid time off for the travel period undertaken in the Employee's ordinary working hours up to a maximum of 15 hours per bereavement. The Employer will not unreasonably withhold approval.
  - b) The Employer may approve additional paid travel time within Western Australia where the Employee can demonstrate to the satisfaction of the Employer that more than two (2) days travel time is warranted.
- 6.4.8 The provisions of sub-clauses 6.4.7 a) and b) applies as follows.
  - a) An Employee employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a permanent Employee for each full year of service and pro-rata for any residual portion of employment.
  - b) An Employee employed on a fixed term contract for a period less than 12 months shall be credited with the same entitlement on a pro-rata basis for the period of employment.
  - c) A part time Employee shall be entitled to the same entitlement as a full time Employee for the period of employment, but on a pro-rata basis according to the number of Ordinary Hours worked each fortnight.

## **6.5 Annual Leave**

- 6.5.1 Employees shall be entitled to 200 hours of annual leave per year after 12 months of continuous service, regardless of time spent acting or temporarily deployed under this Agreement.
- 6.5.2 Employees shall accrue annual leave as hours, accruing time on a pro rata weekly basis.
- 6.5.3 No deduction shall be made from annual leave for the period an Employee is off duty on paid personal leave. In the case of personal leave without pay whilst ill or injured for which a medical certificate has been provided, absences in excess of three (3) months shall be deducted from qualifying service for annual leave.
- 6.5.4 Employees resuming from annual leave would not commence duty before an afternoon shift unless:
- a) agreed by the Employee; or
  - b) there has been an intervening rostered day off.
- 6.5.5 Part time Employees.
- a) Part time Employees will be granted annual leave in the proportion that the number of Ordinary Hours worked bear to full time Employees.
  - b) Part time Employees, who consistently worked a regular number of Ordinary Hours during the whole of their qualifying service, will continue to be paid on that basis during their leave.
  - c) Part time Employees who worked a varying number of weekly hours during their qualifying service, will be paid on the basis of the average Ordinary Hours worked during their qualifying service:
  - d) For the purposes of this sub-clause 'qualifying service' means:
    - i. the 52 weeks immediately prior to the taking of the annual leave; or
    - ii. where the Employee has been employed in a part time capacity for less than 52 weeks, the period of part time employment.
- 6.5.6 Annual Leave Loading
- a) Annual leave loading shall be paid on all annual leave taken in lieu of any other allowances and penalties.
  - b) For the avoidance of doubt, Employees shall not work overtime during a period of annual leave, and a rostered day off or public holiday on which an Employee undertakes an overtime shift is not a day on which they are absent from work on leave.



- c) Where applicable, the annual leave loading calculated on the applicable Base rate of pay which will be paid to Employees will be whichever is the greater of:
- i. 20 per cent; or
  - ii. the average penalties payable under the Operational Roster (including relevant shift and weekend penalty rates, and excluding overtime) as agreed between the parties under paragraph 6.5.6 e).
- d) The loading shall not exceed 5/4<sup>th</sup> of a rate equivalent to 17.5 per cent of four weeks' salary of a General Division Level 8.1 Employee as per Schedule 2 – General Division Salaries of the *Public Sector CSA Agreement 2021* (or its replacement Agreement) as at 1 January in the calendar year in which the leave commences. The rates applicable until the end of calendar year 2021 are shown in the following table.

<b>Maximum Leave Loading for annual leave:</b>	<b>Maximum</b>
Commencing on or after the date of registration of this Agreement	\$2,286.13
Commencing on or after 1 January 2023	TBA

- e) At the time of registration, the annual leave loading agreed between the parties was as set out in Schedule 4 to this Agreement. As part of the Consultation about any change to Operational Rosters there shall be an exchange of letters between the Employer and the Union agreeing the annual leave loading payable for the duration of this Agreement (or until any further change to the roster) to Employees whose substantive position is covered by that roster, based on the average of penalties earned under the Operational Roster and acknowledging that the annual leave loading cap figure from time to time (as referred to in 6.5.6 d) will prevail where applicable.

## **6.6 Long Service Leave**

- 6.6.1 An Employee shall be entitled to 13 weeks paid long service leave on the completion of 10 years continuous service and an additional 13 weeks paid long service leave for each subsequent period of seven (7) years of continuous service completed by the Employee.
- 6.6.2 Where a public holiday falls within an Employee's period of long service leave such a day shall be deemed to be a portion of the long service leave and no other payment or benefit shall apply.
- 6.6.3 Long service leave shall be paid at the Employee's Base rate of pay as prescribed in clause 4.1.

- 6.6.4 By agreement with the Employer, an employee can access any portion of an accrued entitlement to long service leave on double pay for half the period accrued.
- 6.6.5 An Employee will only be entitled to pro rata long service leave if their employment is terminated:
- a) by the Employer for other than disciplinary reasons;
  - b) due to the retirement of the Employee on the grounds of ill health;
  - c) due to the death of the Employee, in which case the payment would be made to the Employee's estate;
  - d) due to Employee's retirement at the age of 55 years or over, provided 12 months continuous service has been completed prior to the day from which the retirement takes effect;
  - e) for the purpose of entering an In Vitro Fertilisation Program, provided the Employee has completed three (3) years' service and produces written confirmation from an appropriate medical authority of the dates of involvement in the program; or
  - f) due to Employee's resignation for pregnancy, provided the Employee has completed more than three (3) years and produces certification of such pregnancy and the expected date of birth from a legally qualified medical practitioner.
- 6.6.6 For the purposes of determining long service leave entitlement, the expression "continuous service" includes any period during which the Employee is absent on paid leave but does not include any period exceeding two (2) continuous weeks during which the Employee is absent on any form of leave without pay.
- 6.6.7 Continuity of service shall not be broken by the absence of the Employee on any form of approved paid leave or by the standing down of an Employee under the terms of this Agreement.

## **6.7 Cultural and Ceremonial Leave**

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

- 6.7.5 The Employer may request reasonable evidence of the legitimate need for the Employee to be allowed time off.
- 6.7.6 Cultural/ceremonial leave may be taken as whole or part days off. Each day, or part thereof, shall be deducted from:
- a) the Employee's annual leave entitlements (where applicable);
  - b) the Employee's accrued long service leave entitlements, but in full days only; or
  - c) accrued days off or time in lieu.
- 6.7.7 Time off without pay may be granted by arrangement between the Employer and the Employee for cultural/ceremonial purposes.

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

- 6.8.1 Subject to operational requirements, Employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:
- a) prior arrangements with the supervisor has been made and at least two (2) days' notice has been provided; or
  - b) the Employee is called upon by the Red Cross Blood Centre.
- 6.8.2 The notification period shall be waived or reduced where the line manager is satisfied that operations would not be unduly affected by an Employee's absence.
- 6.8.3 Employees shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.
- 6.8.4 Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood or plasma to the Red Cross Blood Centre.

## **6.9 Witness and Jury Service**

### **Witness Service**

- 6.9.1 An Employee subpoenaed or called as a witness to give evidence in any proceeding shall:
- a) notify the Employer as soon as practicable; and
  - b) provide to the Employer on request evidence that would satisfy a reasonable person of any entitlement claimed in relation to giving that evidence under this provision.
- 6.9.2 Where an Employee is subpoenaed or called as a witness to give evidence in an official capacity, that Employee shall be granted by the Employer leave of absence

with pay, but only for such period as is required to enable the Employee to carry out duties related to being a witness. If the Employee is on any form of paid leave, the leave involved in being a witness will be reinstated. If the Employee is on a rostered day off and has complied with paragraph 6.9.1, the Employer shall on request roster an alternative rostered day off. The Employee is not entitled to accept any witness fee.

- 6.9.3 An Employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or traveling expenses, as soon as practicable after the default notify the Employer.
- 6.9.4 An Employee subpoenaed or called as a witness on behalf of the Crown not in an official capacity shall be granted leave with full pay entitlements. If the Employee is on any form of paid leave, this leave shall not be reinstated as such witness service is deemed to be part of the Employee's civic duty. The Employee is not entitled to accept any witness fee.
- 6.9.5 An Employee subpoenaed or called as a witness under any other circumstances other than specified in subclasses 6.9.2 and 6.9.4 shall be granted leave of absence without pay except when the Employee makes an application to clear accrued leave in accordance with the provisions of this Agreement.

### **Jury Service**

- 6.9.6 An Employee required to serve on a jury shall, as soon as practicable after being summonsed to serve, notify their supervisor or manager.
- 6.9.7 An Employee required to serve on a jury shall be granted paid leave of absence by the Employer, but only for such period as is required to enable the Employee to carry out duties as a juror.
- 6.9.8 The parties acknowledge that as at the date of registration of this Agreement the Employer is required under the *Juries Act 1975* to pay an Employee the earnings that the Employee could reasonably expect to have been paid while doing jury service. Where an Employee would have otherwise have been allocated to relief work while doing jury service, payment of the Base rate of pay plus a twenty per cent (20%) loading will reflect the Employee's reasonable expectation of payment during that period.
- 6.9.9 An Employee granted leave of absence as prescribed in sub-clause 6.9.7 is not entitled to retain any juror's fees.

### **6.10 Maternity Leave**

#### **6.10.1 Eligibility**

a)

- i. A pregnant permanent, fixed term contract or eligible casual Employee is entitled to unpaid Maternity Leave on the birth of a child.

- ii. The period of leave for a fixed term contract Employee shall not extend beyond the term of that contract.
  - iii. An Employee is eligible, without concluding their Maternity Leave and resuming duty, for subsequent periods of Maternity Leave, including Paid Maternity Leave, in accordance with the provisions of this clause.
- b) A pregnant permanent or fixed term Employee must have completed 12 months continuous service in the Public Sector immediately preceding the Maternity Leave in order to receive the forms of paid leave as provided for by this clause.
  - c) An Employee on a period of leave without pay unrelated to Maternity Leave must resume duties prior to being entitled to Paid Maternity Leave in accordance with the eligibility requirements.

#### 6.10.2

- a) A pregnant eligible casual Employee is entitled to unpaid Maternity Leave only.
- b) For the purposes of this clause an eligible casual Employee means a casual Employee employed by the Employer:
  - i. on a regular and systematic basis for several periods of employment with a break of no more than three (3) months between each period of employment and where the combined length of the periods of employment are at least 12 months and the breaks of employment were the result of the Employer's initiative; or
  - ii. on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and, but for the birth or adoption of a child the Employee has a reasonable expectation of continuing engagement on a regular and systematic basis.
- c) Service performed by an eligible casual Employee for a public sector Employer shall count as service for the purposes of determining 12 months continuous service as per sub-clause 6.10.1 and 6.10.2 where:
  - i. the eligible casual Employee has become a permanent or fixed term contract Employee with the same Employer; and
  - ii. the break between the period of eligible casual employment and permanent or fixed term contract employment is no more than three (3) months.

#### 6.10.3 Notice Requirements

- a) An eligible Employee shall give at least four (4) weeks written notice of:

- i. their intention to proceed on paid or unpaid Maternity Leave;
  - ii. the date the Employee proposes to commence paid or unpaid Maternity Leave; and
  - iii. the period of leave to be taken.
- b) An Employee who has given their Employer notice of their intention to take Maternity Leave shall provide the Employer with a medical certificate from a registered medical practitioner naming the Employee, confirming the pregnancy and the estimated date of birth.
  - c) An Employee is not in breach of sub-clause 6.10.3 (a) by failing to give the required period of notice if such failure is due to the birth of the child taking place prior to the date the Employee had intended to proceed on Maternity Leave.
  - d) An Employee proceeding on Maternity Leave may elect to take a shorter period of Maternity Leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four (4) weeks written notice is provided.

#### 6.10.4 General Entitlement To Maternity Leave

- a) Subject to the requirements of this clause an eligible Employee is entitled to 52 weeks unpaid Maternity Leave.
- b)
  - i. Subject to the requirements of this clause an eligible Employee is entitled to 14 weeks Paid Maternity Leave that will form part of the 52 week unpaid entitlement;
  - ii. The 14 week period of Paid Maternity Leave is inclusive of any public holidays falling within that time;
  - iii. The period of Paid Maternity Leave can be extended by the Employee taking double the leave on a half-pay basis and its effect is in accordance with sub-clause 6.10.15.
- c) An Employee must take Maternity Leave in one continuous period with the exception of:
  - i. Special Temporary Employment or Special Casual Employment pursuant to sub-clause 6.10.13.
  - ii. Sub-clause 6.10.8 Unpaid Special Maternity Leave.
- d) Except for leave provided under clause 6.13 - Partner Leave of this Agreement, only one parent can proceed on Maternity, Adoption or Other Parent Leave at any one time.

- e) Where less than the 52 weeks Maternity Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- f)
  - i. Notwithstanding sub-clause 6.10.4 c) above, Paid Maternity Leave may be taken in more than one period by an Employee who meets the requirements of sub-clause 6.10.5d).
  - ii. Unpaid Maternity Leave may be taken in more than one continuous period where the Employee undertakes special temporary employment or special casual employment in accordance with sub-clause 6.10.13 – Employment During Unpaid Maternity Leave. In these circumstances, the provisions of sub-clause 6.10.13 – Employment During Unpaid Maternity Leave, shall apply.
- g)
  - i. Where both employees are employed in the WA Public Sector an entitlement to paid or unpaid Maternity Leave, Adoption Leave or Other Parent Leave or parental leave provided for by another industrial Agreement can be shared;
  - ii. the entitlement provided to the employees shall not exceed the paid Maternity, Adoption or Other Parent Leave quantum for one Employee or its half pay equivalent; and
  - iii. the employees may only proceed on paid and/or unpaid Maternity, Adoption or Other Parent Leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under sub-clause 6.10.5d). This does not prevent an Employee from taking paid or unpaid Partner Leave as prescribed by clause 6.13 – Partner Leave of this Agreement.

#### 6.10.5 Payment for Paid Maternity Leave

- a)
  - i. Subject to sub-clause 6.10.5 c) a full time Employee proceeding on Paid Maternity Leave is to be paid according to their ordinary working hours at the time of commencement of Maternity Leave. Shift and weekend penalty payments are not payable during Paid Maternity Leave.
  - ii. Subject to sub-clause 6.10.5 c) payment for a part time Employee is to be determined according to an average of the hours worked by the Employee over the preceding 12 months; or their ordinary working hours at the time of commencement of Maternity Leave, exclusive of shift and weekend penalties, whichever is greater.

- b) An Employee may elect to receive pay in advance for the period of Paid Maternity Leave at the time the Maternity Leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the Paid Maternity Leave.
- c)
  - i. An Employee in receipt of a higher duties allowance for a continuous period of 12 months immediately prior to commencing Paid Maternity Leave, is to continue to receive the higher duties allowance for the first four (4) weeks of Paid Maternity Leave.
  - ii. An Employee who is entitled to be paid higher duties allowance in accordance with clause 6.10.5c)(i) and elects to take paid Maternity Leave at half pay will be paid the higher duties allowance at the full rate for the first four (4) weeks only.
- d) An Employee is entitled to remain on Paid Maternity Leave if the pregnancy results in other than a live child; or the Employee is incapacitated following the birth of the child; or the child dies or is hospitalised such that the Employee or the Employee's partner is not providing principal care to the child.
- e) Where an Employee is on a period of half pay Maternity Leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused Paid Maternity Leave equivalent to the period of leave the Employee would have accessed had they been on full pay Maternity Leave when their termination occurred.
- f) An Employee eligible for a subsequent period of Paid Maternity Leave as provided for under sub-clause 6.10.1a)iii) shall be paid the Maternity Leave as follows:
  - i. according to the Employee's status, classification and ordinary working hours at the time of commencing the original period of Paid Maternity Leave; and
  - ii. not affected by any period of special temporary employment or special casual employment undertaken in accordance with sub-clause 6.10.13.

#### 6.10.6 Commencement of Maternity Leave

- a) The period of paid leave can commence up to six (6) weeks prior to the expected date of birth of the child.
- b) The period of unpaid leave can commence up to six (6) weeks prior to the expected date of birth of the child or earlier if the Employer and Employee so agree, but must not start later than the birth of the child.
- c)



- i. If the Employer has reason to believe that the continued performance of duties by a pregnant Employee renders danger to herself, fellow Employees or the public, the Employee may be required to obtain and provide a medical certificate stating that the Employee is fit to work in her present position for a stated period.
  - ii. The Employer shall pay the fee for any such examination.
  - iii. Where an Employee is deemed to be unfit to work in her present position, the provisions of sub-clause 6.10.7- Modification of Duties and Transfer to a safe job, may apply.
- d)
  - i. Where the pregnancy of an Employee terminates other than by the birth of a living child, not earlier than 20 weeks before the expected date of the birth, the entitlement to Paid Maternity Leave remains intact and subject to the eligibility requirements of this clause.
  - ii. Such paid Maternity Leave cannot be taken concurrently with any paid personal leave taken in this circumstance.
- e) The period of Paid Maternity Leave must be concluded within 12 months of the birth of the child.
- f)
  - i. The Employer may, in exceptional circumstances, allow an Employee to take Paid Maternity Leave that will result in the Employee being on Paid Maternity Leave more than 12 months after the birth of the child.
  - ii. An Employer may require evidence that would satisfy a reasonable person that the circumstances warrant allowing the Employee to take their period of Paid Maternity Leave such that it would result in the Employee being on Paid Maternity Leave more than 12 months after the birth of the child.

#### 6.10.7 Modification of Duties and Transfer to a Safe Job

- a)
  - i. A pregnant Employee may work part time in one or more periods whilst she is pregnant where she provides her Employer with a medical certificate from a medical practitioner advising that part time employment is, because of her pregnancy, necessary or preferable.
  - ii. The terms of part time employment undertaken in accordance with sub-clause 6.10.7(a)(i) shall be in writing.

- iii. Such employment shall be in accordance with sub-clause 2.4 of this Agreement.
- b) In the absence of an alternative requirement, and unless otherwise agreed between an Employer and Employee, an Employee shall provide their Employer with four (4) weeks written notice of an intention to:
    - i. vary part time work arrangements made under sub-clause 6.10.7a); or
    - ii. revert to full time employment during the Employee's pregnancy.
  - c) An Employee reverting to full time employment in accordance with sub-clause 6.10.7b)ii) will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Employee's skill and abilities as the substantive position held immediately prior to undertaking part time employment.
  - d) If an Employee gives her Employer a medical certificate from a medical practitioner, or some other form of evidence that would satisfy a reasonable person, and it contains a statement to the effect that the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
    - i. illness, or risks, arising out of her pregnancy; or
    - ii. hazards connected with that position.

then the Employer must modify the duties of the position or alternatively transfer the Employee to a safe job at the same classification level for the period during which she is unable to continue in her present position.
  - e) If an Employee's Employer does not think it to be reasonably practicable to modify the duties of the position or transfer the Employee to a safe job:
    - i. the Employee is entitled to be absent from the workplace on full pay for the period during which she is unable to continue in her present position;
    - ii. an entitlement to be absent from the workplace on full pay as at sub-clause 6.10.7e) applies to an eligible casual Employee; and
    - iii. an Employee who is absent from work pursuant to this sub-clause shall be paid the amount she would reasonably have expected to be paid if she had worked during that period.
  - f) An entitlement to be absent from the workplace on full pay is in addition to any leave entitlement the Employee has.
  - g) An entitlement to be absent from the workplace on full pay ends at the earliest of whichever of the following times is applicable:
    - i. the end of the period stated in the medical certificate;

- ii. if the Employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; or
- iii. if the Employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

#### 6.10.8 Unpaid Special Maternity Leave

- a) A pregnant Employee is entitled to a period of unpaid special maternity leave if the Employee is not fit for work during that period because the Employee:
  - (i) has a pregnancy related illness; or
  - (ii) has been pregnant and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by a living child; and
  - (iii) has not utilised personal leave for the period.
- b) An Employee must give the Employer notice of the taking of [unpaid special maternity leave](#).
- c) The notice must:
  - (i) be given to the Employer as soon as practicable (which may be a time after the leave has started); and
  - (ii) advise the Employer of the period, or expected period, of the leave.
- d) An Employee who has given notice of the taking of [unpaid special maternity leave](#) must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in 6.10.8(a).
- e) Without limiting 6.10.8(d), an Employer may require the evidence referred to in that subsection to be a [medical certificate](#).
- f) An Employee's entitlement to 12 months of [unpaid maternity leave](#) provided at 6.10.4 is not reduced by the amount of any [unpaid special maternity leave](#) taken by the Employee while the Employee was pregnant.

#### 6.10.9 Interaction with Other Leave Entitlements

- a) An Employee proceeding on unpaid Maternity Leave may elect to substitute any part of that leave with accrued annual and/or accrued long service leave.
- b) Where annual and/or long service leave is substituted that leave shall form part of the 52 weeks Maternity Leave entitlement.
- c) Personal leave is not payable on a period of paid or unpaid Maternity Leave.

#### 6.10.10 Extended Unpaid Maternity Leave

- a) An Employee is entitled to apply for leave without pay following Maternity Leave ('extended unpaid Maternity Leave') to extend their leave by up to two (2) years.
- b) Approval for an extension to unpaid Maternity Leave will be subject to all other available leave entitlements being exhausted.
- c) Where both parents work for the Public Sector the total combined period of extended unpaid Maternity, Adoption and extended Other Parent Leave shall not exceed two (2) years.
- d) The Employer is to agree to a request for extended unpaid Maternity Leave unless:
  - i. the Employer is not satisfied that the request is genuinely based on the Employee's parental responsibilities; or
  - ii. agreeing to the request would have an adverse impact on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.
- e) The Employer is to give the Employee written notice of the Employer's decision on a request for extended unpaid Maternity Leave under sub-clause 6.10.10a). If the request is refused, the notice is to set out the reasons for the refusal.
- f) An Employee who believes their request for extended unpaid parental leave under sub-clause 6.10.10 has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.

#### 6.10.11 Communication during Maternity Leave

- a) If the Employer makes a decision that will have a significant effect on the status, responsibility level, pay or location of an Employee's position whilst on Maternity Leave, the Employer must take all reasonable steps to give the Employee information about, and an opportunity to discuss, the effect of the decision on that position.
- b) An Employee shall also notify the Employer of changes of address or other contact details that might affect the Employer's capacity to comply with sub-clause 6.10.11a).

#### 6.10.12 Replacement Employee

Should a replacement Employee be engaged, the replacement Employee is to be informed prior to engagement of the fixed term nature of the employment and of the rights of the Employee, who is being replaced, including that the engagement may be subject to variation according to 6.10.3 (d) and ability to extend unpaid Maternity Leave as provided for under sub-clause 6.10.10.

#### 6.10.13 Employment during unpaid Maternity Leave

a) Special Temporary Employment

- i. For the purposes of this sub-clause, “temporary” means employment of an intermittent nature; for a limited, specified period; and undertaken during unpaid Maternity Leave or extended unpaid Maternity Leave.
- ii. Notwithstanding any other provision of the Maternity Leave clause, an Employee may be employed by their Employer on a temporary basis provided that:
  - both parties agree in writing to the special temporary employment;
  - Employees are only employed on a temporary basis in connection with their substantive office, post or position;
  - any such period of service shall not change the Employee’s employment status in regard to their substantive employment; and
  - any period of special temporary employment shall count as qualifying service for all purposes under this Agreement.

b) Special Casual Employment

- i. For the purposes of sub-clause 6.10.13, ‘casual’ means employment on an hourly basis for a period not exceeding four (4) weeks in any period of engagement for which a casual loading is paid. It excludes employment undertaken in accordance with 6.10.13 (a) – Special temporary employment.
- ii. An Employee can be engaged on special casual employment provided that
  - both parties agree in writing to the special casual employment;
  - Employees are employed at the level commensurate to the level of the available position under this Agreement;
  - in the case of a fixed term contract Employee, the period of the casual employment is within the period of the current fixed term contract;
  - any such period of service shall not break the Employee’s continuity of service nor change the Employee’s employment status in regard to their substantive employment; and
  - any period of special casual employment shall not count as qualifying service other than with respect to entitlements a casual Employee would ordinarily be entitled to for any other purpose

under any relevant Award, Agreement or industrial instrument.

- c) The provisions of this clause only apply to employment during unpaid Maternity Leave, and extended unpaid Maternity Leave taken in conjunction with Maternity Leave as provided for in sub-clause 6.10.10 – Extended unpaid Maternity Leave.
- d) An Employer cannot engage an Employee in special temporary employment or special casual employment whilst the Employee is on a period of Paid Maternity Leave, annual leave or long service leave taken concurrently with a period of unpaid Maternity Leave.
- e) Effect of special temporary employment and special casual employment on unpaid Maternity Leave
  - i. Subject to sub-clause 6.10.13 (e) (ii), a period of special temporary employment or special casual employment shall be deemed to be part of the Employee's period of unpaid Maternity Leave or extended unpaid Maternity Leave as originally agreed to by the parties.
  - ii. An Employee who immediately resumes unpaid Maternity Leave or extended unpaid Maternity Leave following the conclusion of a period of special temporary employment or special casual employment
    - is entitled, on written notice, to extend their period of unpaid maternity leave or extended unpaid maternity leave by the period of time in which they were engaged in special temporary employment or special casual employment; and
    - shall give not less than four (4) weeks' notice in writing to their Employer of the new date they intend to return to work and so conclude their period of maternity leave or extended unpaid maternity leave.
  - iii. An Employee who does not immediately resume their period of unpaid Maternity Leave or extended unpaid Maternity Leave at the conclusion of a period of special temporary employment or special casual employment cannot preserve the unused portion of leave for use at a later date.

#### 6.10.14 Return to Work on Conclusion of Maternity Leave

- a)
  - i. An Employee shall confirm their intention in writing to conclude their Maternity Leave not less than four (4) weeks prior to the expiration of Maternity Leave or extended unpaid Maternity Leave.

- ii. An Employee who intends to return to work on a modified basis in accordance with sub-clause 6.10.14 (d) shall advise their Employer of this intention by notice in writing not less than four (4) weeks prior to the expiration of Maternity Leave or extended unpaid Maternity Leave.
- b) An Employee on return to work following the conclusion of Maternity Leave or extended unpaid Maternity Leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Employee's skill and abilities as the substantive position held immediately prior to proceeding on Maternity Leave.
- c) Where an Employee was transferred to a safe job or was absent from the workplace on full pay as provided for in sub-clause 6.10.7 – Modification of Duties or Transfer to a Safe Job, the Employee is entitled to return to the position occupied immediately prior to the transfer or their absence from the workplace on full pay.
- d) Right to Return to Work on a Modified Basis
  - i. An Employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position as determined by the Employer at the same classification level in accordance with the part time employment provisions contained within this Agreement.
  - ii. An Employee may return on a modified basis that involves the Employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the Employee worked immediately before starting Maternity Leave.
- e) Right to Revert
  - i. An Employee who has returned on a part time or modified basis in accordance with sub-clause 6.10.14 (d) may subsequently request permission from the Employer to resume working on the same basis as the Employee worked immediately before starting Maternity Leave or full time work at the same classification level.
  - ii. A request made under sub-clause 6.10.14 (e) (i) must be in writing and must be made at least four (4) weeks before the day on which the Employee wishes to resume working on the same basis as the Employee worked immediately before starting Maternity Leave or full time work at the same classification level.
  - iii. An Employer is to agree to a request to revert made under sub-clause 6.10.14 (e) (i) unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.

- iv. An Employer is to give the Employee written notice of the Employer's decision on a request to revert under clause 6.10.14 (e) (i). If the request is refused, the notice is to set out the reasons for the refusal.
  - v. An Employee who believes their request to revert under sub-clause 6.10.14 (e) (i) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.
- f) Employer Requirement to Revert
- i. If, on finishing Maternity Leave, an Employee has returned to work on a modified basis in accordance with clause 6.10.14d), the Employer may subsequently require the Employee to resume working on the same basis as the Employee worked immediately before starting Maternity Leave.
  - ii. A requirement can be made under clause 6.10.14(f) (i) only if:
    - (aa) the requirement is made on grounds relating to the adverse effect that the Employee continuing to work on a modified basis would have on the conduct of the operations or business of the Employer and those grounds would satisfy a reasonable person; or
    - (bb) the Employee no longer has a child who has not reached the compulsory education period as defined in section 6 of the *School Education Act 1999*.

#### 6.10.15 Effect of Maternity Leave on the Contract of Employment

- a)
  - i. Paid Maternity Leave will count as qualifying service for all purposes under this Agreement.
  - ii. Qualifying service for any purpose under this Agreement is to be calculated according to the number of weeks of Paid Maternity Leave that were taken at full pay or would have been had the Employee not taken Paid Maternity Leave at half pay. Employees who take Paid Maternity Leave on half pay do not accrue entitlements beyond those that would have accrued had they taken the leave at full pay.
- b)
  - i. Absence on unpaid Maternity Leave or extended unpaid Maternity Leave shall not break the continuity of service of Employees.



- ii. Where an Employee takes a period of unpaid Maternity Leave or extended unpaid Maternity Leave exceeding 14 calendar days in one continuous period, the entire period of such leave shall not be taken into account in calculating the period of service for any purpose under any relevant Award, Agreement or industrial instrument. Periods of unpaid leave of 14 days or less shall, however, count for service.
- c) An Employee on Maternity Leave may terminate employment at any time during the period of leave by written notice in accordance with sub-clause 2.10.1 of this Agreement.
- d) An Employer shall not terminate the employment of an Employee on the grounds of the Employee's application for Maternity Leave or absence on Maternity Leave, but otherwise the rights of the Employer in respect of termination of employment are not affected.

## **6.11 Adoption Leave**

### 6.11.1 Eligibility

- a)
  - i. A permanent, fixed term contract or eligible casual Employee is entitled to 52 weeks unpaid adoption leave on the placement of a child for adoption as provided for under this clause.
  - ii. The period of leave granted to a fixed term contract Employee shall not extend beyond the term of that contract.
  - iii. An Employee is eligible, without concluding their adoption leave and resuming duty, for subsequent periods of adoption leave, including paid adoption leave, in accordance with the provisions of this clause.
- b) A permanent or fixed term contract Employee must have completed 12 months continuous service in the Public Sector immediately preceding the adoption leave in order to receive the forms of paid leave as provided for by this clause.
- c) An Employee on a period of leave without pay unrelated to maternity leave, adoption leave or other parent leave must resume duties prior to being entitled to paid adoption leave in accordance with the eligibility requirements.
- d) An eligible casual Employee as defined under clause 6.10.2b) - Maternity Leave of this Agreement is entitled to unpaid Adoption Leave as provided by this clause.

### 6.11.2 General entitlement to Adoption Leave

- a) Subject to the requirements of this clause an eligible Employee is entitled to 52 weeks unpaid Adoption Leave.
- b)
  - i. Subject to the requirements of this clause an eligible Employee is entitled to 14 weeks paid Adoption Leave that will form part of the 52 week unpaid entitlement.
  - ii. The 14 week period of paid Adoption Leave is inclusive of any public holidays falling within that time.
  - iii. The period of paid Adoption Leave can be extended by the Employee taking double the leave on a half-pay basis and its effect is in accordance with clause 6.10.15 – Maternity Leave of this Agreement.
- c) An Employee must take Adoption Leave in one continuous period with the exception of Special Temporary Employment or Special Casual Employment pursuant to clause 6.10.13 – Maternity Leave of this Agreement.
- d) Except for leave provided under clause 6.13 - Partner Leave of this Agreement only one parent can proceed on Maternity, Adoption or Other Parent Leave at any one time.
- e) Where less than the 52 weeks Adoption Leave is taken, paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- f) Unpaid Adoption Leave may be taken in more than one continuous period where the Employee undertakes special temporary employment or special casual employment in accordance with the provisions at clause 6.10.13 – Employment During Unpaid Maternity Leave of this Agreement. In these circumstances, the provisions of clause 6.10.13 – Employment During Unpaid Maternity Leave of this Agreement shall apply.
- g)
  - i. Where both employees are employed in the Public Sector an entitlement to paid or unpaid Maternity Leave, Adoption Leave or Other Parent Leave or Parental Leave provided for by another Industrial Agreement can be shared.
  - ii. The entitlement provided to the employees shall not exceed the paid Maternity, Adoption or Other Parent Leave quantum for one Employee or its half pay equivalent.
  - iii. The employees may only proceed on paid and/or unpaid Maternity, Adoption or Other Parent Leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under clause 6.10.5d) – Maternity Leave of this Agreement. This does

not prevent an Employee from taking paid or unpaid Partner Leave as prescribed by clause 6.13 of this Agreement.

### 6.11.3 Payment for Paid Adoption Leave

- a)
  - i. Subject to sub-clause 6.11.3 (c) a full time Employee proceeding on paid Adoption Leave is to be paid according to their ordinary working hours at the time of commencement of Adoption Leave. Shift and weekend penalty payments are not payable during paid Adoption Leave.
  - ii. Subject to sub-clause 6.11.3 (c) Payment for a part time Employee is to be determined according to an average of the hours worked by the Employee over the preceding 12 months; or their ordinary working hours at the time of commencement of Adoption Leave, exclusive of shift and weekend penalties, whichever is greater.
- b) An Employee may elect to receive pay in advance for the period of paid Adoption Leave at the time the Adoption Leave commences or may elect to be paid the entitlement on a fortnightly basis over the period of the paid Adoption Leave.
- c)
  - i. An Employee in receipt of a higher duties allowance for a continuous period of 12 months immediately prior to commencing paid Adoption Leave is to continue to receive the higher duties allowance for the first four (4) weeks of paid Adoption Leave.
  - ii. An Employee who is entitled to be paid a higher duties allowance in accordance with clause 6.11.3(c) (i) and elects to take paid Adoption Leave at half pay will be paid the higher duties allowance at the full rate for the first four (4) weeks only.
- d) Where an Employee is on a period of half pay Adoption Leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused paid Adoption Leave equivalent to the period of leave the Employee would have accessed had they been on full pay Adoption Leave when their termination occurred.
- e) An Employee eligible for a subsequent period of paid Adoption Leave as provided for under sub-clause 6.11.1 (a) (iii) shall be paid the Adoption Leave as follows:
  - i. According to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid Adoption Leave; and

- ii. Not affected by any period of special temporary employment or special casual employment undertaken in accordance with clause 6.10.13 – Employment during Unpaid Maternity Leave of this Agreement.
- f) Where less than the 52 weeks Adoption Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- g) An eligible casual Employee provided for under sub-clause 6.11.1 (d) is not entitled to paid adoption leave.
- h) The ‘day of placement’, in relation to the adoption of a child by an Employee, means the earlier of the following days:
  - i. the day on which the Employee first takes custody of the child for the adoption; or
  - ii. the day on which the Employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- i) An Employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the Employee for adoption
  - i. is, or will be, under 16 years old as at the day of placement, or the expected day of placement, of the child;
  - ii. has not, or will not have, lived continuously with the Employee for a period of six (6) months or more as at the day of placement, or the expected day of placement, of the child; and
  - iii. is not (otherwise than because of the adoption) a child or stepchild of the Employee or the Employee’s partner.
- j)
  - i. An Employee seeking to adopt a child is entitled to two (2) days unpaid leave to attend interviews or examinations required for the adoption procedure.
  - ii. An Employee working or residing outside of the Perth metropolitan area is entitled to an additional day’s unpaid leave.
  - iii. The Employee may take any paid leave entitlement to which the Employee is entitled to in lieu of this leave.
- k)
  - i. If an application for adoption leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid adoption leave is terminated.

- ii. Employees may take any other paid leave entitlement to which they are entitled in lieu of the terminated adoption leave or return to work.

#### 6.11.4 Commencement of Adoption Leave

- a) An eligible Employee can commence adoption leave from the day of placement of the child.
- b) The period of paid adoption leave must conclude within 12 months of the day of placement except under exceptional circumstances as provided under clause 6.10.6f) - Maternity Leave of this Agreement but as it relates to Adoption Leave.

#### 6.11.5 Notice and Variation Requirements

- a) An Employee shall give no less than four (4) weeks written notice to the Employer of:
  - i. the date the Employee proposes to commence paid or unpaid adoption leave; and
  - ii. the period of leave to be taken.
- b) An Employee is not in breach of sub-clause 6.11.5 a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- c) An Employee proceeding on adoption leave may elect to take a shorter period of adoption leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four (4) weeks written notice is provided.

#### 6.11.6 Other Provisions

6.11.7 The following provisions, as provided under clause 6.10 Maternity Leave have application to Adoption Leave:

- a) 6.10.9- Interaction with Other Leave Entitlements;
- b) 6.10.10 – Extended unpaid Maternity Leave;
- c) 6.10.11 – Communication during Maternity Leave;
- d) 6.10.12 – Replacement Employee;
- e) 6.10.13 – Employment during unpaid Maternity Leave;
- f) 6.10.14 – Return to work on conclusion of Maternity Leave; and

- g) 6.10.15 – Effect of Maternity Leave on the contract of employment

## **6.12 Other Parent Leave**

### 6.12.1

- a) For the purposes of this clause:
  - i. The “*Other Parent*” may or may not be the biological parent, and does not necessarily have to be the partner of the birth parent, and has a responsibility for the care of the child.
  - ii. The “*primary care giver*” means the Employee will assume the principal role for the care and attention of a child aged under 12 months or a newly adopted child.
  - iii. Only one person can be the primary care giver of the child at any one time.

### 6.12.2 Eligibility

- a) Unpaid Other Parent Leave

An Employee is entitled to a period of up to 52 weeks unpaid other parent leave in respect of the:

- i. birth of a child to the Employee’s partner; or
- ii. placement of a child under the age of 16 with the Employee for adoption.

- b) Annual and long service leave

An Employee proceeding on Unpaid Other Parent Leave may elect to substitute any part of that leave with accrued annual leave or long service leave to which the Employee is entitled for the whole or part of the period of Unpaid Other Parent Leave.

- c) Paid Other Parent Leave

- i. Where an eligible Employee, other than an Employee entitled to Paid Maternity Leave under clause 6.10.4 or Adoption Leave under clause 6.11.2 in this Agreement, is the other parent and has responsibility for the care of a child under the age of 12 months or newly adopted child the provisions of this clause will apply.
- ii. An Employee must be the primary care giver of the child to access paid other parent leave.

- iii. An Employer may require an Employee to provide confirmation of their primary carer status with evidence that would satisfy a reasonable person.
- d) An eligible casual Employee as defined under clause 6.10.2 Maternity Leave of this Agreement is entitled to unpaid Other Parent Leave as provided by this clause.
- e)
  - i. A permanent, fixed term contract or eligible casual Employee is entitled to 52 weeks unpaid Other Parent Leave in accordance with this clause.
  - ii. An eligible permanent or fixed term contract Employee is entitled to 14 weeks paid Other Parent Leave in accordance with this clause if they are the primary care giver of the child.
  - iii. An Employee employed on a fixed term contract shall have the same entitlement to other parent leave; however, the period of leave granted shall not extend beyond the term of that contract.
  - iv. An Employee is eligible, without concluding their other parent leave and resuming duty, for subsequent periods of other parent leave, including paid other parent leave, in accordance with the provisions of this clause.
- f) A permanent or fixed term contract Employee must have completed 12 months continuous service in the Public Sector immediately preceding the Other Parent Leave in order to receive the forms of paid leave as provided for by this clause.
  - i. An Employee on a period of leave without pay unrelated to Other Parent Leave must resume duties prior to being entitled to paid Other Parent Leave in accordance with the eligibility requirements.

### 6.12.3 General Entitlement to Other Parent Leave

- a) Subject to the requirements of this clause an eligible Employee is entitled to 52 weeks unpaid Other Parent Leave.
- b)
  - i. Subject to the requirements of this clause an eligible Employee is entitled to 14 weeks paid Other Parent Leave that will form part of the 52 week unpaid entitlement.
  - ii. The 14 week period of paid Other Parent Leave is inclusive of any public holidays falling within that time.
  - iii. The period of paid Other Parent Leave can be extended by the Employee taking double the leave on a half-pay basis and in its effect is in

accordance with clause 6.10.15– Effect of Maternity Leave on the Contract of Employment.

- c) An Employee must take Other Parent Leave in one continuous period with the exception of Special Temporary Employment or Special Casual Employment pursuant to clause 6.10.13 – Maternity Leave of this Agreement.
- d) Except for leave provided under clause 6.13 - Partner Leave of this Agreement only one parent can proceed on Maternity, Adoption or Other Parent Leave at any one time.
- e) Where less than the 52 weeks Other Parent Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- f)
  - i. An Employee, whose Partner is not employed, or is employed and does not intend to take unpaid parental related leave for a child under the age of 12 months or placement of a newly adopted child as provided for in clause 6.11 – Adoption Leave of this Agreement, may access unpaid other parent leave where:
    - the Employee will have a responsibility for the care of a child; and
    - the Partner has responsibility for the care of the child for the period between the date of birth or placement of the child and the start date of the Employee’s leave.
  - ii. The leave application must ensure that the leave commences within 12 months of the date of birth or placement of the child.
  - iii. This entitlement forms part of an Employee’s 52 week unpaid other parent leave entitlement and may not be extended beyond 24 months after the date of birth or date of placement of a newly adopted child as provided for in clause 6.11 – Adoption Leave of this Agreement.
- g) Unpaid Other Parent Leave may be taken in more than one continuous period where the Employee undertakes special temporary employment or special casual employment in accordance with the provisions at clause 6.10.13 – Employment During Unpaid Maternity Leave in this Agreement. In these circumstances, the provisions of clause 6.10.13 – Employment During Unpaid Maternity Leave of this Agreement, shall apply.
- h)
  - i. Where both employees are employed in the Public Sector an entitlement to paid or unpaid Maternity Leave, Adoption Leave or Other Parent



Leave or Parental Leave provided for by another Industrial Agreement can be shared.

- ii. The entitlement provided to the employees shall not exceed the paid Maternity, Adoption or Other Parent Leave quantum for one Employee or its half pay equivalent.
  - iii. The employees may only proceed on paid and/or unpaid Maternity, Adoption or Other Parent Leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under sub-clause 6.12.3 j). This does not prevent an Employee from taking paid or unpaid Partner Leave as prescribed by clause 6.13 – Partner Leave of this Agreement.
- i) An eligible casual Employee provided for under sub-clause 6.12.2b) is entitled to unpaid Other Parent Leave only.
  - j) If both parents work in the Public Sector and the mother is able to remain on paid Parental Leave despite her incapacity to be her child's primary care giver, the Employees may choose which parent will access the paid leave.
    - i. If the mother chooses to remain on Paid Maternity Leave, the other parent may access unpaid other parent leave for the period they are their child's primary care giver.
    - ii. If the other parent chooses to be the primary care giver of the child and accesses paid other parent leave the mother may access unpaid Maternity Leave.
    - iii. Where the other parent accesses paid leave in accordance with this sub-clause, the mother is entitled to resume Paid Maternity Leave if/when she becomes her child's primary care giver, subject to the provisions of sub-clause 6.12.3 j)

#### 6.12.4 Payment for Paid Other Parent Leave

- a)
  - i. Subject to sub-clause 6.12.4c) a full time Employee proceeding on paid Other Parent Leave is to be paid according to their ordinary working hours at the time of commencement of Other Parent Leave. Shift and weekend penalty payments are not payable during paid Other Parent Leave.
  - ii. Subject to sub-clause 6.12.4c) payment for a part time Employee is to be determined according to an average of the hours worked by the Employee over the preceding 12 months; or their ordinary working hours

at the time of commencement of Other Parent Leave, exclusive of shift and weekend penalties, whichever is greater.

- b) An Employee may elect to receive pay in advance for the period of paid Other Parent Leave at the time the Other Parent Leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid Other Parent Leave.
- c)
  - i. An Employee in receipt of a higher duties allowance for a continuous period of 12 months immediately prior to commencing paid Other Parent Leave, is to continue to receive the higher duties allowance for the first four (4) weeks of paid Other Parent Leave.
  - ii. An Employee who is entitled to be paid higher duties allowance in accordance with clause 6.12.4c)(i) and elects to take paid Other Parent Leave at half pay will be paid the higher duties allowance at the full rate for the first four (4) weeks only.
- d) An Employee is entitled to remain on paid Other Parent Leave where the mother is incapacitated following the birth of the child; or the child dies or is hospitalised such that the Employee or the Employee's partner is not providing principal care to the child.
- e) Where an Employee is on a period of half pay Other Parent Leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused paid Other Parent Leave equivalent to the period of leave the Employee would have accessed had they been on full pay Other Parent Leave when their termination occurred.
- f) An Employee eligible for a subsequent period of paid Other Parent Leave as provided for under sub-clause 6.12.2e)iv) shall be paid the Other Parent Leave as follows:
  - i. According to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid Other Parent Leave.
  - ii. Not affected by any period of special temporary employment or special casual employment undertaken in accordance with clause 6.10.13 – Employment during Unpaid Maternity Leave.
- g) Where less than the 52 weeks Other Parent Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- h) An eligible casual Employee provided for under sub-clause 6.12.2b) is not entitled to paid Other Parent Leave.

#### 6.12.5 Commencement of Other Parent Leave

- a) An eligible Employee who has a responsibility for the care of the child can commence Other Parent Leave from the child's birth date or placement, or a later date nominated by the Employee.
- b) The period of paid Other Parent Leave must conclude within 12 months of the birth or placement of the child except under exceptional circumstances as clause 6.10.6f)6.10.6e) – Maternity Leave of this Agreement but as it relates to Other Parent Leave.

#### 6.12.6 Notice and Variation Requirements

- a) An Employee shall give no less than four (4) weeks written notice to the Employer of:
  - i. the date the Employee proposes to commence paid or unpaid Other Parent Leave; and
  - ii. the period of leave to be taken.
- b)
  - i. An Employee is not in breach of sub-clause 6.12.6a) by failing to give the required period of notice if such failure is due to the requirement of the Employee to take on the role of primary care giver due to the birth parent or other adoptive parent being incapacitated to take on the principal caring role.
  - ii. In such circumstances the Employee shall give notice as soon as reasonably possible.
- c) The granting of leave under this clause is subject to the Employee providing the Employer with evidence that would satisfy a reasonable person detailing the reasons for and the circumstances under which the leave application is made and the relationship the Employee has with the child.
- d) An Employee proceeding on Other Parent Leave may elect to take a shorter period of Other parent Leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four (4) weeks written notice is provided.

#### 6.12.7 Other Provisions

The following provisions, as provided under clause –6.10 Maternity Leave have application to Other Parent Leave:

- a) 6.10.9- Interaction with Other Leave Entitlements;
- b) 6.10.10 – Extended unpaid Maternity Leave;
- c) 6.10.11– Communication during Maternity Leave;

- d) 6.10.12– Replacement Employee;
- e) 6.10.13 – Employment during unpaid Maternity Leave;
- f) 6.10.14 – Return to work on conclusion of Maternity Leave; and
- g) 6.10.15 – Effect of Maternity Leave on the contract of employment.

### **6.13 Partner Leave**

6.13.1 An Employee who is not taking Maternity Leave, Adoption Leave or Other Parent Leave is entitled to one week's partner leave as prescribed by this clause in respect of the:

- a) birth of a child to the Employee's partner; or
- b) adoption of a child who is not the child or the stepchild of the Employee and/or the Employee's partner; is under the age of 16; and has not lived continuously with the Employee for six (6) months or longer.

6.13.2 Subject to available credits, the entitlement to one week's partner leave may be taken as:

- a) paid personal leave, subject to clause 6.3;
- b) paid annual and/or long service leave;
- c) unpaid partner leave; and/or
- d) paid accrued Leave in Lieu of Public Holidays

6.13.3 Partner leave must be taken immediately following the birth or, in the case of adoption, the placement of the child.

6.13.4

- a) Subject to sub-clause 6.13.4b), the taking of partner leave by an Employee shall have no effect on their or their partner's entitlement, where applicable, to access paid maternity leave as provided by clause 6.10 of this Agreement, paid Adoption Leave as provided by clause 6.11 of this Agreement and paid Other Parent Leave as provided for by clause 6.12 of this Agreement.
- b) Where applicable, unpaid Partner Leave taken by an Employee shall be counted as part of the Employee's Other Parent Leave

6.13.5 Any public holidays that fall during Partner Leave shall be counted as part of the Partner Leave and do not extend the period of Partner Leave.

## Personal Leave

- 6.13.6 An Employee may access their accrued personal leave entitlements for Partner Leave purposes, subject to the requirements of the *Minimum Conditions of Employment Act 1993* being met. That is, a minimum of 80 hours personal leave must be kept available for an Employee to access for the purposes of an Employee's entitlement to paid leave for illness or injury; or Carer's Leave.
- 6.13.7 The right to access personal leave credits for Partner Leave purposes does not affect an Employee's right to take more than five (5) days personal leave for the purposes provided for in clause 6.3 – Personal Leave of this Agreement.

## Right to Request Additional Unpaid Partner Leave

### 6.13.8

- a) The total period of Partner Leave provided by this clause shall not exceed eight (8) weeks.
- b) An Employee is entitled to request an extension to the period of Partner Leave up to a maximum of eight (8) weeks. The additional weeks shall be unpaid and the eight (8) week maximum is inclusive of any period of Partner Leave already taken in accordance with clause 6.13.2.

### 6.13.9

- a) The extended unpaid Partner Leave may be taken in separate periods. Unless the Employer agrees, each period must not be shorter than two (2) weeks.
- b) The period of extended unpaid Partner Leave must be concluded within 12 months of the birth or placement of the child.

### 6.13.10 The Employer is to agree to an Employee's request to extend their unpaid Partner Leave made under clause 6.13.8(b) unless:

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

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

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

6.13.12 An Employee who believes their request to extend unpaid Partner Leave has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.

6.13.13 Where an Employer agrees to an Employee's request to extend their period of unpaid Partner Leave under sub-clause 6.13.8, the Employer must allow an Employee to elect to substitute any part of that period of unpaid Partner Leave with accrued annual leave or long service leave.

6.13.14 An Employee on unpaid Partner Leave is not entitled to paid personal leave.

Notice

6.13.15

- a) The Employee shall give not less than four (4) weeks' notice in writing to the Employer of the date the Employee proposed to commence Partner Leave, stating the period of leave to be taken.
- b) An Employee who has given their Employer notice of their intention to take Partner Leave shall provide the Employer with a medical certificate from a registered medical practitioner naming the Employee, or the Employee's partner, confirming the pregnancy and the estimated date of birth.

Effect of Partner Leave on the Contract of Employment

6.13.16 The provisions of clause 6.10– Maternity Leave of this Agreement concerning the effect of Partner Leave on the contract of employment shall apply to Employees accessing Partner Leave, with such amendment as necessary.

Eligible Casual Employees

6.13.17 An eligible casual Employee, as defined in clause 6.10.2 – Maternity Leave of this Agreement, is only entitled to unpaid partner leave.

## **6.14 Superannuation on Unpaid Parental Leave**

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

- a) unpaid maternity leave, which includes unpaid maternity leave, unpaid special maternity leave and extended unpaid maternity leave under clause 6.10;
- b) unpaid adoption leave under clause 6.11; and

- c) unpaid other parent leave under clause 6.12 of this Agreement.
- 6.14.2 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 12 weeks.
- 6.14.3 Superannuation contributions made under this clause will be calculated:
- a) in respect of the period of unpaid maternity leave, unpaid adoption leave or unpaid other parent leave taken or 12 weeks; whichever is lesser;
  - b) based on the amount that would have been paid to the Employee had they taken paid maternity leave, paid adoption leave or paid other parent leave for that period and in accordance with the following:
    - i. for full time Employees – the ordinary working hours at the time of commencement of parental leave;
    - ii. for part time Employees – an average of the hours worked by the Employee over the preceding 12 months; or their ordinary working hours at the time of commencement of parental leave, whichever is greater; or
    - iii. for eligible casual Employees – an average of the hours worked by the eligible casual Employee over the preceding 12 months;
- exclusive of shift and weekend penalties.
- 6.14.4 Superannuation contributions will be paid:
- a) to the Employee's superannuation fund in respect of which superannuation contributions for that Employee are made; and
  - b) at the time that the period of unpaid parental leave in respect of which the contributions are payable concludes.
- 6.14.5 Superannuation contributions will be made in accordance with the *State Superannuation Act 2000* and the *State Superannuation Regulations 2001*.

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

- 6.15.1 The Employer and an Employee may agree to enter into an arrangement whereby the Employee can purchase up to eight (8) weeks additional leave.
- 6.15.2 The Employer will assess each application for pre-purchased leave on its merits. Approval will be subject to operational requirements and the impact on the work unit and give consideration to the personal circumstances of the Employee seeking the arrangement. Any dispute arising under this clause, including a dispute on the merits of a decision by the Employer to not approve an application, shall be dealt with in accordance with clause 7.5. – Dispute Settlement of this Agreement.

- 6.15.3 Where an Employee is applying for purchased leave of between 5 and 8 weeks the Employer will give priority of access to those Employees with carer responsibilities.
- 6.15.4 Access to this entitlement will be subject to the Employee having satisfied the Employer's leave management policy.
- 6.15.5 Purchased leave arrangements run over a financial year concluding on 30 June. Employees who wish to participate in a purchased leave arrangement must apply to do so annually for the following year as part of the leave rostering process in accordance with sub-clause 6.22.2d)
- 6.15.6 The Employee can agree to take a reduced wage spread over the 52 weeks of the year and receive the following amounts of additional purchased leave:

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

- 6.15.7 The purchased leave will not be able to be accrued. The Employee is to be entitled to pay in lieu of the additional leave not taken. In the event that the Employee is unable to take such purchased leave, their wage will be adjusted on the first pay period in August to take account of the fact that time worked during the year was not included in the wage.
- 6.15.8 Where an Employee who is in receipt of a higher duties allowance provided for in this Agreement proceeds on any period of additional purchased leave, the Employee shall not be entitled to receive payment of the allowance for any period of purchased leave.
- 6.15.9 In the event that a part time Employee's ordinary working hours are varied during the year, the wage paid for such leave taken will be adjusted on the last pay in July to take into account any variations to the Employee's ordinary working hours during the previous year.
- 6.15.10 The minimum period of purchased leave that may be taken at any one time is one (1) working day.
- 6.15.11 An Employee may withdraw from this arrangement prior to completing the 52 week period by four (4) weeks written notice. The Employee will be entitled to pay in lieu of wages forgone to that time but will not be entitled to equivalent absence from duty.



6.15.12 The Employer reserves the right to withdraw from the purchased leave arrangement where the Employee:

- a) is internally transferred or promoted; or
- b) where there are operational requirements warranting such action.

## **6.16 Purchased Leave Deferred Wages**

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

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

6.16.3 On completion of the fourth year, an Employee will be entitled to 12 months leave and will receive an amount equal to 80% of the wage they were otherwise entitled to in the fourth year of deferment.

6.16.4 Where an Employee completes four (4) years of deferred wage service and is not required to attend duty in the following year, the period of non-attendance shall not constitute a break in service and shall count as service on a pro-rata basis for all purposes.

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

6.16.6 The Employer will ensure that superannuation arrangements and taxation effects are fully explained to the Employee by the relevant authority. The Employer will put any necessary arrangements into place.

## **6.17 Emergency Services Leave**

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

6.17.2 The Employer shall be advised as soon as possible by an Employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.

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

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

6.17.5 An Employee who, during the course of an emergency, volunteers their services to an emergency organisation, shall comply with clauses 6.17.2, 6.17.3 and 6.17.4.

## **6.18 Defence Force Reserves Leave**

6.18.1 For the purposes of this clause, "Defence Service" means service, including training, in a part of the Defence Force Reserves or the Cadet Force.

6.18.2 The Employer must grant leave of absence for the purpose of Defence Service to an Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force.

6.18.3 Leave of absence may be paid or unpaid in accordance with the provisions of this clause and the Government Sector Labour Relations' Defence Force Reserves Policy Statement (the Policy Statement) as replaced from time to time.

6.18.4 Application for leave of absence for Defence Service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the officer shall provide a certificate of attendance to the Employer.

6.18.5 Paid leave

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

- a) Part time Employees shall receive the same paid leave entitlement as full-time Employees but payment shall only be made for those hours that would normally have been worked but for the leave.
- b) On written application, an Employee shall be paid wages in advance when proceeding on such leave.
- c) An officer is entitled to paid leave for a period not exceeding 105 hours or any greater period nominated by the Policy Statement from time to time on full pay in any period of 12 months commencing on 1 July in each year.
- d) An Employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of 12 months commencing on July 1. Pay for this leave shall be at the rate of the difference between the normal remuneration of the Employee and the Defence Force payments to which the Employee is entitled if such payments do not exceed normal wages. In calculating the pay differential, 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 officer.

6.18.6 Unpaid Leave

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

- a) the absence exceeds the paid entitlement prescribed in sub-clause 6.18.5 of this Agreement;
- b) the Employee fails to provide the Employer with at least 6 weeks' notice and evidence of the necessity for attendance as required by sub-clause 6.18.4 of this Agreement where it was reasonably possible for the Employee to do so.

#### 6.18.7 Use of other leave

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

### 6.19 Study Leave

#### 6.19.1 Conditions for granting time off:

- a) An Employee may be granted time off with pay for part time study purposes at the discretion of the Employer.
- b) Part time and fixed term Employees are entitled to study leave on the same basis as full time Employees.
- c) Time off with pay may be granted up to a maximum of five (5) hours per week, including travelling time, where subjects of approved courses are conducted during normal working hours. The equivalent applies if studying by correspondence.
- d) Employees who are obliged to attend educational institutions for compulsory block sessions may be granted time off with pay, including travelling time, up to the maximum annual amount allowed to an Employee in paragraph (c) of this sub-clause.
- e) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study or for the mature age entrance examination for tertiary admission conducted by the Tertiary Institution Service Centre.
- f) In every case the approval of time off to attend lectures and tutorials will be subject to:
  - i. the Employer's convenience;
  - ii. the course being undertaken on a part time basis;
  - iii. Employees undertaking an acceptable formal study load in their own time;

- iv. Employees making satisfactory progress with their studies; and
  - v. the course being relevant to the Employee's career in the public sector and being of value to the state.
- g) A service agreement or bond will not be required.

#### 6.19.2 Payment of Fees and other Costs

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

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

- a) in determining the Employer's convenience, Employers should give due emphasis to the Employee's career aspirations.
- b) an acceptable part time study load should be regarded as not less than five (5) hours per week of formal tuition or the equivalent if studying by correspondence with at least half of the total formal study commitment being undertaken in the Employee's own time, except in special cases such as where the Employee is in the final year of study and requires less time to complete the course, or the Employee is undertaking the recommended part time year or stage and this does not entail five (5) hours formal study.

### **6.20 Leave Without Pay**

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

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

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

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

6.20.4 The Employer may grant an Employee leave without pay to undertake full time study, subject to a yearly review of satisfactory performance. Leave without pay for this purpose shall not count as qualifying service for leave purposes.

6.20.5 Subject to the provisions of sub-clause 6.20.2 of this clause, the Employer may grant an Employee who has been awarded a sporting scholarship by the Australian Institute of Sport, leave without pay.

## **6.21 Absence From Duty**

- 6.21.1 Unauthorised absence shall be unpaid time. Unauthorised absences shall be discussed between an Employer and Employee.
- 6.21.2 Except for the circumstances outlined in sub-clause 6.3.4d), an Employee unable to attend work as required must notify the Employer at least three (3) hours before the Employee's required starting time. Where there is no such notification, or where there are no reasonable grounds for not providing the notice the Employee may not be paid for the absence.
- 6.21.3 Return to Duty: An Employee who is absent from duty and whose next rostered working shift commences prior to 1200 shall inform the Employer of the Employee's availability for duty by no later than 1500 hours the previous day. Where the Employee's next rostered shift commences at or after 1200 hours the Employee shall inform the Employer of the Employee's availability for duty by 1000 hours on the same day.

## **6.22 Rostering of Leave**

- 6.22.1 The leave roster process is as follows, unless otherwise agreed between the parties to this Agreement.
- 6.22.2 Every year before 31 March, the Employer shall post a roster showing the planned dates for clearance of leave by Employees over the following financial year, taking into account that:
- a) long service leave is to be taken at a mutually agreed time but the Employer may direct an Employee to take a long service leave entitlement that has been accrued for more than 3 years;
  - b) unless otherwise agreed between the Employer and the Employee, annual leave is to be taken each year by the Employee;
  - c) the Employer may direct that leave in lieu of Public Holidays be taken or cashed out after the anniversary of its accrual; and
  - d) Employees seeking a purchased leave arrangement must request to take that leave in the next financial year in accordance with clause 6.15.5.
  - e) Easter Sunday is to be taken in accordance with clause 6.2 – Easter Sunday.
- 6.22.3 Every year before 15 February, or as otherwise agreed by the Parties, Employees will:
- a) nominate their preferred commencement and end dates for the clearance of the following leave entitlements as at the commencement of the following financial year, calculated up to 30 June:
    - i. long service leave which will have accrued as at 30 June;

- ii. total annual leave entitlements accruing on a weekly basis up to 30 June;
    - iii. any accrued leave in lieu of Public Holidays accruing before 30 June of the previous year;
  - b) nominate their preferred dates for clearance of the day of paid leave for Easter Sunday;
  - c) submit any application for purchased leave, nominating the time at which the Employee proposes to clear that leave if it is approved;
  - d) give notice of up to two (2) requested protected days off in accordance with clause 3.1.8.
- 6.22.4 The Employer may, at its sole discretion and upon application from an Employee, agree to alternative arrangements for the clearances of leave.
- 6.22.5 The leave rostering arrangements shall provide for Employees to share equitably the opportunity for clearance of leave at particular seasons and periods of demand.
- 6.22.6 During the Royal Show period, leave clearance will be minimised to meet increased service requirements and be subject to operational needs.
- 6.22.7 Where an Employee does not nominate dates for the clearance of leave the Employer will designate dates for the clearance on the leave roster for the following financial year.
- 6.22.8 Provision can be made for up to 40 hours' annual leave to remain outstanding at the normal application time, and an Employee may, with the consent of the Employer, take this leave as short-term annual leave in any leave year. Where the Employee requests that the leave is taken in a block at a later date within the leave entitlement year and with six (6) weeks' notice given, the Employer will consider and approve or not approve the request based on operational requirements, will not unreasonably refuse an application and will advise the Employee as soon as practicable.
- 6.22.9 An Employee may apply to defer part of their annual leave entitlement to be taken in the following financial year. The decision to grant or refuse the deferral will be at the Employer's discretion. At the time of application, an Employee seeking deferral must nominate specific provisional dates in the following leave year when the deferred leave can be cleared and the Employer's decision to grant the application will constitute an agreement that the leave will be taken on those dates. The Employee may submit a further leave request for the deferred leave during the next leave roster process confirming or seeking to vary the provisionally agreed dates, which will be treated no less favourably than a new leave request. In the absence of a further leave request, the Employee will be rostered on leave on the provisionally agreed dates.
- 6.22.10 The Employer may, at its sole discretion, approve an application by an Employee to vary their leave dates after the leave roster is posted.

## Leave in Lieu of Public Holidays

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

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

- 6.23.1 The Employer may approve the cashing out of the following forms of leave:
- a) accrued long service leave;
  - b) up to 50% of any annual leave accrued by an Employee during any completed year of service;
  - c) accrued leave in lieu of Public Holidays.
- 6.23.2 Requests to cash out leave shall be in writing and consistent with the provisions of any relevant Employer policies. They shall usually be made in conjunction with the submission of leave requests during the nomination period for the Leave Roster Process under sub-clause 6.22 of this Agreement. Requests to cash out leave made at other times may be approved at the discretion of the Employer, taking into account operational requirements and the reason the request was not made at the usual time.
- 6.23.3 Unless otherwise agreed between the Employer and Employee, the minimum amount of accrued long service leave which may be cashed out at any time is four (4) weeks.
- 6.23.4 Except where the Employer is satisfied there are extenuating circumstances, a minimum of 80 hours accrued leave must be taken in a calendar year for any application to cash out long service leave or annual leave to be approved.

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

- 6.24.1 In recognition that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work the Employer has agreed to the leave which is the subject of this clause. The Employer is committed to providing support to Employees that experience family and domestic violence.

- 6.24.2 An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family and domestic violence.
- 6.24.3 The Employer does not tolerate Employees perpetrating family and domestic violence in or from the workplace. Employees must not use work facilities to perpetrate family and domestic violence. Any such conduct is a breach of employment obligations and any Employees who do so will face disciplinary action.

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

6.24.4

- a) The meaning of family and domestic violence is in accordance with the definition of “family violence” at section 5A in of the *Restraining Orders Act 1997* (WA). (Section 5A).
- b) To avoid doubt, this definition includes, but is not limited to behaviour that:
- i. is physically or sexually abusive;
  - ii. is emotionally or psychologically abusive;
  - iii. is economically abusive;
  - iv. is threatening;
  - v. is coercive;
  - vi. in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
  - vii. causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

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

- 6.24.5 In accordance with the following sub-clauses, an Employee may make application for leave to deal with activities related to family and domestic violence. The Employer will assess each application and give consideration to the personal circumstances of the Employee seeking the leave.
- 6.24.6 Such activities related to family and domestic violence may include attendance at medical appointments, legal proceedings; counselling; appointments with a medical or legal practitioner; relocation or making other safety arrangements; and other matters of a compassionate or pressing nature related to the family and domestic violence which arise without notice and require immediate attention.



- 6.24.7 Subject to sub-clauses 6.24.5 and 6.24.6 an Employee experiencing family and domestic violence will have access to 10 non-cumulative days per year of paid family and domestic violence leave, in addition to their existing leave entitlements.
- 6.24.8 Upon exhaustion of the leave entitlement in sub-clause 6.24.7, Employees will be entitled to up to two (2) days unpaid family and domestic violence leave on each occasion.
- 6.24.9 Family and domestic violence leave does not affect salary increment dates, or the calculation of long service leave entitlements or annual leave entitlements.
- 6.24.10 Subject to the Employer's approval of the application, family and domestic violence leave may be taken as whole or part days off.

#### **Notice and Evidentiary Requirements**

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

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

- 6.24.15 Subject to the leave provisions of this Agreement, an Employee experiencing family and domestic violence may use other leave entitlements.
- 6.24.16 Subject to the Employer's approval of the application, and sufficient leave entitlements being available, leave may be taken as whole or part days off.
- 6.24.17 Forms of other paid accrued leave include:
  - a) personal leave/; and/or
  - b) annual leave; and/or
  - c) long service leave; and/or
  - d) purchased leave.
- 6.24.18 Approval of leave without pay is subject to the provisions of this Agreement.

### **Confidentiality**

- 6.24.19 The Employer will take all reasonable steps to ensure any information disclosed by Employees regarding family and domestic violence is kept strictly confidential. Disclosure will be on a need-to-know basis only and only to maintain safety. Where possible, disclosure will only occur with the express consent of the Employee.
- 6.24.20 Employers will take reasonable steps to ensure any information or documentation provided by an Employee regarding family and domestic violence is kept confidential.
- 6.24.21 Subsequent disclosure within an organisation should be on a need-to-know basis, for example if there is a potential for workplace safety to be impacted and generally with the consent of the Employee.
- 6.24.22 This clause does not override any legal obligations to disclose information.

### **Contact Person**

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

### **Individual Support**

- 6.24.24 Where there is a risk to the personal health or safety of an Employee who is experiencing or has experienced family and domestic violence, the Employer, where appropriate, may:
  - a) facilitate flexible working arrangements, such as changes to hours/days worked, working different days or length of days, changed shift/rostering arrangements, in accordance with the provisions of this Agreement; and/or
  - b) make workplace modifications including changes to the Employee's telephone number and email address and, where appropriate/practicable, the Employee's work location.
- 6.24.25 An Employee who is experiencing or has experienced family and domestic violence may access confidential counselling support via the Employer's EAP.

### **Workplace Safety**

- 6.24.26 Where an Employee raises issues of family and domestic violence the Employer should establish with the Employee the level of risk and seek advice from their human resource/safety specialist to review and implement specific safety and emergency management systems and plans.
- 6.24.27 With the exception of access to the Employer's EAP which is available to all Employees, the provisions of this clause are only applicable to Employees who are victims of family and domestic violence.

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

- 6.25.1 Employees who identify as Aboriginal or Torres Strait Islanders (ATSI) are entitled to paid cultural leave which can be accessed to participate in any of the following:
- a) cultural and ceremonial obligations under ATSI lore, customs or traditional law; and
  - b) community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals.
- 6.25.2 Up to five (5) days of paid cultural leave per calendar year will be available under this clause. The leave need not be taken in one continuous period. Paid cultural leave will not accrue from year to year and will not be paid out on termination.
- 6.25.3 The Employer will assess each application for cultural leave on its merits and give consideration to the personal circumstances of the Employee seeking the leave.
- 6.25.4 The Employer may request reasonable evidence of the legitimate need for the Employee to be allowed time off.
- 6.25.5 If an Employer requires an Employee to attend to business associated with an ATSI organisation, or an organisation that works to facilitate ATSI interests, the attendance is considered to be a part of the Employee's normal duties and the Employee need not access leave under this or any other clause to enable it.
- 6.25.6 Cultural leave granted under this clause is in addition to the leave provided by clause 6.4 Bereavement Leave and clause 6.7 – Cultural/Ceremonial Leave of this Agreement.

## **7 CONDUCT OF THE PARTIES**

### **7.1 Consultation**

- 7.1.1 The parties recognise the need for effective communication to improve the business/operational performance and working environment in agencies.
- 7.1.2 The parties acknowledge that decisions will continue to be made by the Employer, who is responsible and accountable to Government for the effective and efficient operation of the agency.
- 7.1.3 The parties agree that:
- a) where the Employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of the Employees, the Union and Employees affected shall be notified by the Employer as early as possible;
  - b) for the purposes of such discussion the Employer shall provide to the Union and Employees concerned relevant information about the changes, including the nature of the changes on the Employees provided that the Employer shall

not be required to disclose confidential information the disclosure of which, would be inimical to their interests; and

- c) in the context of such discussion the Union and Employees are able to contribute to the decision making process.

## **7.2 Joint Consultative Committee**

7.2.1 The Joint Consultative Committee (JCC) will be a forum for Consultation on issues such as:

- a) development of workload management tools within the agency;
- b) industrial issues;
- c) fixed term and casual employment usage; and
- d) changes to work organisation and/or work practices occurring in the workplace.

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

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

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

## **7.3 Facilities For Union Representatives**

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

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

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

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

- a) Reasonable paid time off from normal duties:

- i. to perform their functions as a Union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in JCC; and
  - ii. to attend Union business.
- b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to the use of:
  - i. lockable filing cabinets;
  - ii. meeting rooms;
  - iii. telephones;
  - iv. fax;
  - v. email;
  - vi. internet;
  - vii. photocopiers; and
  - viii. stationery.

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

- c) A notice board for the display of Union materials including broadcast email facilities.
- d) Paid access to periods of leave for the purpose of attending Union training courses in accordance with clause 7.4 of this Agreement. Country representatives will be provided with appropriate travel time.
- e) Notification of the commencement of new Employees and, as part of their induction, time to discuss the benefits of Union membership with them.
- f) Access to a sheltered area for meetings of members.
- g) Access to work location, names, rosters and hours of work of Employees. This information and access will also be provided to Union officials upon request.
- h) Access to Awards, Agreements, policies and procedures.
- i) Access to information on matters affecting Employees in accordance with the Consultation provisions under this Agreement.
- j) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.

- 7.3.5 The Employer agrees, upon receiving written authorisation from an Employee, to provide to the Union within five (5) working days the Employee's bank account details and subsequent changes from time to time for the purpose of enabling the Employee to establish direct debit facility for the payment of Union dues. Employers must be indemnified against financial accountability related to these transactions.
- 7.3.6 **Group inductions:** Where the Employer conducts a group induction, which may be on or off site, the Union shall be given at least 14 days' notice of the time and place of the induction. The Union will be entitled to at least 30 minutes to address new Employees without Employer representatives being present.
- 7.3.7 **Union general/delegate meetings:** Subject to reasonable notice and prior arrangement with the Employer, Employees will be granted paid time off to attend quarterly general meetings of up to one hour duration on site with the Union. Where the site meeting exceeds one (1) hour, such absence will be without pay for the period of the meeting that exceeds one (1) hour. To conduct these meetings the Union shall be entitled to a private facility at the workplace wherever possible provided the Union gives the Employer reasonable notice.
- 7.3.8 The Employer recognises that it is paramount that Union representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a Union representative.

#### **7.4 Trade Union Training Leave**

- 7.4.1 Subject to the Employer's convenience and the provisions of this clause:
- a) the Employer shall grant paid leave of absence to Employees who are nominated by the Union to attend short courses relevant to the public sector or the role of Union workplace representative, conducted by the Union or its nominated provider.
  - b) the Employer shall grant paid leave of absence to attend similar courses or seminars as from time to time approved by agreement between the PTA and the Union.
- 7.4.2 An Employee shall be 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 10 days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed 10 days.
- 7.4.3 Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.
- 7.4.4 Where a Public Holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.

- 7.4.5 Subject to paragraph 7.4.3, shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
- 7.4.6 Part time Employees shall receive the same entitlement as full time Employees, but payment shall only be made for those hours that would normally have been worked but for the leave.
- 7.4.7 Any application by an Employee shall be submitted to the Employer for approval at least four (4) weeks before the commencement of the course unless the Employer agrees otherwise.
- 7.4.8 All applications for leave shall be accompanied by a statement from the Union indicating that the Employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the authority that is conducting the course.
- 7.4.9 A qualifying period of 12 months service shall be served before an Employee is eligible to attend courses or seminars of more than a half-day duration. The Employer may, where special circumstances exist, approve an application to attend a course or seminar where an Employee has less than 12 months service.
- 7.4.10 The Employer shall not be liable for any expenses associated with an Employee's attendance at trade union training courses.
- 7.4.11 Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

## **7.5 Dispute Settlement**

- 7.5.1 Any questions, disputes or difficulties arising under this Agreement or in the course of the employment of Employees covered by this Agreement shall be dealt with in accordance with this clause.
- 7.5.2 The Employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three (3) working days. An Employee may be accompanied by a Union representative.
- 7.5.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three (3) working days. An Employee may be accompanied by a Union representative.
- 7.5.4 If the dispute is still not resolved, it may be referred by the Employee/s or Union representative to the Employer or their nominee.
- 7.5.5 Where the dispute cannot be resolved within five (5) working days of the Union representatives' referral of the dispute to the Employer or their nominee, either party may refer the matter to the Commission.

- 7.5.6 The period for resolving a dispute may be extended by agreement between the parties.
- 7.5.7 At all stages of the procedure the Employee may be accompanied by a Union representative.
- 7.5.8 Notwithstanding the above the Union may raise matters directly with representatives of the Employer. In each case the Union and the Employer shall endeavour to reach agreement. If no agreement is reached either party may refer the dispute to the Commission for conciliation and/or arbitration.
- 7.5.9 The parties covered by this Agreement will maintain and will not disrupt the provision of services to the public while disputes are being dealt with under this procedure.
- 7.5.10 Nothing in this clause constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008*.

## **8 MISCELLANEOUS PROVISIONS**

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

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

### **8.2 Health and Fitness**

- 8.2.1 To ensure that an Employee is medically fit to carry out duties in a satisfactory and safe manner the Employee will, if required, undergo a medical examination or health assessment as arranged with the Employer's Occupational Physician for purposes of National Health Assessment for the Rail Industry.
- 8.2.2 The Employer will pay the costs of any medical examination or assessment conducted by the Employer's Occupational Physician. However, subject to any policy to the contrary, the Employee is responsible for any costs associated with any treatment of a condition identified by the Employer's Occupational Physician.
- 8.2.3 The Employee will, as required, undergo drug and alcohol testing in accordance with the Employer's policies on the safety of personnel working on or about the railway system.
- 8.2.4 The Employee will not be required to undergo a medical examination for the purposes of the National Health Assessment for the Rail Industry while such

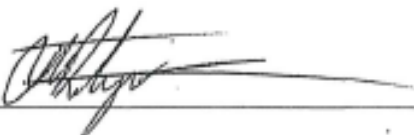


Employee is on workers compensation, except and only when an Employee returns from workers compensation and is medically cleared to recommence paid remuneration or a circumstance where a health assessment is required for the purpose of alternative duties.

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

- 8.3.1 The Employer shall maintain an Occupational Safety and Health (OSH) Representative Register (the Register).
- 8.3.2 The Register is to record the following information for each OSH representative in the Organisation:
- a) name;
  - b) work branch/division/directorate;
  - c) work location;
  - d) job title/occupation;
  - e) date of election as an OSH representative; and
  - f) training details on completion of relevant OSH training courses, including initial and refresher training dates.
- 8.3.3 The Employer shall provide a copy of the Register to the Joint Consultative Committee every six (6) months.
- 8.3.4 The Register is to be submitted to the Department of Mines, Industry Regulation and Safety - Public Sector Labour Relations division on 31 January each year, for the previous year.

9 SIGNATURES OF PARTIES

Signed  date: 23 AUGUST 2022  
Joshua Dekruyer

Branch Secretary, The Australian Rail, Tram and Bus Industry Union of Employees, West Australian Branch

Signed  Date: 24/8/22  
Peter Woronzow  
Chief Executive Officer, The Public Transport Authority of Western Australia

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

<b>Transit Officer Levels</b>	<b>From 7 October 2021</b>	<b>From 7 October 2022</b>
	<b>Weekly Base Rate of Pay</b>	<b>Weekly Base Rate of Pay</b>
<b>STO 3</b>	<b>\$1,493.80</b>	<b>\$1,538.60</b>
<b>STO2</b>	<b>\$1,464.00</b>	<b>\$1,507.90</b>
<b>STO1</b>	<b>\$1,434.10</b>	<b>\$1,477.10</b>
<b>TO5</b>	<b>\$1,404.30</b>	<b>\$1,446.40</b>
<b>TO4</b>	<b>\$1,367.60</b>	<b>\$1,408.60</b>
<b>TO3</b>	<b>\$1,332.70</b>	<b>\$1,372.70</b>
<b>TO2</b>	<b>\$1,299.70</b>	<b>\$1,338.70</b>
<b>TO1</b>	<b>\$1,268.10</b>	<b>\$1,306.10</b>
<b>Trainee</b>	<b>\$1,077.90</b>	<b>\$1,110.20</b>

- a) An Employee who is employed by the Employer on the date of registration of this Agreement will, on registration of the Agreement, receive a payment equivalent to the additional wages that would have been paid had the wages in Schedule 1 been paid on and from 7 October 2021. The increase is only payable after registration of this Agreement in the Commission.

## SCHEDULE 2 - REIMBURSEMENT - KILOMETRES ALLOWANCE

Joondalup		Midland		Fremantle		Armadale		Outer (Southern)		Perth		Inner (Northern) Mandurah		Inner (Northern) Mandurah		Airport Line	
GL	Return Dist	Maylands	Return Dist	Subiaco	Return Dist	Burswood	Return Dist	Kwinana	Return Dist	Perth	Return Dist	Bull Creek	Return Dist	Aubin Grove	Return Dist	Redcliffe	Return Dist
ACS	43.1	ACS	27.2	ACS	39.5	ACS	23.9	ACS	88.1	ACS	31.5	ACS	36.7	KW	21.1	AG	74.5
AG	60	AG	59.4	AG	57.4	AG	50	AG	21.1	AG	51.7	AR	46	MN	91.9	AR	67.8
AR	87.6	AR	67.8	AR	67.4	BC	23.8	AR	45.4	AR	75.8	BS	45.8	RO	48.7	BC	37.1
BC	36.2	BC	33.2	BC	29.6	BS	21.2	BC	45.6	BC	25.6	BTR	109.2	WB	54.3	BS	18.4
BS	28.2	BTR	87.4	BS	28	BTR	94.2	BS	86.2	BS	21.2	BUR	22.8	WE	32.1	BUR	19.1
BUR	23.2	BUR	13.2	BTR	81.4	BY	14.2	BTR	149.4	BTR	86.4	BY	38.8			BY	13.4
BY	21	CA	27.2	BUR	17.6	CK	78.2	BUR	67.6	BUR	11	CA	22.8			CA	22.5
CA	36.2	CK	71.4	BY	21.6	CL	27.4	BY	79.4	BY	13.2	CK	93.2			CK	86.7
CL	18.4	CL	27.6	CA	30	CO	43	CA	65.4	CA	22.6	CL	36.6			CO	64.2
CO	53.8	CO	52.4	CK	65.4	CU	68.6	CK	133.4	CK	70.4	CU	82.2			CU	78.6
FR	47.2	CU	61.4	CO	48.6	FR	38.2	CL	74.8	CL	20	FR	21.6			FR	56.8
FS	52.3	FR	45.8	CU	55.8	FS	33	CO	26.2	CO	45.8	FS	47.9			GL	38.2
GS	54	FS	36	FS	48.6	GL	22.4	CU	122.6	CU	61.2	GL	36.6			GS	39.2
KL	78.4	GL	16	GL	10	JO	61.4	FR	52.2	FR	38.2	GS	36			JO	72.7
KW	77.6	GS	48	GS	48	KW	66.6	FS	81.2	FS	40.7	JO	78.2			KL	46.8
MA	16	JO	53.8	JO	50	MA	12.8	GL	77	GL	14	KL	43.6			KW	89.5
MD	48	KL	56.2	KL	58	MD	28.4	GS	59.6	GS	40.2	MA	34.4			MA	17.4
MN	154	KW	76.6	KW	72.2	MN	138.2	JO	118.6	JO	55	MD	54			MD	26.9
MU	39	MN	152.4	MA	16.2	MU	29.6	KL	51	KL	66.6	OS	23			MN	159.5
OS	27.4	MU	37.8	MD	40.2	PC	11	MA	69.4	KW	69.6	PC	29			MU	47.6
PC	13.6	OS	19.4	MN	148.4	RO	89	MD	93.6	MA	8.2	RS	37.1			OS	18.7
RO	102.8	PC	8.2	MU	34	RS	19.1	MU	39	MD	35.8	ST	42			PC	26.7
RS	38.2	RO	101.6	OS	22.2	ST	29	OS	63.8	MN	148.6	SU	30.6			RO	114.4
SU	10	RS	17.4	PC	9	SU	17.8	PCP	69.4	MU	30.6	TH	24.6			ST	46.9
TH	45.4	ST	23.4	RO	95.2	WA	38.4	RS	89.5	OS	14.6	WA	59			PS	17.9
WB	108.8	SU	16.2	RS	34.6	WB	97.6	ST	83.6	RO	94.6	WH	64.8			SU	34.6
WE	87.2	TH	36.6	ST	15.6	WE	77	SU	71	RS	26.7	PS	28.4			TH	33.9
PS	19.5	WA	30.8	TH	39.6	WH	50.6	TH	55.2	ST	20.4	VP	26.3			WA	48.2
VP	25.2	WB	107.6	WA	28.6	PS	4.2	WA	96.6	SU	9.4					WB	121.2
		WE	86.2	WB	103.4			WH	105.4	TH	31.8					WE	100.6
		WH	43.2	WE	82.2			PS	70.1	WA	31.2					WH	59.5
		PS	10.1	WH	37.8			VP	67	WB	100.8						
		VP	15.5	PS	15.7					WE	79.2						
				VP	21.4					WH	42.8						
										VP	13.4						

GD	34.8			GD	35.2	GD	22.6	GD	87.8	GD	26.8	GD	47			GD	12.7
Butcher St	83.4	Butcher St	85.6	Butcher St	76	Butcher St	76.4	Butcher St	16	Butcher St	78.8	Butcher St	39.4			Butcher St	102.2

ACS	Airport Central Sta
AG	Aubin Grove
AR	Armadale
BC	Bull Creek
BS	Bassendean
BTR	Butler
BUR	Burswood
BUTCHER ST	Kwinana Training
BY	Bayswater
CA	Cannington
CK	Clarkson
CL	Claremont
CO	Cockburn
CU	Currambine
FR	Fremantle
FS	Forrestfield
GD	Guildford Training
GL	Glendalough
GS	Gosnells
JO	Joondalup
KL	Kelmscott
KW	Kwinana
MA	Maylands
MD	Midland
MN	Mandurah
MU	Murdoch
OS	Oats Street
PC	Perth Precinct
RO	Rockingham
RS	Redcliffe
ST	Stirling
PS	Perth Stadium
SU	Subiaco
TH	Thornlie
VP	Victoria Park
WA	Warwick
WB	Warnbro
WE	Wellard
WH	Whitfords
RTN DIST	Return Distance

### **SCHEDULE 3 – SHIFT WORK CONFIGURATIONS AND ALLOWANCES**

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

- a. On an afternoon shift, which commences before 1800 hrs and the ordinary time of which concludes at or after 1830 hours will be paid an allowance per hour as expressed in the table below on all time paid at the Base rate of pay.
- b. On a night shift, which commences at or between 1800 hours and 0359 hours, will be paid an allowance per hour as expressed in the table below on all time paid at the Base rate of pay.
- c. On an early morning shift, which commences at or between 0400 hours and 0530 hours, will be paid an allowance per hour as expressed in the table below on all time paid at the Base rate of pay.
- d. In addition to the hourly shift work allowance, an Employee will be paid an allowance as expressed below for any shift where the ordinary time commences or finishes at or between 0101 hours and 0359 hours.

The weekday shiftwork penalties will be adjusted annually from the first pay period on or after 1 July each year:

Afternoon	\$3.75
Night	\$4.46
Early morning	\$3.75
Commence or finish between 0101 and 0359	\$4.46

## SCHEDULE 4 – AGREED ANNUAL LEAVE LOADING FOR EMPLOYEES AS AT DATE OF REGISTRATION

In accordance with clause 6.5.6e), the annual leave loading agreed between the parties to be payable to full time Employees under this Agreement at the date of registration of the Agreement will be:

From 3 July 2022 until 6 October 2022 (Roster from 24 April 2022, base rates from 7 October 2021 and weekday shiftwork allowances from 3 July 2022)

Transit Officer Levels	Base rate per week from 7 October 2021	Base rate per fortnight from 7 Oct 2021	base rate for 5 weeks	average penalties per fortnight from roster effective 24 April 2022 and weekday shiftwork allowances from 3 July 2022	Annual leave loading expressed as % of base rate to be applied to hours of annual leave taken	Estimated \$ equivalent for average penalties for 5 weeks or 200 hours A/L p.a	20% ALL on base rate for 5 weeks AL	Annual Leave Loading cap for 2022
STO3	\$1,493.80	\$2,987.60	\$7,469.00	\$853.62	28.57%	\$2,134.05	\$1,493.80	\$2,286.13
STO2	\$1,464.00	\$2,928.00	\$7,320.00	\$840.93	28.72%	\$2,102.33	\$1,464.00	\$2,286.13
STO1	\$1,434.10	\$2,868.20	\$7,170.50	\$828.21	28.88%	\$2,070.53	\$1,434.10	\$2,286.13
TO5	\$1,404.30	\$2,808.60	\$7,021.50	\$895.78	31.89%	\$2,239.45	\$1,404.30	\$2,286.13
TO4	\$1,367.60	\$2,735.20	\$6,838.00	\$878.12	32.10%	\$2,195.30	\$1,367.60	\$2,286.13
TO3	\$1,332.70	\$2,665.40	\$6,663.50	\$861.33	32.32%	\$2,153.33	\$1,332.70	\$2,286.13
TO2	\$1,299.70	\$2,599.40	\$6,498.50	\$845.45	32.52%	\$2,113.63	\$1,299.70	\$2,286.13
TO1	\$1,268.10	\$2,536.20	\$6,340.50	\$830.24	32.74%	\$2,075.60	\$1,268.10	\$2,286.13
Trainee	\$1,077.90	\$2,155.80	\$5,389.50		20.00%		\$1,077.90	\$2,286.13

From 7 October 2022 and new Airport Roster (base rates from 7 October 2022 and weekday shiftwork allowances from 3 July 2022)

Transit Officer Levels	Base rate per week from 7 October 2022	Base rate per fortnight from 7 Oct 2022	base rate for 5 weeks	average penalties per fortnight from Airport line roster effective 9 Oct 2022 and weekday shiftwork allowances from 3 July 2022	Annual leave loading expressed as % of base rate to be applied to hours of annual leave taken	Estimated \$ equivalent for average penalties for 5 weeks or 200 hours A/L p.a	20% ALL on base rate for 5 weeks AL	Annual Leave Loading cap for 2022
STO3	\$1,538.60	\$3,077.20	\$7,693.00	\$861.27	27.99%	\$2,153.18	\$1,538.60	\$2,286.13
STO2	\$1,507.90	\$3,015.80	\$7,539.50	\$848.46	28.13%	\$2,121.15	\$1,507.90	\$2,286.13
STO1	\$1,477.10	\$2,954.20	\$7,385.50	\$835.61	28.29%	\$2,089.03	\$1,477.10	\$2,286.13
TO5	\$1,446.40	\$2,892.80	\$7,043.00	\$900.54	31.13%	\$2,251.35	\$1,408.60	\$2,286.13
TO4	\$1,408.60	\$2,817.20	\$6,863.50	\$882.73	31.33%	\$2,206.83	\$1,372.70	\$2,286.13
TO3	\$1,372.70	\$2,745.40	\$6,693.50	\$865.81	31.54%	\$2,164.53	\$1,338.70	\$2,286.13
TO2	\$1,338.70	\$2,677.40	\$6,530.50	\$849.78	31.74%	\$2,124.45	\$1,306.10	\$2,286.13
TO1	\$1,306.10	\$2,612.20	\$5,551.00	\$834.41	31.94%	\$2,086.03	\$1,110.20	\$2,286.13
Trainee	\$1,110.20	\$2,220.40	\$5,551.00		20.00%		\$1,110.20	\$2,286.13