

DENTAL TECHNICIANS INDUSTRIAL AGREEMENT 2011**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

PARTIES THE CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA
INCORPORATED

APPLICANT**-v-**

THE MINISTER FOR HEALTH IN HIS INCORPORATED CAPACITY
UNDER S.7 OF THE HOSPITALS AND HEALTH SERVICES ACT 1927
(WA) AS THE HOSPITALS FORMERLY COMPRISED IN THE
METROPOLITAN HEALTH SERVICE BOARD, THE PEEL HEALTH
SERVICES BOARD AND THE WA COUNTRY HEALTH SERVICE

RESPONDENT

CORAM PUBLIC SERVICE ARBITRATOR
COMMISSIONER J L HARRISON

DATE THURSDAY, 13 OCTOBER 2011

FILE NO PSAAG 19 OF 2011

CITATION NO. 2011 WAIRC 00960

Result Registered

Representation

Applicant Mr S Farrell

Respondent Ms T Sweeney

Order

HAVING heard Mr S Farrell on behalf of the applicant and Ms T Sweeney on behalf of respondent, and by consent, the Commission, pursuant to the powers conferred on it under the *Industrial Relations Act 1979* hereby orders:

THAT the *Dental Technicians Industrial Agreement 2011* in the terms of the agreement filed on 30 September 2011 and amended on 13 October 2011 be registered under s 41 of the *Industrial Relations Act 1979* as an industrial agreement in substitution for the *Dental Technicians Industrial Agreement 2009* (No PSAAG 11 of 2009).

COMMISSIONER J L HARRISON
PUBLIC SERVICE ARBITRATOR

**DENTAL TECHNICIANS
INDUSTRIAL AGREEMENT 2011**

Agreement No. PSAAG 19 of 2011

PART 1: APPLICATION OF THE AGREEMENT

1. TITLE

This Agreement shall be known as the *Dental Technicians Industrial Agreement 2011* which cancels and replaces the *Dental Technicians Industrial Agreement 2009*.

2. ARRANGEMENT

PART 1: APPLICATION OF THE AGREEMENT

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3. DEFINITIONS

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

“Agency” means the Dental Health Services.

- (a) “Agreement” means the *Dental Technicians Industrial Agreement 2011*.
- (b) "Casual employee" means an employee engaged by the hour for a period not exceeding one calendar month in any period of engagement, or any employee employed as a casual on an hourly rate of pay by agreement between the Union and the employer.
- (d) “Child” and “grandchild” shall be read as including children of a multiple birth or adoption.
- (e) “Chrome Technician” means a Dental Technician (as defined) who, after having satisfied all the requirements at each level, would be able to complete basic cast partial framework construction;
 - (i) Level 1 - At this level, a Chrome Technician would be required to successfully complete Pontics and Backings.
 - (ii) Level 2 - At this level, a Chrome Technician would be required to successfully complete Onlays double cast technique for split bar.
 - (iii) Level 3 - At this level, a Chrome Technician would be required to successfully complete Anatomical articulation overlays, full quadrant.
 - (iv) Level 4 - At this level, a Chrome Technician would be competent in completing all the above duties with minimal supervision.

- (f) “Crown and Bridge Technician” means a Dental Technician (as defined) who, after having satisfied all the requirements at each level, would be able to perform all metal constructions, full gold crowns, post and core etc;
 - (i) Level 1 - At this level, a Crown and Bridge Technician would be required to successfully complete basic ceramic work.
 - (ii) Level 2 - At this level, a Crown and Bridge Technician would be required to successfully complete Bridges, Veneers and Onlays.
 - (iii) Level 3 - At this level, a Crown and Bridge Technician would be required to successfully complete Implant retaining systems and precision attachments.
 - (iv) Level 4 - At this level, a Crown and Bridge Technician would be competent in completing all the above duties with minimal supervision.
- (g) "De facto partner" means a relationship (other than a legal marriage) between two persons who live together in a 'marriage-like' relationship and includes same sex partners.
- (h) “Dental Technician” means a person employed within the government health industry who is involved in the construction of dentures, bridges, crowns and other dental appliances and the repair and modification of these appliances and possesses an approved qualification in Dental Technology to Level 5 within the Australian Qualification Framework ie. the Diploma of Dental Technology or equivalent.
- (i) “Dental Technician Advanced Level 1” means a Dental Technician (as defined) who;
 - (i) who has satisfied all the requirements as a Dental Technician Level 4, or who has had equivalent training according to the employer;
 - (ii) who is engaged in all aspects of crown and bridge work, or cast metal dentures, or orthodontics or advanced complete and partial denture construction; and
 - (iii) who has satisfied the employer by a practical trade test that he/she possesses a particular skill in which he/she seeks advancement.
- (j) “Dental Technician Advanced Level 2” means a Dental Technician (as defined); who in addition to meeting the requirements for a Dental Technician Advanced Level One, has satisfied the employer by a theoretical trade test that he/she possesses a particular skill in which he/she seeks advancement.
- (k) “Employee” means an employee to whom this Agreement applies as prescribed in sub-clause 4.1 of this Agreement.
- (l) “Employer” means the employer as defined in sub-clause 4.2
- (m) "Fixed term employee" means an employee who is employed on a full time or part-time basis on a contract of service of specified duration.

- (n) "Headquarters" means the place in which the principal work of an employee is carried out, as defined by the employer.
- (o) "Metropolitan area" means that area within a radius of 50 kilometres from the Perth city railway station.
- (p) "Orthodontic Technician" means a Dental Technician (as defined) who, after having satisfied all the requirements at each level, would be able to perform simple Upper Removable Appliance ("URA") construction;
 - (i) Level 1 - At this level, an Orthodontic Technician will also be required to successfully complete simple fixed appliance construction.
 - (ii) Level 2 - At this level, an Orthodontic Technician would be required to successfully complete complex removable appliance construction.
 - (iii) Level 3 - At this level, an Orthodontic Technician would be required to successfully complete functional appliance construction.
 - (iv) Level 4 - At this level, an Orthodontic Technician would be competent in completing all the above duties with minimal supervision.
- (q) "Partner" means a person who is a spouse or a de facto partner.
- (r) "Part-time employment" means regular and continuing employment of less than 38 hours per week.
- (s) "Prosthetic Technician" means a Dental Technician (as defined) who after having satisfied all the requirements at each level, will be able to perform basic full and partial denture construction;
 - (i) Level 1 - At this level, a Prosthetic Technician would be required to successfully complete Immediates and Templates.
 - (ii) Level 2 - At this level, a Prosthetic Technician would be required to successfully complete Acrylic Overlays for restoration of vertical dimension.
 - (iii) Level 3 - At this level, a Prosthetic Technician would be competent in the use of an anatomical articulator and basic neutral splint construction.
 - (iv) Level 4 - At this level, a Prosthetic Technician would be competent in completing all the above duties with minimal supervision.
- (t) "Skills Acquisition": A Dental Technician may be employed to work in a particular skill area either as a Prosthetic Technician, a Chrome Technician, a Crown and Bridge Technician or an Orthodontic Technician. A Dental Technician in his or her chosen field will continue to develop skills, knowledge and expertise over time but will be required to have attained the following skills at each incremental level to an

acceptable standard. Attainment of these skills will be assessed annually via an appropriate Performance Assessment procedure.

- (u) "Spouse" means a person who is lawfully married to that person.
- (v) "Trade Test" means a test set by Dental Health Services comprising practical and/or theoretical components.
- (w) "Union" means The Civil Service Association of Western Australia Incorporated.
- (x) "WAIRC" means the Western Australian Industrial Relations Commission.

4. APPLICATION AND PARTIES BOUND

4.1 This Agreement applies throughout the State of Western Australia to employees employed by the employer in the classifications prescribed in "Clause 7 – Wages" within Dental Health Services as constituted at the date of registration of this Agreement who are members of, or eligible to be members of, the Union.

4.2 The Employer party to and bound by this Agreement is:

- (a) The Minister for Health in his incorporated capacity under s 7 of the *Hospitals and Health Services Act 1927 (WA)* as:
 - (i) the Hospitals formerly comprised in the Metropolitan Health Service Board,
 - (ii) the Peel Health Services Board,
 - (iii) the WA Country Health Service.
- (b) The Director General of Health is the delegate of the Minister for Health in his incorporated capacity under s.7 of the *Hospitals and Health Services Act 1927 (WA)*. In this capacity the Director General acts as the "employer" for the purposes of this Agreement.

4.3 The Union party to and bound by this Agreement is The Civil Service Association of Western Australia Incorporated.

4.4 The estimated number of employees bound by this Agreement at the time of registration is 30.

5. TERM OF AGREEMENT

5.1 This Agreement shall operate from the beginning of the first pay period on or after the date of registration and will expire on 30 June 2014.

5.2 The parties to this Agreement agree to open negotiations for a replacement Agreement six months prior to the expiry of this Agreement.

6. NO FURTHER CLAIMS

6.1 The parties to this Agreement undertake that for the term of this Agreement there will be

no wage increases sought or granted other than those provided under the terms of this Agreement. This includes wages adjustments arising out of State Wage Cases. Such increases are to be absorbed in the wages set out in this Agreement.

- 6.2 The parties to this Agreement undertake that for the term of this Agreement there will be no further claims on matters contained in this Agreement.

PART 2: WAGES RELATED MATTERS

7. WAGES

- 7.1 The annual wages provided for by this Agreement shall be those contained in “Schedule 2 – Wages” of this Agreement.
- 7.2 Wages shall be paid:
- (a) fortnightly but where the usual day falls on a public holiday payment shall be made on the previous working day;
 - (b) calculated to four decimal points;
 - (c) rounded to the nearest one cent; and
 - (c) by direct funds transfer to the credit of an account nominated by the employee at a bank, building society or credit union approved by the Under Treasurer or an Accountable Officer. This is provided that where such form of payment is impracticable or where some exceptional circumstances exist, and by agreement between the employer and the Union, payment may be made by cheque.
- 7.3 The fortnightly rate shall be calculated by dividing the annual wages by 313 and multiplying the result by 12 for the fortnightly amount.
- 7.4 The hourly rate shall be calculated as one seventy-sixth of the fortnight's wages.
- 7.5 The hourly rate referred to in sub-clause 7.4 shall only be applied to an average of no more than 38 hours per week worked as ordinary hours.
- 7.6 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 3.75% additional salary that would have been paid had the salaries in Schedule 2 been paid on and from 4 July 2011.
- 7.7 An employee who resigns or retires or whose employment is otherwise terminated prior to the registration of this Agreement is not entitled to the payment provided in clause 7.6.
- 7.8 The second salary increase of 4.00% shall operate on and from 2 July 2012.
- 7.9 The third salary increase of 4.25% shall operate on and from 1 July 2013.
- 7.10 The salary increases provided in this Agreement are in full and final settlement of productivity improvements up to the date of commencement of the Agreement.

8. SALARY PACKAGING

- 8.1 For the purposes of this Agreement, salary packaging shall mean an arrangement whereby the wages or salary benefit arising under a contract of employment is reduced, with another or other benefits to the value of the replaced wages being substituted and due to the employee.
- 8.2 An employee may, by agreement with the employer, enter into a salary packaging arrangement.
- 8.3 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.
- 8.4 The employer shall not require an employee to enter into a salary packaging arrangement, provided that this clause will not impinge on any additional employer provided benefits.
- 8.5 A salary packaging arrangement shall be formulated and operate on the basis that, on balance, there shall be no material disadvantage of the employee concerned, and shall be cost neutral in relation to the total employment cost to the employer.
- 8.6 A salary packaging arrangement must comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.
- 8.7 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee, or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.
- 8.8 An employee may elect to cancel any salary packaging arrangement by giving a minimum of four weeks notice.
- 8.9 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.
- 8.10 Notwithstanding subclauses 8.8 and 8.9 of this clause, the employer and the employee may agree to forgo the notice period.
- 8.11 The cancellation of salary packaging will not cancel or otherwise effect the operation of this Agreement.
- 8.12 For the purposes of this provision, any penalty rate, loading or other salary related allowances which would ordinarily be calculated on the basis of the salary rates expressed in Schedule 2. Wages, shall continue to be so calculated despite an election to participate in any salary packaging arrangement.
- 8.13 For the purposes of this provision, employer contributions to the Government Employees Superannuation Board administered West State Superannuation Scheme shall be made on the basis of pre-packaging salary rates. To avoid doubt, employer contributions shall not be

reduced as a result of an employee participating in salary packaging pursuant to this provision.

- 8.14 The Employer may at any time vary the range of benefits provided or the conditions under which benefits are provided however the Employer shall not differentiate between different class of Employees across WA Health in terms or range of benefits or the conditions under which benefits are provided.
- 8.15 If an Employee is found to have committed misconduct in the claiming a salary packaging benefit the Employer is entitled to prospectively cease to provide some or all salary packing benefits either indefinitely or for any period determined by the Employer.

9. RECOVERY OF UNDERPAYMENTS

9.1 Where an employee is underpaid in any manner:

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

9.2 An employer shall compensate an employee for costs resulting directly from an underpayment, where it is proven that the costs resulted directly from the underpayment. This includes compensation for overdraft fees, dishonoured cheque costs, and dishonour fees related to routine deductions from a bank account into which an employee's wages are paid.

9.3 Nothing in this clause shall be taken as precluding the employee's legal right to pursue recovery of underpayments.

10. RECOVERY OF OVERPAYMENTS

10.1 The employer has an obligation under the *Financial Management Act 2006* to account for public monies. This requires the employer to recover overpayments made to an employee.

10.2 Any overpayment will be repaid to the employer within a reasonable period of time.

10.3 Where an overpayment is identified and proven, the employer will provide the employee with the written details of the overpayment and notify the employee of their intent to recover the overpayment.

10.4 Where the employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the employer and employee.

- 10.5 If agreement on a repayment schedule cannot be reached within a reasonable period of time, the employer may deduct the amount of the overpayment over the same period of time that the overpayment occurred provided:
- (a) 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;
 - (b) where necessary, an employer may deduct money over a period of time greater than the period of time over which the overpayment occurred.
- 10.6 If the employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with "Clause 63 - Dispute Settlement Procedure". No deductions relating to the overpayment shall be made from the employee's pay while the matter is being dealt with in accordance with the Dispute Settlement Procedure.
- 10.7 Nothing in this clause shall be taken as precluding the employer's legal right to pursue recovery of overpayments.
- 10.8 Where an 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.

11. ANNUAL INCREMENTS

- 11.1 Employees shall proceed to the maximum of their salary range by annual increments, after 12 months continuous service at each increment point, unless there is an adverse report on the employee's performance or conduct which recommends the non-payment of an annual increment.
- 11.2 The following process shall apply where a report on an employee's performance or conduct recommends the non-payment of an annual increment:
- (a) The employee will be shown the report prior to completing 12 months continuous service since their last incremental advance.
 - (b) The employee will be provided with an opportunity to comment in writing.
 - (c) 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.
 - (d) Where the increment is withheld, the employer before the expiry of the specified period will complete a further report and the above provisions will apply.
- 11.3 The non-payment of an increment will not change the normal anniversary date of any further increment payments.
- 11.4 For the purposes of this clause "continuous service", except where an increment is payable according to age, shall not include:

- (a) any period exceeding 14 calendar days during which an employee is absent on leave without pay. In the case of leave without pay which exceeds 14 calendar days the entire period of such leave without pay is excised in full;
- (b) any period which exceeds six months in one continuous period during which an employee is absent on workers' compensation. Provided that only that portion of such continuous absence which exceeds six months shall not count as "continuous service";
- (c) any period which exceeds three months in one continuous period during which an employee is absent on sick leave without pay. Provided that only that portion of such continuous absence which exceeds three months shall not count as "continuous service".

PART 3: CONTRACT OF EMPLOYMENT

12. CERTIFICATE OF SERVICE

- 12.1 On request, the employer shall issue a Certificate of Service containing full information as to the period of service, and nature of duties performed by the employee on redundancy, retirement, resignation or where contracts of service expire through the effluxion of time.

13. CONTRACT OF SERVICE

Probation

- 13.1 Every employee appointed to the employ of the employer shall be on probation for a period not exceeding six months, unless otherwise determined by the employer. However, employees appointed from the Public Sector who have at least six months' continuous satisfactory service immediately prior to their permanent appointment will not be required to serve a probationary period.
- 13.2 At any time during the period of probation the employer may annul the appointment and terminate the services of the employee by the giving of two week's notice by either party or payment in lieu thereof, by either party.
- 13.3 As soon as possible following the expiry of the period of probation the employer shall:
- (a) confirm the appointment; or
 - (b) extend the period of probation for up to three months;
 - (c) allow the probationary employment to lapse.
- 13.4 Where the employer extends the period of probationary employment the contract of employment may be terminated as set out in sub-clause 13.2.
- 13.5 The employer may summarily dismiss an employee deemed guilty of gross misconduct or neglect of duty and the employee shall not be entitled to any notice or payment in lieu of notice.

Termination

- 13.6 No employee shall leave the employ of an employer until the expiration of one month's written notice of the employee's intention to do so, without the approval of the employer. An employee who fails to give the required notice shall forfeit a sum of \$500.00. Such monies may be withheld from monies due on termination.
- 13.7
- (a) One month's notice shall be given by the employer to an employee whose services are no longer required.
 - (b) In the case of an employee who is over 45 years old and who has completed at least 2 years of continuous service, the notice shall be five weeks.
 - (c) Provided that the employer may pay the employee wages in lieu of the notice in (a) and (b) of this sub-clause.
- 13.8 Notwithstanding any of the other provisions contained in this clause a lesser period of notice may be negotiated between the employer and the employee.
- 13.9 The employer may summarily dismiss an employee deemed guilty of gross misconduct or neglect of duty and the employee will not be entitled to any notice or payment in lieu of notice.

Retirement

13.10 An employee, having attained the age of 55 years shall be entitled to retire from the employ of the employer.

13.11 Part time Employees

- (a) A part-time employee shall be entitled to the same wages, leave and other conditions prescribed in this Agreement for full-time employees, with payment for paid leave being in the proportion to which the employee's weekly hours bear to the weekly hours of an employee engaged full time in that class of work.
- (b) The provisions of sub-clauses 13.6 to 13.10 of this clause shall also apply in respect to part time employees.

13.12 Fixed Term Employees

- (a) Notwithstanding the other provisions contained in this clause an employer may employ employees for a fixed term.
- (b) Employees appointed for a fixed term shall be advised in writing of the terms of the appointment and such advice shall specify the dates of commencement and termination of employment.
- (c) The provisions of sub-clauses 13.6 to 13.9 shall also apply in respect to fixed term employees.

14. PART TIME EMPLOYMENT

14.1 Each permanent part-time arrangement shall be confirmed by the employer in writing and should include the following specifications:

- (a) the agreed period of the arrangement; and
- (b) the hours to be worked daily and weekly by the employee, including starting and finishing times, which shall hereinafter be referred to as "ordinary working hours".

14.2 The employer shall give an employee one (1) month's notice of any proposed variation to that employee's ordinary working hours, provided that the employer shall not vary the employee's total weekly hours of duty without the employee's prior written consent, a copy of which shall be forwarded to the Union.

14.3 An employee may request the employer to permit the employee to work on a modified basis in their current position; or in a position equivalent in pay, conditions and status to their current position and commensurate with the employee's skills and abilities.

14.4 An employee may seek to work on a modified basis that involves the employee working on different days or at different times or both; or on fewer days or for fewer hours or both, than the employee currently works.

- 14.5 An employer:
- (a) must give reasonable consideration to an employee's request to work on a modified basis, particularly where the request relates to an employee's caring responsibilities or phasing into retirement;
 - (b) may only refuse an employee's request to work on a modified basis if there are grounds to refuse relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the employer and those grounds would satisfy a reasonable person; and
 - (c) has the onus for demonstrating that there are grounds to refuse the employee's request that would satisfy a reasonable person.
- 14.6 An employer is to give the employee written notice of the employer's decision on a request to work on a modified basis. If the request is refused, the notice must set out the reasons for the refusal.
- 14.7 Where agreement is reached to vary a part time employee's ordinary working hours and the employee works additional hours, up to 7.6 hours on any day, or additional days, up to a total of five days per week, without receiving overtime payments; the additional hours and/or days worked shall be considered part of the employee's ordinary working hours. These hours are therefore included in calculations for leave entitlements.
- 14.8 The provisions of "Clause 21. – Overtime" of this Agreement shall apply to all time worked outside the ordinary working hours prescribed by paragraph 14.1(b) of this clause unless an arrangement pursuant to sub-clause 14.7 of this clause is in place.
- 14.9 Nothing in this clause prevents the employer and the employee agreeing to other such arrangements as is approved by the employer, in accordance with sub-clause 19.1 of this Agreement.
- 14.10 An employee who is employed on a part time basis shall be paid in proportion to the appropriate full time wages dependent upon time worked. The wages shall be calculated in accordance with the following formula:
- $$\frac{\text{Hours Worked per Fortnight}}{76} \quad \times \quad \frac{\text{Full-time Fortnightly Wages}}{1}$$
- 14.11 An employee shall be entitled to annual increments as prescribed in "Clause 11. - Annual Increments" of this Agreement.
- 14.12 Employees are entitled to the holidays prescribed in "Clause 33. - Public Holidays" of this Agreement without variation of the employee's fortnightly wages provided the holidays occur on a day which is normally worked.
- 14.13 An employee shall be granted leave in accordance with "Clause 23. - Annual Leave" of this Agreement. Payment to an employee proceeding on annual leave shall be calculated having regard for any variations to the employee's ordinary working hours during the accrual period. Payment in such instances shall be calculated as follows:

- (a) Where accrued annual leave only is being taken, the ordinary hours worked by the employee over the accrual period shall be averaged to achieve the average hours worked per fortnight. This average is then applied to the following formula to achieve an average fortnightly rate of pay:

$$\frac{\text{Average Fortnightly Hours Worked}}{76} \times \frac{\text{Fortnightly Wages}}{1}$$

- (b) Subject to paragraph 14.13(d) of this sub-clause, annual leave taken entirely in advance shall be paid according to the wages the employee would have received had the employee not proceeded on leave.
- (c) Subject to paragraph 14.13(d) of this sub-clause, annual leave which combines both accrued and leave taken in advance, shall be calculated as follows:
- (i) the accrued portion of leave shall be paid at the rate achieved by averaging the hours worked during the accrual period; and
 - (ii) the portion of leave which is being taken in advance shall be paid according to the wages the employee would have received had the employee not proceeded on leave.
- (d) Payment for annual leave taken in advance pursuant to paragraphs 14.13(b) and 14.13(c) of this clause, shall be subject to financial reconciliation either at the end of the calendar year or when the employee ceases employment to take account of any variations in the hours worked by the employee subsequent to the employee proceeding on annual leave. This may require further payment by the employer to the employee, or repayment by the employee to the employer. In all instances the reconciliation should be based on the appropriate fortnightly wages at the time the leave was taken. An employee taking annual leave in advance shall be advised of the requirements of this section prior to the employee proceeding on such leave.

14.14 For the purpose of sub-clause 23.7, travelling time for part time employees shall be calculated on a pro-rata basis according to the number of hours normally worked per week.

14.15 Credits provided in "Clause 24. - Personal Leave" of this Agreement shall accrue to the employee provided that where an employee is employed for less than 76 hours per fortnight, the credits shall be pro rated according to the number of hours worked each fortnight. Payment made for personal leave granted in respect of part-time service shall be calculated in accordance with the formula set out in paragraph 14.13(a) of this clause.

14.16 An employee shall proceed on long service leave for 13 weeks after ten (10) years continuous service. Payment made for long service leave granted to an employee in respect of such part-time service shall be adjusted according to the hours worked by the employee during that part-time service, subject to the following:

- (a) If an employee consistently worked on a part-time basis for a regular number of hours during the whole of the employee's qualifying service, the employee shall continue to be paid the wages determined on that basis during the long service leave.

- (b) If an employee has worked a varying number of weekly hours during the period of qualifying service, the payment for long service leave granted in respect of part-time service should be calculated on a wages which bears to the full-time wages of the position occupied by the employee when taking leave the same proportion that the hours worked when employed part-time bears to the normal weekly hours of a full-time employee.

14.17 Subject to “Clause 56. - Trade Union Training Leave” and “Clause 41. - Defence Force Reserves Leave” of this Agreement, 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.

14.18 Subject to “Clause 42. - Study Assistance” of this Agreement, part-time employees are entitled to study leave on the same basis as full-time employees.

14.19 The provisions of this clause do not prevent an employee from accessing provisions contained in the “Clause 28 - Maternity Leave”, "Clause 29 - Adoption Leave" and "Clause 30 - Other Parent Leave" of this Agreement concerning return to work on a modified basis.

14.20 **Right of reversion of employees**

- (a) Where a full time employee is permitted to work part time for a period of no greater than twelve months, the employee has a right, upon four week’s written notice, to revert to full time hours in the position previously occupied before becoming part time or a position of equal classification as soon as deemed practicable by the employer, but no later than the expiry of the agreed period.
- (b) Where a full time employee is permitted to work part time for period greater than twelve months, the employee may apply to revert to full time hours in the position previously occupied before becoming part time or a position of equal classification, but only as soon as is deemed practicable by the employer. This should not prevent the transfer of the employee to another full time position with wages commensurable to their previous full time position.

15. CASUAL EMPLOYMENT

- 15.1 A casual employee shall be paid for each hour worked at the appropriate classification contained in “Clause 7. – Wages” of this Agreement in accordance with the following formula:

$$\frac{\text{Fortnightly Wages}}{76}$$

With the addition of twenty percent in lieu of annual leave, personal leave, long service leave and payment for public holidays.

- 15.2 Conditions of employment, leave and allowances provided under the provisions of this Agreement shall not apply to a casual employee with the exception of bereavement leave. However, where expenses are directly and necessarily incurred by a casual employee in the ordinary performance of their duties, he/she shall be entitled to reimbursement in accordance with the provisions of this Agreement.
- 15.3 Nothing in this clause shall confer "permanent" or "fixed term contract" employment status.
- 15.4 The employment of a casual employee may be terminated at any time by the casual employee or the employer giving to the other, one hour's prior notice. In the event of an employer or casual employee failing to give the required notice, one hour's wages shall be paid or forfeited.
- 15.5 The provisions of “Clause 21. – Overtime” of this Agreement do not apply to casual employees who are paid by the hour for each hour worked. Additional hours are paid at the normal casual rate.
- 15.6 A casual employee shall be informed that their employment is casual and that they have no entitlement to paid leave, with the exception of bereavement leave before they are engaged.
- 15.7 Subject to the evidentiary and notice requirements in “Clause 24 – Personal Leave”, a casual employee shall be entitled to not be available to attend work or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 15.8 The employer and the casual employee shall agree on the period for which the casual employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 15.9 An employer must not fail to re-engage a casual employee because the casual employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

16. FIXED TERM CONTRACT EMPLOYMENT

- 16.1 The employer may employ employees on a fixed term contract in accordance with “Clause 13 – Contract of Service” of the Agreement.
- 16.2 In exercising their employing authority, employers may only employ a person as a fixed term contract employee in the following circumstances:
- (a) Covering one-off periods of relief;
 - (b) Work on a project with a finite life;
 - (c) Work that is seasonal in nature;
 - (d) Where an employee with specific skills which are not readily available is required for a finite period; or
 - (e) In any other situation as is agreed between the parties to this agreement.
- 16.3 Employees appointed for a fixed term shall be advised in writing of the terms of the appointment and such advice shall specify the dates of commencement and termination of employment.

17. APPRENTICES

- 17.1 Apprentices may be taken in the ratio of one apprentice for every two or fraction of two (the fraction being not less than one) Dental Technicians and shall not be taken in excess of that ratio unless –
- (a) The Union agrees; or
 - (b) The WAIRC so determines.
- 17.2 Where an apprentice has a rostered day off duty as prescribed in “Clause 19. – Hours” and that day falls within a period of block release an alternative rostered day off shall be arranged at a mutually convenient time.
- 17.3 If, through no fault of their own, an apprentice fails to attend a period of training in any week, fortnight or year as prescribed that period shall be made up during the final year of the apprenticeship if the Employer and the training authority so arrange.
- 17.4 An apprentice shall be released to attend vocational classes or classes of instruction in accordance with the *Vocational Education and Training Act 1996* or the Apprenticeship Agreement as the case requires. Apprentices shall be paid the ordinary wages they would otherwise have been paid during the period they are released from work.
- 17.5 The provisions of this Agreement shall be read in conjunction with the *Vocational Education and Training Act 1996*.

18. WORKING WITH CHILDREN CHECKS

- 18.1 Where an employee is obliged to obtain a working with children check in accordance with the *Working With Children (Criminal Record Checking) Act 2004*, payment for the check shall be as follows.
- (a) An employer must pay the cost for an employee obliged to obtain a working with children check after their employment has already commenced.
 - (b) A new employee must pay for their initial working with children check. An employer has the discretion to reimburse a new employee who commenced employment after 1 January 2006 and has paid for their initial working with children check.
 - (c) An employer must pay the cost for an employee's working with children check renewals.
- 18.2 The provisions of this clause apply to all employees, including fixed term contract and casual employees.

PART 4: HOURS OF WORK

19. HOURS

Prescribed Hours

- 19.1 The prescribed hours of duty shall be 152 hours per four week settlement period, to be worked between 7.00am and 6.00pm, Monday to Friday, as determined by the employer, with a lunch interval of not less than 30 minutes.
- 19.2 Subject to the lunch interval, prescribed hours are to be worked as one continuous period. However, employees shall not be required to work more than five hours continuously without a break.
- 19.3 This does not preclude employers requiring or agreeing to the working of standard hours of 7.6 hours per day with a lunch interval to be taken between 12.00 noon and 2.00pm. Where working of standard hours is required by the employer, the requirement must be consistent with operational needs and customer service requirements.
- 19.4 (a) The employer may vary the prescribed hours of duty observed in the agency or any branch or section thereof, consistent with a 152 hour four week settlement period, so as to make provisions for:
- (i) the attendance of employees for duty on a Saturday, Sunday or public holiday;
 - (ii) the performance of shift work including work on Saturdays, Sundays or public holidays; and
 - (iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office;

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break.

- (b) Employers wishing to vary the prescribed hours of duty to be observed shall be required to give one month's notice in writing to the department, branch, section or employees to be affected by the change.

Ordinary Hours

- (c) Employees working during their prescribed hours of duty on a Saturday, Sunday or public holiday will attract the following payment for all ordinary hours worked:
 - (i) Saturdays - time and a half.
 - (ii) Sundays - time and three quarters.
 - (iii) Public holidays - double time and a half.

Provided that subject to agreement between the employer and the employee, work performed during ordinary rostered hours on a public holiday shall be paid for at the rate of time and one-half and the employee may, in addition, be allowed a day's leave with pay to be added to annual leave or to be taken at some other time within a period of one year.

Overtime

- (d) An employee required to work overtime on any day shall be paid the appropriate rates as set out in "Clause 21 – Overtime" of the Agreement for all time so worked.

Flexible Working Arrangements

- 19.5 Flexible working arrangements provide for employees to be compensated for additional hours required to be worked to meet operational and customer service requirements. It is not intended that flexible working arrangements be used to accrue periods of leave. Subject to the prior approval of the employer, an employee may, however, take flexi leave in conjunction with periods of paid leave.

19.6 Application

- (a) Within the parameters of sub-clause 19.1, flexible working arrangements shall apply unless the employer otherwise specifies.
- (b) The employer may limit access to and the operation of flexible working arrangements to ensure operational needs and customer service requirements of the agency are met. The employer shall not unreasonably limit access to flexible working arrangements, including the banking of credit hours.
- (c) Employers wishing to vary the flexible working arrangement to be observed shall be required to give one month's notice in writing to the agency, branch, section or employees to be affected by the change.
- (d) Flexible working arrangements are available to part time, full time and fixed term contract employees. Flexible working arrangements are available to part time employees on a pro rata basis.
- (e) The employer may approve alternative flexible working arrangements, provided that an average of no more than 38 hours per week is worked as ordinary hours.

19.7 Hours of Duty

- (a) The prescribed hours of duty may be worked with flexible commencement and finishing times in accordance with the provisions of this clause.
- (b) For the purpose of leave, public holidays and days in lieu of the repealed Public Service Holidays, a day shall be credited as 7.6 hours.

19.8 Flexitime Roster

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

19.9 Settlement Period

- (a) For recording time worked, there shall be a settlement period of four weeks.
- (b) The settlement period shall commence at the beginning of a pay period.

19.10 Credit and Banked Hours

- (a) Credit hours in excess of the prescribed hours of 152 hours per settlement period to a maximum of 15.2 hours can be carried forward to the next settlement period.
- (b) During a settlement period, the maximum number of credit hours cannot exceed 38 hours.
- (c) An additional maximum of 38 hours can be banked in any calendar year. Banked hours can be carried over into a new calendar year but cannot exceed 38 hours at any time. At the end of each settlement period hours worked in excess of the maximum 53.2 hours credit and banked hours, will be lost.
- (d) On termination, resignation or transfer to another agency, unused credit or banked hours will not be paid out and will be lost. However, the employer will provide the opportunity for credit and banked hours to be cleared.

19.11 Debit Hours

- (a) Debit hours below the prescribed hours of 152 hours per settlement period to a maximum of four hours are permitted at the end of each settlement period. Such debit hours shall be carried forward to the next settlement period.
- (b) For debit hours in excess of four hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in paragraph 19.11(a).
- (c) Employees having excessive debit hours may be placed on standard working hours in addition to being required to take leave without pay.

19.12 Maximum Daily Working Hours

A maximum of ten ordinary hours may be worked in any one day, between the hours of 7.00am and 6.00pm, except where an employee and employer have agreed to a different span of hours under sub-clause 19.16, in which case a maximum of ten ordinary hours may be worked in any one day between the agreed span of hours.

19.13 Flexi Leave

- (a) Flexi leave, including both credit and banked hours, must be taken consistent with the prepared roster, where it exists, and/or subject to the prior approval of the employer.
- (b) In any settlement period an employee may be allowed a maximum of two days leave taken from credit hours.
- (c) In exceptional circumstances and with the approval of the employer, flexi leave may be taken before accrual of sufficient credit hours subject to such conditions as the employer

may impose. Banked hours may not be taken in advance of accrual.

- (d) In any settlement period a maximum of three days flexi leave may be taken from a combination of credit and banked hours. Subject to operational need and customer service requirements, the employer may approve alternative arrangements to enable employees to clear banked and/or credit hours up to the maximum of 53.2 hours.
- (e) Flexi leave may be taken in any combination of half days and full days.

19.14 Study Assistance

Where study leave has been approved by the employer pursuant to the provisions of “Clause 42 - Study Assistance”, credits will be given for education commitments falling within the prescribed hours of duty and for which “time off” is necessary to allow for attendance at formal classes.

19.15 Overtime

- (a) Where employees are directed by the employer to work more than 7.6 hours in any one day, overtime applies. The parties acknowledge that the flexible working arrangement provides for the working of hours in excess of 7.6 hours per day as normal hours if the employer and employee agree.
- (b) For the purpose of “Clause 21 – Overtime”, employees receiving at least one day's prior notice to work overtime, the prescribed hours of duty on the day that overtime is performed shall be 7.6 hours.
- (c) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and
 - (i) where the employee has at the commencement of that day two hours or more flexi leave credits, the employee shall be paid overtime after five hours work on that day, or for time worked after 3.30pm, whichever is the later, or
 - (ii) where that employee has commenced duty prior to 8.30am and has, at the commencement of that day, less than two hours flexi leave credits, the employee shall be paid overtime, for time worked after the completion of 7.6 hours on that day, or
 - (iii) where that employee has commenced work after 8.30am and has, at the commencement of that day, less than two hours flexi leave credits, the employee shall be paid overtime for time worked after 5.30pm or after working 7.6 hours on that day, whichever is the earlier.
- (d) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for prescribed hours of duty determined by the employer under sub-clause 19.1, or prior to the commencement time agreed between the employee and the employer under sub-clause 19.16.

Employee Initiated Span of Working Hours

- 19.16 Notwithstanding sub-clause 19.1, where the employee requests and the employer approves, an employee may work their ordinary hours outside the span of 7.00am to 6.00pm. The working of ordinary hours outside the span of 7.00am to 6.00pm may only be implemented at an employee's request.
- 19.17 Agreements under sub-clause 19.16 are to be in writing and must specify the duration of the agreement, and the times during which ordinary hours may be worked.
- 19.18 On receipt of a written request from the union, an employer will provide the union with details of agreements made under sub-clause 19.16 including the work location, the duration of the agreement/s, and the times during which ordinary hours may be worked.
- 19.19 Where written agreement is reached between an employer and an employee for the employee to work their ordinary hours outside the span of 7.00am to 6.00pm, no overtime or shift work penalties shall be applied to those hours.
- 19.20 An employer shall not require an employee to work outside the span of 7.00am to 6.00pm without the payment of overtime as per "Clause 21 – Overtime", or the payment of shift penalties as per "Clause 22 – Shift Work", whichever may apply.

Nine Day Fortnight

- 19.21 Notwithstanding sub-clause 19.1, where the employee requests and the employer approves, an employee may work a nine day fortnight.

Hours of Duty

- (i) Prescribed hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.
- (ii) The employer shall determine employees' commencing and finishing times between the spread of 7.00am and 6.00pm, in order to ensure that agency requirements are met on each day.

Lunch Break

- (i) Employees shall be allowed forty-five minutes for a meal break between 12.00 noon and 2.00pm to meet agency requirements.
- (ii) Such meal breaks shall be arranged so that adequate staff is on duty between 12.00 noon and 2.00pm to meet agency requirements.

Special Rostered Day Off

- (i) Each employee who works a nine day fortnight is entitled to one special rostered day off per fortnight. This special rostered day off shall be taken by the employee in accordance with a roster prepared by the employer showing days and hours of duty and special rostered days off for each employee.
- (ii) Where an employee regularly takes their special rostered day off on a particular day of the week, the employer shall give the employee one

month's written notice of any variation to the day of the week on which an employee is to take that special rostered day off.

- (iii) Before making the decision to vary the day on which an employee regularly takes their special rostered day off, the employer shall give reasonable consideration to an employee's family circumstances and caring responsibilities.

(d) Leave

For the purposes of paid leave, a day shall be credited as 8 hours 27 minutes notwithstanding the following:

- (i) When a public holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.
- (ii) For a public holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or a special rostered day off.
- (iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.
- (iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of "Clause 21 – Overtime" shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with sub-paragraph 19.21(a)(ii), and on an employee's special rostered day off.

(f) Study Leave

Credits for study leave will be given for educational commitments falling due between an employee's nominated starting and finishing times.

20. OUT OF HOURS CONTACT

20.1 The following terms shall have the following meanings.

"Out of hours contact" shall include the following:

- (a) (i) 'Standby' shall mean a written instruction or other authorised direction by the employer or a duly authorised officer to an employee to remain at the employee's place of employment during any period outside the employee's normal hours of duty, and to perform certain designated tasks periodically or on an impromptu basis. Such employee shall be provided with appropriate facilities for sleeping if attendance is overnight, and other personal needs, where practicable.
- (ii) Other than in extraordinary circumstances, employees shall not be required to perform more than two periods of standby in any rostered week.
- (iii) This provision shall not replace normal overtime or shift work requirements.
- (b) 'On call' shall mean a written instruction or other authorised direction by the employer or a duly authorised officer to an employee rostered to remain at the employee's residence or to otherwise be immediately contactable by telephone or other means outside the employee's normal hours of duty in case of a call out requiring an immediate return to duty. The nature of the duties to be performed requires an employee to be in a state of readiness for immediate return to duty.
- (c) (i) 'Availability' shall mean a written instruction or other authorised direction by the employer or a duly authorised officer to an employee to remain contactable, but not necessarily immediately contactable by telephone or other means, outside the employee's normal hours of duty and be available and in a fit state at all such times for recall to duty.
- (ii) 'Availability' will not include situations in which employees carry telephones or other means or make their telephone numbers or other contact details available only in the event that they may be needed for casual contact or recall to work. Subject to "Clause 21 – Overtime", recall to work under such circumstances would constitute emergency duty in accordance with "Clause 21.13 – Emergency Duty".
- (d) 'Return to duty' shall also include, but is not limited to, situations where an employee, if recalled to duty, can perform such duty outside the usual headquarters where the employee performs ordinary rostered hours.

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

- 20.3 Except as otherwise agreed between the employer and the union, an employee who is required by the employer or a duly authorised officer to be on out of hours contact during periods off duty shall be paid an allowance in accordance with the following formulae for each hour or part thereof the employee is on out of hours contact.

	4 July 2011	2 July 2012	1 July 2013
Standby	\$11.12	\$11.56	\$12.06
On Call	\$5.56	\$5.78	\$6.03
Availability	\$2.78	\$2.89	\$3.01

- 20.4 Provided that payment in accordance with this clause shall not be made with respect to any period for which payment is made in accordance with the provisions of “sub-clause 21.4 – Overtime” when the employee is recalled to work.
- 20.5 When an employee is required to be on call or available the employer shall provide the employee with the means of contact free of charge for the purposes of work related activity.
- 20.6 Where the means of contact is to be by land line or satellite telephone fixed at the employee’s residence the employer shall:
- (a) Where the telephone is not already installed, pay the cost of such installation.
 - (b) Where an employee pays or contributes towards the payment of the rental of such telephone, pay the employee 1/52nd of the annual rental paid by the employee for each seven days or part thereof on which an employee is rostered to be on call or available.
 - (c) Provided that where as a usual feature of the duties an employee is regularly rostered to be on call or available, pay the full amount of the telephone rental.
- 20.7 An employee shall be reimbursed the cost of all telephone calls made on behalf of the employer as a result of being on out of hours contact.
- 20.8 Where an employee rostered for on call or availability is recalled to duty during the period for which the employee is on out of hours contact then the employee shall receive payment for hours worked in accordance with “sub-clause 21.4 – Overtime”.
- 20.9 Where an employee rostered for on call or availability is recalled to duty, the time spent travelling to and from the place at which duty is to be performed, shall be included with actual duty for the purposes of overtime payment.
- 20.10 Minimum payment provisions do not apply to an employee rostered for out of hours contact duty.
- 20.11 An employee in receipt of an out of hours contact allowance and who is recalled to duty shall not be regarded as having performed emergency duty in accordance with “sub-clause 21.13 – Emergency Duty”.
- 20.12 Employees subject to this clause shall, where practicable, be periodically relieved from any requirement to hold themselves on standby, on call or availability.

20.13 No employee shall be on out of hours contact after the last working day preceding a period of annual leave or long service leave.

21. OVERTIME

21.1 In this clause the following expressions shall have the following meaning:

- (a) "prescribed hours of duty" means the employee's normal working hours as prescribed in "Clause 19. – Hours" or written instruction issued out of that clause.
- (b) "public holiday" means the days prescribed in "Clause 33 - Public Holidays".
- (c) "ordinary travelling time" means the time which an employee would ordinarily spend in travelling by public transport once daily from the employee's home to the employee's usual headquarters and home again. It is the time elapsing between the time of departure from home and the official time of commencement of duty and the official time of cessation of duty and arrival at home. Where an employee has a continuing approval to use a vehicle for official business, ordinary travelling time means the time spent in travelling by that vehicle from home to headquarters and home again each day.
- (d) "a day" shall mean from midnight to midnight.

21.2 When and as often as it is necessary to overcome arrears of work or to meet pressure of business, any employee may be required by the employer to perform overtime duty at times other than the ordinary hours of attendance applicable to that employee.

Reasonable Hours of Overtime

- (a) An employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice, if any, given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

21.3 All work performed by an employee whose hours of attendance are determined in accordance with sub-clause 19.1 by direction of the employer:

- (a) before or after the prescribed hours of duty on a weekday; and
- (b) on a Saturday, Sunday or public holiday, shall be classed as overtime and, subject to the provisions of this clause, shall be paid for at the hourly rate prescribed by sub-clause 21.4 of this clause.

21.4 Payment for overtime shall be calculated on an hourly basis in accordance with the following for overtime worked on:

- (a) Weekdays, payment will be made at the rate of time and a half for the first three hours and double time thereafter.
- (b) Saturday, payment will be made at the rate of:
 - (i) time and a half for the first three hours; and
 - (ii) double time after the first three hours, or after 12 noon, whichever is the earlier.
- (c) Sunday, payment will be made at the rate of double time.
- (d) Public Holidays, payment will be made at the rate of:
 - (i) time and a half during prescribed hours of duty in addition to the normal days pay; and
 - (ii) double time and a half during hours outside of prescribed hours of duty.

For the purposes of this clause the allowances will be calculated on the ordinary hourly rate which shall not include any personal allowances, service allowances, special allowances or higher duties allowance, unless otherwise approved by the employer.

Provided that a special allowance or higher duties allowance shall be included in when overtime is worked on duties for which these allowances are specifically paid.

21.5 Subject to prior agreement in writing, time off in lieu of payment may be granted by the employer. Such time off in lieu to be determined on an hourly basis by dividing the normal hourly rate of pay into the amount to which the employee would otherwise have been entitled at the prescribed rate in accordance with sub-clause 21.4 of this clause. The employee shall be required to clear accumulated time off in lieu within two months of the overtime being performed. If the employer is unable to release the employee to clear such leave, then the employee shall be paid for the overtime worked.

Provided that by agreement between the employer and the employee, time off in lieu of overtime may be able to be accumulated beyond two months from the time the overtime is performed so as to be taken in conjunction with periods of leave.

21.6 Any commuted allowance and/or time off in lieu of overtime, other than that provided in sub-clause 21.5 of this sub-clause shall be only negotiated between the employer and the Association.

- 21.7 No claim for payment of overtime or time off in lieu under the provisions of this clause shall be allowed in respect of any day on which the additional time worked amounts to 30 minutes or less.
- 21.8 (a) Where an employee having received prior notice, is required to return to duty –
- (i) On a Saturday, Sunday or public holiday otherwise than during prescribed hours of duty the employee shall be entitled to payment at the rate in accordance with sub-clause 21.4 of this clause for a minimum period of three hours.
 - (ii) Before or after the prescribed hours of duty on a weekday the employee shall be entitled to payment at the rate in accordance with sub-clause 21.4 of this clause for a minimum period of one hour 30 minutes.
- (b) For the purposes of this paragraph, where an employee is required to return to duty more than once, each duty period shall stand alone in respect to the application of minimum period payment except where the second or subsequent return to duty is within any such minimum period.
- (c) The provisions of this sub-clause shall not apply in cases where it is customary for an employee to return to the employee's place of employment to perform a specific job outside the employee's prescribed hours of duty or where the overtime is continuous (subject to a meal break) with the completion or commencement of prescribed hours of duty.
- 21.9 When an employee is directed to work overtime at a place other than the usual headquarters, and provided that place where the overtime is to be worked is situated in the area within a radius of 50 kilometres from the usual headquarters, and the time spent in travelling to and from that place is in excess of the time which an employee would ordinarily spend in travelling to and from the usual headquarters, and provided such travel is undertaken on the same day as the overtime is worked, then such excess time shall be deemed to form part of the overtime worked.
- 21.10 Except as provided in paragraph 21.13(d) of this clause when an employee is directed to work overtime at a place other than the usual headquarters and provided that place where the overtime is to be worked is situated outside the area within the radius of 50 kilometres from the usual headquarters and the time spent in travelling to and from that place is in excess of the time which an employee would ordinarily spend in travelling to and from the usual headquarters, then the employee shall be granted time off in lieu of such excess time spent in actual travel in accordance with sub-clause 21.14.
- 21.11 (a) Where an employee performs overtime duty after the time at which the employee's normal hours of duty end on one day and before the time at which the employee's normal hours of duty are to commence on the next succeeding day which results in the employee not being off duty between these times for a continuous period of not less than ten hours, the employee is entitled to be absent from duty without loss of wages from the time of ceasing overtime duty, until the employee has been off duty for a continuous period of ten hours.

- (b) Provided that where an employee is required to return to or continue work without the break provided in paragraph 21.11(a) then the employee shall be paid at double the ordinary rate until released from duty or until the employee has had ten consecutive hours off duty without loss of wages for ordinary working time occurring during such absence.
- (c) The provisions of this sub-clause shall not apply to employees on standby, on call, availability or emergency duty.

21.12 Where an employee is required to work a continuous period of overtime which extends past midnight into the succeeding day the time worked after midnight shall be included with that worked before midnight for the purpose of calculation of payment provided for in sub-clause 21.4 of this clause.

21.13 Where an employee is called on duty to meet an emergency at a time when the employee would not ordinarily have been on duty and no notice of such call was given prior to completion of usual duty on the last day of work prior to the day on which the employee is called on duty, then, if called to duty

- (a) on a Saturday, Sunday or public holiday otherwise than during the prescribed hours of duty the employee shall be entitled to payment at the rate in accordance with sub-clause 21.4 of this clause for a minimum period of three hours;
- (b) before or after the prescribed hours of duty on a weekday the employee shall be entitled to payment at the rate in accordance with sub-clause 21.4 of this clause for a minimum period of two hours 30 minutes;
- (c) for the purpose of this sub-clause, where an employee is recalled more than once, each period of emergency duty shall stand alone in respect to the application of the minimum period payment, subject to paragraph 21.13(e) of this sub-clause.
- (d) Time spent in travelling to and from the place of duty where the employee is actually recalled to perform emergency duty shall be included with actual duty performed for the purposes of overtime payment.
- (e) An employee recalled to work to perform emergency duty shall not be obliged to work for the minimum period if the work is completed in less time, provided that an employee called out more than once within any such minimum period shall not be entitled to any further payment for the time worked within that minimum period.

21.14 An employee eligible for payment of overtime, who is required to travel on official business outside of the employee's normal working hours and away from the employee's usual headquarters, shall be granted time off in lieu of such actual time spent in travelling at equivalent or ordinary rates on weekdays and at time and one half rates on Saturdays, Sundays, and public holidays, provided:-

- (a) Such travel is undertaken at the direction of the employer.
- (b) Such travel shall not include -

- (i) time spent in travelling by an employee on duty at a temporary headquarters to the employee's home for weekends for the employee's own convenience;
 - (ii) time spent in travelling by plane between the hours of 11.00 pm and 6.00 am;
 - (iii) time spent in travelling by train or coach between the hours of 11.00 pm and 6.00 am;
 - (iv) time spent in travelling by ship when meals and accommodation are provided;
 - (v) time spent in travel resulting from the permanent transfer or promotion of an employee to a new location;
 - (vi) time in travelling in which an employee is required by the employer to drive, outside ordinary hours of duty, an employer's vehicle or to drive the employee's own motor vehicle involving the payment of motor vehicle allowance but such time shall be deemed to be overtime and paid in accordance with sub-clause 21.4 of this clause.
- (c) Time off in lieu will not be granted for periods of less than thirty minutes.
- (d) Where such travel is undertaken on a normal working day, time off in lieu is granted only for such time spent in travelling before and/or after the usual hours of duty, and where an employee is required to travel during the employee's usual lunch interval such additional travelling time is not to be taken into account in computing the number of hours of travelling time due.
- (e) Where such travel is undertaken on a normal working day, time off in lieu is granted only for such time spent in travelling before and/or after the usual hours of duty which is in excess of the employee's ordinary travelling time.
- (f) Except as provided in paragraph 21.13(b) of this sub-clause, all time spent in actual travel on Saturdays, Sundays, and public holidays provided in "Clause 33. - Public Holidays", shall be deemed to be excess travelling time.

21.15 A break of 30 minutes, shall be made for meals between 12.00 noon and 2.00 p.m. and between 5.00 p.m. and 7.00 p.m. when overtime duty is being performed.

- (a) Except in the case of emergency, an employee shall not be compelled to work more than five hours' overtime duty without a meal break. At the conclusion of a meal break the calculation of the five hours limit recommences.
- (b) An employee required to work overtime who purchases a meal shall be reimbursed for each meal purchased at the rate in the following table:

Breakfast	\$10.45 per meal
Lunch	\$12.80 per meal
Evening Meal	\$15.40 per meal
Supper	\$10.45 per meal

The allowances in this table will be varied in accordance with movements in the equivalent rates in Part 2 of Schedule I of the *Government Officers Salaries Allowances and Conditions Award 1989*.

Provided that the overtime worked when such a meal is purchased totals not less than two hours, such reimbursement shall be in addition to any payment for overtime to which the employee is entitled.

- (c) If an employee, having received prior notification of a requirement to work overtime, is no longer required, then the employee shall be entitled, in addition to any other penalty, to reimbursement for a meal previously purchased.

21.16 Any group of employees whose duties necessarily entail special conditions of employment shall not be subject to the prescribed hours of duty as defined in sub-clause 21.1(a) of this clause if the employer and the Union so agree.

22. SHIFT WORK ALLOWANCE

22.1 In this Clause the following expressions shall have the following meaning:

- (a) "Day shift" means a shift commencing at or after 6.00 am and before 12.00 noon.
- (b) "Afternoon shift" means a shift commencing at or after 12.00 noon and before 6.00 pm.
- (c) "Night shift" means a shift commencing at or after 6.00pm and at or before 5.59 am.
- (d) "Public holiday" shall mean a holiday provided in Clause 33. - Public Holidays of this Agreement.

22.2 (a) In addition to the ordinary rate of wages payable an allowance of:

- (i) 15% will be paid to an employee required to work a weekday afternoon shift; and
- (ii) 20% will be paid to an employee required to work a night shift.
- (iii) Notwithstanding the above, the minimum amount payable per 7.6 hour shift to an employee required to work afternoon or night shift will be in accordance with the following table.

	4 July 2011	2 July 2012	1 July 2013
Afternoon Shift	\$27.41	\$28.51	\$29.72
Night Shift	\$36.54	\$38.00	\$39.62

- (iv) For the purposes of this sub-clause, the ordinary rate of wages payable is as prescribed in "Schedule 2 – Wages".
- (b) Work performed during ordinary rostered hours on the following days shall be paid for at the following rates, in lieu of the allowance prescribed in paragraph 22.2(a):

- (i) Saturdays - time and one half;
- (ii) Sundays - time and three quarters; and
- (iii) Public holidays – double time and one half.

Provided that in lieu of the provisions of clause 22.2(b)(iii) and subject to agreement between the employer and the employee, work performed during ordinary rostered hours on a public holidays shall be paid for at the rate of time and one-half and the employee may, in addition be allowed a day's leave with pay to be added to annual leave to be taken at some other time within a period on one year.

(c) **Weekend Penalty Rates for Casual Employees**

- (i) Notwithstanding the provisions of “Clause 15 – Casual Employment”, casual employees are entitled to weekend shift penalties. Work performed during ordinary rostered hours on the following days shall be paid for at the following rates:

Saturdays and public holidays - time and one-half (casuals are already paid a loading in lieu of public holidays); and

Sundays - time and three quarters.

- (ii) These rates are paid in addition to but not compounded on the casual loading provided for “Clause 15 – Casual Employment”.

- (d) An employee rostered off duty on a public holiday shall be paid at ordinary rates for such day or, subject to agreement between the employer and the employee, be allowed a day's leave with pay in lieu of the holiday to be added to the employee's next annual leave entitlement or taken at a mutually convenient time within a period of one year.

(e) **Pro Rata Additional Annual Leave for Shift Workers**

- (i) An employee engaged on shift work who is rostered to work regularly on Sundays and/or public holidays shall be entitled to five day's leave in addition to the employee's normal entitlement to annual leave.
- (ii) For the purposes of this clause, ‘regularly rostered’ means the employee is rostered to and works on at least eleven Sundays and/or public holidays in a period of up to twelve months’ continuous service.
- (iii) This entitlement accrues according to the following table, provided that the maximum accrual will not exceed five days (38 hours) for each completed twelve month period of continuous service.

Number of Sundays and/or public holidays rostered and worked	Additional leave entitlement (accrual portion)
--	--

within a 12 month period	
3	1 day
5	2 days
7	3 days
9	4 days
11	5 days

- (iv) Where an employee is no longer rostered to work regularly on Sundays and/or public holidays they shall cease to accrue the additional leave provided by this clause.
- (v) The additional leave provided by this clause may be carried from one twelve month period of continuous service to another twelve month period.
- (vi) The twelve month period of continuous service shall not include any period of leave without pay exceeding 14 continuous calendar days.
- (vii) A part time employee is entitled to pro rata additional leave, to be calculated according to the hours the employee worked on the Sundays and/or public holidays required for each accrual portion. Where these hours varied, the entitlement shall be determined according to an average of the hours worked on the Sundays and/or public holidays required for each accrual portion.
- (f) Additional leave provided by paragraph 22.2(e) shall not be subject to the annual leave loading prescribed by sub-clause 23.13 of "Clause 23. - Annual Leave".
- (g) Work performed by an employee in excess of the ordinary hours of the employee's shift or on a rostered day off shall be paid for in accordance with the overtime provisions of "Clause 21. - Overtime".
- (h) (i) When an employee begins or ceases a shift between the hours of 11.00 pm and 7.00 am and no public transport is available, reimbursement at the appropriate rate of hire prescribed by "Clause 47. - Motor Vehicle Allowance" shall be made if the employee's private motor vehicle or cycle is used for the journey between the employee's residence and headquarters and the return journey.

Provided however, that any employee who elects to be permanently retained on a fixed or non rotating shift that begins or ceases between or on the hours of 11.00 pm and 7.00 am shall not be eligible to claim this reimbursement.

- (ii) The provisions of this paragraph shall only be applied to employees living and working within a radius of 50 km of the Perth City Railway Station.

22.3 Hours of Duty and Rosters

- (a) An employee engaged on shifts shall work a 76-hour fortnight, exclusive of meal intervals, on the basis of not more than ten (10) shifts per fortnight of not more than seven hours and thirty six minutes duration. Provided that where agreement is reached between the employer and the Union the length and/or number of shifts worked per fortnight may be altered.

Provided that when the agreed length of a shift is extended past seven hours and thirty six minutes, overtime shall be payable only for time worked in excess of the rostered shift.

Provided also that whenever an agreed alteration to the number of hours per shift has occurred then the allowance per shift shall be varied on a pro rata basis to reflect any variation to other than seven hours and thirty six minutes (7.6) hours.

- (b) Meal breaks shall be for a period of at least thirty (30) minutes, but not greater than one hour for each meal.
- (c) Employees may be rostered to work on any of the seven days of the week provided that no employee shall be rostered for more than six (6) consecutive days.

Provided that where agreement is reached between the employer and the Union, shift workers may be exempted from this provision.

- (d) The roster period shall commence at the beginning of a pay period and continue for fourteen (14) consecutive days. Rosters shall be available to employees at least five (5) clear working days prior to the commencement of the roster.
- (e) A roster may only be altered on account of a contingency, which the employer could not have been reasonably expected to foresee. When a roster is altered, the employee concerned shall be notified of the changed shift 24 hours before the changed shift commences. Provided that where such notice is not given, the employee shall be paid overtime in accordance with "Clause 21. - Overtime" for the duration of the changed shift. This provision shall not apply to an employee who was absent from duty on the employee's last rostered shift.
- (f) An employee shall not be rostered for duty until at least ten (10) hours have elapsed from the time the employee's previous rostered shift ended. Provided that where agreement is reached between the Union and the employer the ten (10) hour break may be reduced to accommodate special shift arrangements, except that under no circumstances shall such an agreement provide for a break of less than 8 hours.
- (g) An employee shall not be retained permanently on one shift unless the employee so elects in writing.
- (h) Employees shall be allowed to exchange shifts or days off with other employees provided the approval of the employer has been obtained and provided further that any excess hours worked shall not involve the payment of overtime.

PART 5: LEAVE

23. ANNUAL LEAVE

- 23.1 (a) Each employee is entitled to four weeks' leave on full pay for each year of service. Annual leave shall be calculated on a calendar year basis commencing on January 1 in each year.

- (b) An employee may take annual leave during the calendar year in which it accrues, but the time during which the leave may be taken is subject to the approval of the employer.
- (c) An employee who is first appointed after January 1 is entitled to pro-rata annual leave for that year in accordance with the formula contained in sub-clause 23.2 of this clause.
- (d) To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the employer, to accrue and carry forward a maximum of two years annual leave from the date of the entitlement.

23.2 Entitlement

- (a) An employee employed after the first day of January in any year is entitled to pro rata annual leave for that year calculated on a daily basis. At the end of each calendar day of the year the employee will accrue 0.411 hours of paid annual leave provided the maximum accrual will not exceed 152 hours for each completed calendar year of service.
- (b) Where the employer has systems in place which record and report pro rata accrual of annual leave entitlements in a manner other than prescribed by this clause, that method of accrual may continue provided the system provides the same accrual over a full year. The employer must ensure that upon the cessation of employment, all pro rata annual leave entitlements accrued are equivalent to the pro rata annual leave entitlement provided by paragraph 23.2(a).

23.3 Annual leave shall be taken in one period unless otherwise approved by the employer.

23.4 On written application, an employee shall be paid wages in advance when proceeding on annual leave.

- 23.5 (a) When the convenience of the employer is serviced, the employer may approve the deferment of the commencing date for taking annual leave, but such approval shall only remain in force for a period of one year.
- (b) The employer may renew the approval referred to in sub-clause 23.5(a) of this clause for a further period of a year or further periods of a year but so that an employee does not at any time accumulate more than three years' entitlement.
- (c) Where the convenience of the employer is served, the employer may approve the deferment of the commencement date for taking leave so that an employee accumulates more than three years' entitlement, subject to any condition which the employer may determine.
- (d) When an employee who has received approval to defer the commencement date for taking annual leave under paragraphs (a), (b) and (c) of this sub-clause next proceeds on annual leave, the annual leave first accrued shall be the first leave taken.

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

23.7 Subject to sub-clause 14.14, employees whose headquarters are situated two hundred and forty kilometres or more from Perth General Post Office and who travel to Perth for their annual leave may be granted by the Employer reasonable travelling time to enable them to complete the return journey.

23.8 On application to the employer, a lump sum payment for the money equivalent of any:

- (a) accrued annual leave as prescribed by sub-clause 23.1 or sub-clause 23.6 of this clause shall be made to an employee who resigns, retires, is retired or in respect of an employee who dies. The provisions of this paragraph shall also apply to an employee who is dismissed unless the misconduct for which the employee has been dismissed occurred prior to the completion of the qualifying period; and
- (b) pro rata annual leave shall be made to an employee who resigns, retires, is retired or in respect of an employee who dies but not to an employee who is dismissed.

- 23.9 An employee who has been permitted to proceed on annual recreation leave and who ceases duty before completing the required continuous service to accrue the leave must refund the value of the unearned pro rata portion calculated at the rate of wages as at the date the leave was taken, but no refund is required in the event of the death of an employee.
- 23.10 When computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period an employee is on annual leave, observing a public holiday prescribed by this Agreement, absence through sickness with or without pay. This provision applies except for that portion of an absence that exceeds three months, absence on workers' compensation except for that portion of an absence that exceeds six months, or any period exceeding two weeks during which the employee is absent on leave without pay.
- 23.11 Every employee, other than an employee referred to in sub-clause 23.6, to whom the employer has granted annual leave in excess of four weeks because of special circumstances shall be credited with such additional leave on a pro rata basis.
- 23.12 Notwithstanding the foregoing, but subject to sub-clause 23.3, the employer may direct an employee to take annual leave and determine the date which such leave shall commence. Should the employee not comply with the direction, disciplinary action may be taken against the employee.

Annual Leave Loading - Employees Other Than Shiftworkers

- 23.13 A loading of 17.5% calculated on the ordinary rate of salary for a maximum of 4 weeks annual leave shall be paid to employees, other than those engaged on shift or commuted arrangement that incorporate leave loading, on the first pay period in December in the calendar year in which the leave accrues.
- 23.14 The leave loading to be paid to employees who are in the service of the employer prior to or engaged after 1 January in each year shall be the leave loading anticipated to be due on 23 December of that year.
- 23.15 The maximum payment for the loading provided for in clause 23.13 shall not exceed the amount set out in the Average Weekly Total Earnings of all Males in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter of the year immediately preceding the date the leave became due.

23.16 Part time employees shall be paid a proportion of the annual leave loading at the salary rate applicable, provided that the maximum loading payable shall be calculated in accordance with the following:

$$\frac{\text{Average hours of work per fortnight in the calendar year in which the leave accrues}}{75} \times \frac{\text{Maximum loading in accordance with clause 23.15}}{1}$$

- 23.17 (a) The loading is calculated on the rate of the normal fortnightly salary, including any allowances which are paid as a regular fortnightly or annual amount.
- (b) Any allowance paid to an employee for undertaking higher duties is only included if the allowance is payable during any period of leave taken during the calendar year as provided for under clause 45 - Higher Duties Allowance of this Agreement.
- 23.18 An employee must refund any leave loading paid in December if the employee resigns, or ceases employment, or where an employee is dismissed prior to 23 December of that year. This provision does not apply in the event of death of an employee or if the employee retires.
- 23.19 Where payment in lieu of accrued or pro rata annual leave is made on the death or retirement of an employee, a loading calculated in accordance with the terms of this clause is to be paid on accrued and pro rata annual leave.
- 23.20 When an employee resigns, or ceases employment, or where an employee is dismissed, an annual leave loading shall be paid as follows:
- (a) Accrued entitlements to annual leave – a loading calculated in accordance with the terms of this clause for accrued leave is to be paid.
- (b) Pro rata annual leave – no loading is to be paid.
- 23.21 The loading does not apply to Cadets on full time study.

Transitional Arrangements

- 23.22 Transitional arrangements for leave loading on annual leave accrued in 2011 and taken prior to the registration of this Agreement:
- (a) The following provisions apply to employees who have taken the full entitlement to annual leave for the 2011 calendar year prior to the registration date of this Agreement:
- (i) Clause 23.13 will not apply to employees who have taken the full entitlement to annual leave for the 2011 calendar year.
- (ii) An employee who is dismissed, resigns, or ceases employment other than on the retirement or death of the employee, before the completion of the 2011 calendar year, must refund the value of the leave loading paid.

- (b) If an employee is on annual leave as at the date of registration of this Agreement, they will continue to be paid annual leave loading for the duration of that continuous annual leave period.
- (c) Where an employee has taken less than their full entitlement to annual leave in the 2011 calendar year, any leave loading that was paid on annual leave taken prior to registration of this Agreement is offset from any payment made on the first pay period in December 2011.

23.23 Transitional Arrangements for Leave Loading on Annual Leave accrued prior to 1 January 2011:

- (a) When an employee proceeds on accrued annual leave, the oldest leave accrued will be taken first.
- (b) When an employee proceeds on accrued annual leave, they will continue to be paid the 17.5% annual leave loading upon proceeding on that leave.
- (c) The loading payable on accrued annual leave shall be at the rate applicable at the date the leave is commenced.
- (d) The maximum payment for the loading provided for in clause 23.23(b) shall not exceed the amount set out in the Average Weekly Total Earnings of all Males in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter of the year immediately preceding the date the leave commences.
- (e) The maximum payment is in addition to the loading paid in accordance with clause 23.13.
- (f) Where an employee resigns, or ceases employment, or where an employee is dismissed, annual leave loading shall be paid for accrued annual leave, calculated in accordance with the provisions of "Clause 23 – Annual Leave" of this Agreement.

23.24 Annual Leave Loading - Shiftworkers

- (a) Subject to the provisions of sub-clauses 23.4 and 22.2(e) inclusive, shift workers who are granted an additional week's penalty leave when proceeding on annual leave including accumulated annual leave shall be paid:
 - (i) shift and weekend penalties the employee would have received had the employee not proceeded on annual leave; or
 - (ii) loading equivalent to 20% of normal wages for five weeks' leave;
 whichever is greater.
- (b) (i) Subject to the provisions of sub-clause 23.6 the loading is paid on a maximum of four weeks' annual leave, or five weeks in the case of shift workers who are granted an additional week's penalty leave. Payment of the loading is not made on additional leave granted for any other purpose.

- (ii) Maximum payment shall not exceed the Average Weekly Total Earnings of all Males in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter of the year immediately preceding that in which the leave commences.
- (iii) Maximum payment to shift workers who are granted an additional week's penalty leave shall not exceed five fourths of the Average Weekly Total Earnings of all Males in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter of the year immediately preceding that in which the leave commences.
- (c) Annual leave commencing in any year and extending without a break into the following year attracts the loading calculated on the wages applicable on the day the leave commenced. The maximum loading payable shall be that applicable on the day the leave is commenced.
- (d) The loading payable on approved accumulated annual leave shall be at the rate applicable at the date the leave is commenced. Under these circumstances an employee can receive up to the maximum loading for the approved accumulated annual leave in addition to the loading for the current year's entitlement.
- (e) A pro rata loading is payable on periods of approved annual leave less than four weeks.
- (f) The loading is calculated on the rate of wages the employee receives at the commencement of leave under "Schedule 2 – Wages" and, where applicable, the wages shall include the following allowances:
 - (ii) Protective Clothing Allowance, where it is paid as an annual amount;
 - (iii) Commuted Overtime Allowance, where it is paid as an annual amount or a percentage of wages and paid throughout the year; and
 - (iv) Higher Duties Allowance, but only where the specific conditions of "Clause 45. - Higher Duties Allowance" are satisfied.
- (g) Where payment in lieu of accrued or pro rata annual leave is made on the death, dismissal, resignation or retirement of an employee, a loading calculated in accordance with the terms of this clause is to be paid. Provided that no loading shall be payable in respect of pro rata annual leave paid on resignation or where an employee is dismissed for misconduct.
- (h) Part time employees shall be paid a pro rata loading at the wages rate applicable.
- (i) An employee who has been permitted to proceed on annual leave and who ceases duty before completing the required continuous service to accrue the leave must refund the value of the unearned pro rata portion. Provided that no refund shall be necessary in the event of the death of an employee.

23.25 Employee Initiated Cash Out of Accrued Annual Leave

- (a) The parties agree on the importance of employees taking annual leave for the purposes of rest and recreation.

- (b) This sub-clause, however, recognises that notwithstanding the importance of leave referred to in sub-clause (a) some employees may have excess and overdue annual leave. This clause at the initiative of the employee provides for employees to receive payment in lieu of some of their unutilised accrued annual leave.
- (c)
 - (i) Subject to sub-clause (d), the employer and employee may agree that the employee forego part of the employee's entitlement to accrued annual leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made.
 - (ii) The payment includes applicable annual leave loading.
- (d) The following criteria shall apply to the cashing out of accrued annual leave:
 - (i) the employee initiates a written request, to their employer, to cash out accrued annual leave; and
 - (ii) the employer agrees in writing to the request by the employee; and
 - (iii) there is an annual leave entitlement that has accrued in previous years; and
 - (iv) no more than 50% of the employee's total accrued annual leave entitlement can be cashed out; and
 - (v) the remaining entitlements are not less than two weeks accrued annual leave; and
 - (vi) each instance of cashing out of annual leave must be a separate written agreement between the employer and employee; and
 - (vii) annual leave accruing in the year the request for cashing out is made cannot be cashed out in that year.
- (e) It is the employee's responsibility to seek information on any taxation implications arising from the payout of annual leave.

24. PERSONAL LEAVE

Introduction

- 24.1 The intention of personal leave is to give employees and employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick, paid carer's leave and short leave.
- 24.2 Personal leave is not for circumstances normally met by other forms of leave.
- 24.3 This clause does not apply to casual employees.
- 24.4 An employee employed on a fixed term contract for a period of twelve months or more shall be credited with the same entitlement as a permanent employee. An employee on a

fixed term contract for a period less than twelve months shall be credited on a pro rata basis for the period of the contract.

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

Entitlement

- 24.6 The employer shall credit each permanent, full time employee with 114 personal leave credits for each year of continuous service of which 98.8 are cumulative and 15.2 hours are non-cumulative as follows.

	Personal Leave: Cumulative	Personal Leave: Non-cumulative
On the day of initial appointment	49.4 hours	15.2 hours
On completion of 6 months continuous service	49.4 hours	0 hours
On the completion of 12 months continuous service	98.8 hours	15.2 hours
On the completion of each further period of 12 months continuous service	98.8 hours	15.2 hours

- 24.7 Where employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.
- 24.8 In the year of accrual the 114 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 year of accrual, unused personal leave from that year up to a maximum of 98.8 hours will be cumulative and added to personal leave accumulated from previous years. Unused non-cumulative leave will be lost on completion of each anniversary year.
- 24.9 Whilst employees are able to access personal leave in accordance with sub-clause 24.21 of this clause, to ensure compliance with the *Minimum Conditions of Employment Act 1993* a minimum of 76 hours must be available to employees for the purposes of an employee's entitlement to paid leave for illness or injury; or carer's leave.
- 24.10 Personal leave will not be debited for public holidays that the employee would have observed.
- 24.11 Personal leave may be taken on an hourly basis.
- 24.12 War caused illnesses
- (a) An employee who produces a certificate from the Department of Veterans' Affairs stating that the employee suffers from war caused illness may be granted special personal leave credits of 114 hours (15 standard hour days) per annum on full pay in respect of that war caused illness. These credits shall accumulate up to a

maximum credit of 342 hours (45 standard hour days), and shall be recorded separately to the officer's normal personal leave credit.

- (b) Every application for personal leave for war caused illness shall be supported by a certificate from a registered medical practitioner as to the nature of the illness.

Variation of Ordinary Working Hours

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

Reconciliation

- 24.16 At the completion of an anniversary year, where an employee has taken personal leave in excess of their current and accrued entitlement the unearned leave must be debited at the commencement of the following anniversary year/s.
- 24.17 The requirements of the *Minimum Conditions of Employment Act 1993* must be met at the commencement of the following anniversary year. The remaining portion of debited personal leave that exceeds the leave credited is to be debited at the commencement of the subsequent and where necessary following anniversary year/s.
- 24.18 Where an employee ceases duty and has taken personal leave that exceeds the leave credited for that anniversary year, the employee must refund the value of the unearned leave, calculated at the rate of wages as at the date the leave was taken. No refund is required in the event of the death of the employee.

Access

- 24.19 An employee is unable to access personal leave while on any period of leave without pay; Maternity Leave, Adoption Leave or Other Parent Leave; or annual or long service leave, except as provided for in sub-clauses 24.31 and 24.32 (re-crediting leave).
- 24.20 If an employee has exhausted all accrued personal leave the employer may allow the employee who has at least twelve months service to anticipate up to 38 hours personal leave from next year's credit. If the employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the employer, calculated at the wage rate as at the date the leave was taken, but no refund is required in the event of the death of the employee.
- 24.21 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.

Application for Personal Leave

- 24.22 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to sub-clause 24.6 the employer may grant personal leave in the following circumstances:
- (a) where the employee is ill or injured;
 - (b) to provide care or support to a member of the employee's family or household who requires care or support because of an illness or injury to the member; or an unexpected emergency affecting the member
 - (c) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention;
 - (d) by prior approval of the employer having regard for agency requirements and the needs of the employee, planned matters where arrangements can not be organised outside of normal working hours or be accommodated by the utilisation of flexi time credits by employees working according to approved flexible working hours arrangements or other leave. Planned personal leave will not be approved for regular ongoing situations.
- 24.23 An employer may grant two days unpaid personal leave per occasion to an employee to provide care and support to a member of the employee's family or household due to the birth of a child to the member. This entitlement does not of itself limit an employee's access to paid personal leave as provided by sub-clause 24.22 or partner leave as provided for by "Clause 29 – Partner Leave". This leave may also be substituted with accrued annual leave, long service leave, time off in lieu of overtime, flexi leave and/or banked hours to which the employee is entitled.
- 24.24 Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- 24.25 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.
- 24.26 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.

Evidence

- 24.27 An application for personal leave exceeding two consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- 24.28 In general, supporting evidence is not required for single or two consecutive day absences. Where the employer has good reason to believe that the absence may not be reasonable or legitimate, the employer may request evidence be provided. 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.

- 24.29 Personal leave will not be granted where an employee is absent from duty because of personal illness attributable to the employee's serious and wilful misconduct in the course of the employee's employment.
- 24.30 Where there is doubt about the cause of an employee's illness, the employer may require the employee to submit to a medical examination by a medical practitioner of the employer's choice, which the employee must attend. Where it is reported that the absence is because of illness caused by the employee's serious and wilful misconduct in the course of the employee's employment, or the employee fails without reasonable cause to attend the medical examination, the fee for the examination must be deducted from the employee's wages and personal leave will not be granted.
- 24.31 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 employer shall pay the fee for any such examination.

Re-crediting Annual Leave

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

Re-crediting Long Service Leave

- 24.33 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.

Personal Leave Without Pay Whilst Ill or Injured

- 24.34 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.
- 24.35 Personal leave without pay not exceeding a period of three months in a continuous absence does not affect annual increment dates, anniversary date of sick leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in a continuous absence, the period in excess of three months is excised from qualifying service.

24.36 Personal leave without pay is not available to employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in paragraphs 24.22(b), (c) and (d) or sub-clause 24.23. However, other forms of leave including unpaid carer's leave and leave without pay may be available.

Other Conditions

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

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

Worker's Compensation

24.39 Where an employee suffers a disability within the meaning of section 5 of the *Worker's Compensation and Injury Management Act 1981* which necessitates that employee being absent from duty, personal leave with pay shall be granted to the extent of personal leave credits. In accordance with section 80(2) of the *Worker's Compensation and Injury Management Act 1981* where the claim for worker's compensation is decided in favour of the employee, personal leave credit is to be reinstated and the period of absence shall be granted as leave without pay.

Portability

24.40 The employer shall credit an employee additional personal leave credits up to those held at the date that employee ceased previous employment provided:

- (a) immediately prior to commencing employment, the employee was employed in the service of:
 - (i) the Public Service of Western Australia, or
 - (ii) any other State body of Western Australia, and
- (b) the employee's employment commenced no later than one week after ceasing previous employment, and
- (c) the personal leave credited shall be no greater than that which would have applied had the entitlement accumulated whilst employed in a State body or statutory authority prescribed by *Administrative Instruction 611*.

24.41 The maximum break in employment permitted by paragraph 24.40(b) of this clause, may be varied by the approval of the employer provided that where employment with the public authority of Western Australia commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata annual leave paid out at the date the employee ceased with the previous employer.

Travelling time for Regional Employees

- 24.42 Subject to the evidence requirements set out in sub-clauses 24.27 to 24.31, a regional employee who requires medical attention at a medical facility in Western Australia located 240 kilometres or more from their workplace will be granted paid travel time undertaken during the employee's ordinary working hours up to a maximum of 38 hours per annum.
- 24.43 The employer may approve additional paid travel time to a medical facility in Western Australia where the employee can demonstrate to the satisfaction of the employer that more travel time is warranted.
- 24.44 The provisions of sub-clauses 24.42 and 24.43 are not available to employees whilst on leave without pay or personal leave without pay.
- 24.45 The provisions of sub-clauses 24.42 and 24.43 apply as follows.
- (a) An employee employed on a fixed term contract for a period greater than twelve 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 twelve 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.
 - (d) The provisions do not apply to casual employees.

25. LONG SERVICE LEAVE

- 25.1 Subject to sub-clause 25.4 of this clause an employee who has completed ten (10) years' continuous service with the employer shall be entitled to 13 weeks' long service leave on full pay.
- 25.2 For each subsequent period of seven (7) years' service an employee shall be entitled to an additional 13 weeks' long service leave on full pay.
- 25.3 A long service leave entitlement which fell due prior to 16 March 1988 amounted to three months. A long service leave entitlement which falls due on or after that date shall amount to 13 weeks.
- 25.4 Subject to the employer's convenience, an employer may approve an employee's application to take a complete entitlement of long service leave on full pay or half pay for double the period accrued, or may allow an employee to take the leave in minimum periods of one (1) day, provided in the case of long service leave which fell due prior to 16 March 1988, the portion of long service leave being taken on full or half pay shall be one complete month's entitlement or a multiple thereof.
- 25.5 For the purposes of determining an employee's long service leave entitlement under the

provisions of sub-clauses 25.1, 25.2 and 25.3 of this clause the expression "continuous service" includes any period during which the employee is absent on full pay or part pay from the employee duties, but does not include:

- (a) any period exceeding two weeks during which the employee is absent on leave without pay or parental leave without pay, unless the employer determines otherwise;
- (b) any period during which the employee is taking long service leave entitlement or any portion thereof except in the case of sub-clause 25.13 of this clause when the period excised will equate to a full entitlement of 13 weeks;
- (c) any service by an employee who resigns, is dismissed or whose services are otherwise terminated other than service prior to such resignation, dismissal or termination when that prior service had actually entitled the employee to the long service leave provided under this clause;
- (d) any period of service that was taken into account in ascertaining the amount of a lump sum payment in lieu of long service leave;
- (e) any service of a Cadet whilst undertaking full time studies.

25.6 Any public holiday prescribed in "Clause 33. - Public Holidays" of this Agreement which occurs during the period an employee is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

- 25.7
- (a) Long service leave shall be taken within three years of it becoming due, at the convenience of the employer. Provided that the employer may approve the deferment of long service leave in exceptional circumstances. Provided further that such exceptional circumstances shall include retirement within five years of the date of entitlement.
 - (b) Approval to defer the taking of long service leave may be withdrawn or varied at any time by the employer giving the employee notice in writing of the withdrawal or variation.

25.8 On application to the employer a lump sum payment for the money equivalent of any:

- (a) long service leave entitlement for continuous service as provided in sub-clause 25.1 and sub-clause 25.2 of this clause shall be made to an employee who resigns, retires, is retired or is dismissed or in respect of an employee who dies;
- (b) pro rata long service leave based on continuous service of a lesser period than that provided in sub-clauses 25.1 and 25.2 of this clause for a long service leave entitlement shall be made -
 - (i) to an employee who retires at or over the age of 55 years or who is retired on the grounds of ill health, if the employee has completed not less than 12 months' continuous service before the date of retirement;

- (ii) to an employee who, not having resigned, is retired by the employer for any other cause, if the employee has completed not less than three years' continuous service before the date of retirement; or
 - (iii) in respect of an employee who dies, if the employee has completed not less than 12 months' continuous service before the date of death.
- (c) in the case of a deceased employee, payment shall be made to the estate of the employee unless the employee is survived by a legal dependant approved by the employer, in which case payment shall be made to the legal dependant.

25.9 The calculation of the amount due for long service leave accrued and for pro rata long service leave shall be made at the rate of wages of an employee at the date of retirement or resignation or death, whichever applies.

25.10 An employee prior to commencing long service leave may request approval for the substitution of another date for commencement of long service leave and the employer may approve such substitution.

25.11 **Portability**

- (a) Notwithstanding the provisions contained in this sub-clause where an employee was, immediately prior to being employed by the Employer, employed in the service of the public service in Western Australia or any other state body in Western Australia that employee shall be entitled to long service leave determined in the manner contained in this sub-clause. Provided that the period immediately prior to being employed and the date the employee ceased the previous employment described in this sub-clause does not exceed one week or a further period as determined by the employer.
- (b) (i) The pro rata portion of long service leave to which the employee would have been entitled to up to the date of appointment shall be calculated in accordance with the provisions that applied to the previous employment referred to. However in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled to under this clause;
- (ii) The balance of long service leave entitlement of the employee shall be calculated in accordance with the provisions contained in this clause.
- (c) Nothing in this clause confers on any employee previously employed by those bodies specified in paragraph 25.11(a) of this clause any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced employment with the Employer.

25.12 An employee who has elected to retire at or over the age of 55 years and who will complete not less than 12 months' continuous service before the date of retirement may make application to take pro rata long service leave before the date of retirement.

25.13 Compaction of Long Service Leave

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

25.14 Long Service Leave on Double Pay

- (a) Employees may by agreement with their employer, access any portion of an accrued entitlement to long service leave on double pay for half the period accrued. In these circumstances the leave actually taken is 50 percent of the accrued entitlement accessed.
- (b) Where employees proceed on long service leave on double pay in accordance with this sub-clause, the entitlement accessed is excised for the purpose of continuous service in accordance with sub-clause 25.4 of this clause.

25.15 Cash Out of Accrued Long Service Leave Entitlement

- (a) Employees may by agreement with their employer, cash out any portion of an accrued entitlement to long service leave, provided the employee proceeds on a minimum of ten (10) days annual leave in that calendar year.
- (b) Where employees cash out any portion of an accrued entitlement to long service leave in accordance with this sub-clause, the entitlement accessed is excised for the purpose of continuous service in accordance with sub-clause 25.4 of this clause.

25.16 Early Access to Prospective Pro Rata Long Service Leave

- (a) For the purposes of this clause, 'employee' includes full time, part time, permanent and fixed term contract employees.
- (b) Subject to paragraph 25.16(a) of this sub-clause, in the case of employees who are within seven (7) years of their preservation age under Western Australian Government superannuation arrangements the following arrangements may apply by agreement with the employer:
 - (i) Employees under a 10 year accrual basis Employees may access pro rata long service leave at the rate of 6.5 days per completed 12 month period of continuous service.
 - (ii) Employees under a 7 year accrual basis Employees may access pro rata long service leave at the rate of 9.28 days per completed 12 month period of continuous service.
- (c) Part time employees have the same entitlement as full time employees, with their entitlement calculated on a pro rata basis according to any variations to their ordinary working hours during the accrual period.
- (d) Early access to pro rata long service leave does not include long service leave to which the employee has become entitled, or accumulated prior to being within seven years of their preservation age.
- (e) Under this sub-clause, pro rata long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.
- (f) Employees may by agreement with their employer, clear any pro rata entitlement to long service leave in minimum periods of one (1) day.
- (g) Where employees access pro rata long service leave early, any period of leave taken will be excised for the purpose of continuous service in accordance with sub-clause 25.4.

26. PURCHASED LEAVE – 42/52 ARRANGEMENT

- 26.1 The employer and the employee may agree to enter into an arrangement whereby the employee can purchase up to ten weeks additional leave.
- 26.2 The employer will assess each application for a 42/52 wages arrangement on its merits and give consideration to the personal circumstances of the employee seeking the arrangement.
- 26.3 Where an employee is applying for purchased leave of between five and ten weeks, the employer will give priority access to those employees with caring responsibilities.
- 26.4 Access to this entitlement shall be subject to:
- (a) the employee having satisfied the Employer's accrued leave management policy; and
 - (b) the requirement for an employee who has purchased nine or ten week's leave to take one or two week's annual leave, whichever applies, before accessing their purchased leave.
- 26.5 Notwithstanding paragraph 26.4(b), the employer may allow an employee to access purchased leave before they have accessed one or two week's annual leave, whichever applies, where the employee requests it. Any such request may only be refused by the employer if there are reasonable grounds to do so.
- 26.6 The provisions of paragraph 26.4(b) do not apply to an employee who purchases less than nine weeks leave.
- 26.7 An agreement to take reduced wages spread over the 52 weeks of the year will yield the following amounts of purchased leave.

Number of weeks wages spread over 52 weeks	Number of weeks purchased leave
42	10
43	9
44	8
45	7
46	6
47	5
48	4
49	3
50	2
51	1

- 26.8 (a) Purchased leave is not able to be accrued. The employee is entitled to pay in lieu of any purchased leave not taken. In the event that the employee is unable to take such purchased leave, their wages will be adjusted on the last pay period in February to take account of the fact that time worked during the year was not included in their wages.

- (b) Untaken purchased leave will be paid out at the rate at which it is purchased
- 26.9 (a) Where an employee who is in receipt of an allowance provided for in “Clause 45 – Higher Duties Allowance” proceeds on any period of purchased leave, the employee shall not be entitled to receive payment of the allowance for any period of purchased leave.
- (b) Other than when an employee is on a period of purchased leave, the higher duties allowance component of an employee’s wages shall not be affected by an agreement to reduce the employee’s wages for purchased leave purposes.
- 26.10 In the event that a part time employee’s ordinary working hours are varied during the year, the wages paid for such leave will be adjusted on the last pay in January to take account of any variations to the employee’s ordinary working hours during the previous year.

27. PURCHASED LEAVE – DEFERRED WAGES ARRANGEMENT

- 27.1 With the written agreement of the employer, an employee may elect to receive, over a four (4) year period, 80% of the wages they would otherwise be entitled to receive in accordance with this Agreement.
- 27.2 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.
- 27.3 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 wages they were otherwise entitled to in the fourth year of deferment.
- 27.4 Where an employee completes four (4) years of deferred wages 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.
- 27.5 An employee may withdraw from this arrangement prior to completing a four (4) year period by written notice. The employee will receive a lump sum payment of wages forgone to that time but will not be entitled to equivalent absence from duty.
- 27.6 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.

Variation of the Arrangements

- 27.7 As an alternative to sub-clause 27.5, and only by mutual agreement of the employer and the employee, the provisions of the deferred arrangement may be varied subject to the following:
- (a) the term of the arrangement will not extend beyond that contemplated by this clause,
 - (b) the variation will not result in any consequential monetary or related gain or loss to either the employer or the employee, and

- (c) the percentage of wages to apply during the 12 months leave as specified in sub-clause 27.3 of this clause will be calculated as 80% of the average ordinary prescribed hours worked over the previous four years.

28. MATERNITY LEAVE

28.1 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 twelve months continuous service in the Western Australian public sector as defined under the *Public Sector Management Act 1994* 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, Adoption Leave or Other Parent Leave must resume duties prior to being entitled to Paid Maternity Leave in accordance with the eligibility requirements.

28.2 (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 months between each period of employment and where the combined length of the periods of employment are at least twelve 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 twelve 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 twelve months continuous service as per clauses 28.1 and 28.2 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 months.

28.3 Notice Requirements

- (a) An eligible employee shall give at least eight 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 clause 28.3(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 weeks written notice is provided.

28.4 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 or repealed public service days in lieu 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 clause 28.14.
- (c) An employee must take Maternity Leave in one continuous period with the exception of Special Temporary Employment or Special Casual Employment pursuant to clause 28.12.

- (d) Except for leave provided under "Clause 31 - Partner Leave", 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 clause 28.4(c) above, Paid Maternity Leave may be taken in more than one period by an employee who meets the requirements of clause 28.5(d).
 - (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 clause 28.12 – Employment During Unpaid Maternity Leave. In these circumstances, the provisions of clause 28.12 – 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; and
 - (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 clause 28.4(d). This does not prevent an employee from taking paid or unpaid Partner Leave as prescribed by clause 31 of this Agreement.

28.5 Payment for Paid Maternity Leave

- (a)
 - (i) Subject to clause 28.5(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 clause 28.5(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 twelve 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) An employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing Paid Maternity Leave, is

to continue to receive the higher duties allowance for the first four weeks of Paid Maternity Leave.

- (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 clause 28.1(a)(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 clause 28.12.

28.6 Commencement of Maternity Leave

- (a) The period of leave can commence up to six weeks prior to the expected date of birth of the child.
- (b)
 - (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 clause 28.7 - Modification of Duties and Transfer to a Safe Job, may apply.
- (c)
 - (i) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than twenty 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.
- (d) The period of Paid Maternity Leave must be concluded within twelve months of the birth of the child.

- (e) (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 twelve 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 twelve months after the birth of the child.

28.7 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 clause 28.7(a)(i) shall be in writing.
- (iii) Such employment shall be in accordance with clause 14 – Part Time Employment 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 weeks written notice of an intention to:
 - (i) vary part time work arrangements made under clause 28.7(a); or
 - (ii) revert to full time employment during the employee's pregnancy.
- (c) An employee reverting to full time employment in accordance with clause 28.7(b)(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 clause 28.7(e)(i) applies to an eligible casual employee.
 - (iii) An employee who is absent from work pursuant to this subclause 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.

28.8 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) An employee proceeding on unpaid Maternity Leave may elect to substitute all or part of that leave with accrued time off in lieu of overtime, flexi leave and/or banked hours to which the employee is entitled subject to the provisions of clause 21 – Overtime and clause 19 – Hours of this Agreement, where applicable.
- (d) Personal leave is not payable on a period of paid or unpaid Maternity Leave.

28.9 Extended Unpaid Maternity Leave

- (a) Subject to all other available leave entitlements being exhausted, an employee shall be entitled to apply for leave without pay following Maternity Leave (“extended unpaid Maternity Leave”) to extend their leave by up to two years.
- (b) Where both parents work for the WA Public Sector the total combined period of extended unpaid Maternity, Adoption and extended Other Parent Leave shall not exceed two years.
- (c) 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.
- (d) The employer is to give the employee written notice of the employer’s decision on a request for extended unpaid Maternity Leave under clause 28.9(a). If the request is refused, the notice is to set out the reasons for the refusal.
- (e) An employee who believes their request for extended unpaid Maternity Leave under clause 28.9 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.

28.10 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 clause 28.10(a).

28.11 Replacement Employee

- (a) 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 clause 28.3(d) and ability to extend unpaid Maternity Leave as provided for under clause 28.9.

28.12 Employment During Unpaid Maternity Leave

(a) Special Temporary Employment

- (i) For the purposes of this subclause, "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;
 - 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 clause 28.12, "casual" means employment on an hourly basis for a period not exceeding four weeks in any period of engagement for which a casual loading is paid. It excludes employment undertaken in accordance with clause 28.12(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 this Agreement.
- (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 clause 28.9 – 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 clause 28.12(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 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.

28.13 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 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 clause 28.13(d) shall advise their employer of this intention by notice in writing not less than four 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 clause 28.7 – Modification of Duties and 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 of 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 clause 28.13(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 clause 28.13(e)(i) must be in writing and must be made at least four 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 clause 28.13(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 28.13(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 28.13(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.

28.14 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 other 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 this Agreement. 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 clause 13 – Contract of Service 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.

29. ADOPTION LEAVE

29.1 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 twelve months continuous service in the Western Australian public sector as defined under the *Public Sector Management Act 1994* 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 28.1 is entitled to unpaid Adoption Leave as provided by this clause.

29.2 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 or repealed public service days in lieu 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 28.14 – Maternity Leave;
- (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 28.12 – Employment During Unpaid Maternity Leave.
- (d) Except for leave provided under clause 31 – Partner Leave 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 28.12 – Employment During Unpaid Maternity Leave. In these circumstances, the provisions of clause 28.12 – 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; and
 - (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 clause 28.5(d). This does not prevent an employee from taking paid or unpaid Partner Leave as prescribed by clause 31 of this Agreement.

29.3 Payment for Paid Adoption Leave

- (a)
 - (i) Subject to clause 29.3(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 clause 29.3(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 twelve 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) An employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing paid Adoption Leave, is to continue to receive the higher duties allowance for the first four weeks of paid Adoption Leave.
- (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 clause 29.1(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 28.12.
- (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 clause 29.1(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;
 - (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; and
 - (ii) has not, or will not have, lived continuously with the employee for a period of six 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 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.

29.4 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 twelve months of the day of placement except under exceptional circumstances as provided under clause 28.6(e) of the Maternity Leave clause, but as it relates to Adoption Leave.

29.5 Notice and Variation Requirements

- (a) An employee shall give no less than eight 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 clause 29.5(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 weeks written notice is provided.

29.7 Other Provisions

The following provisions, as provided under clause 28 – Maternity Leave have application to Adoption Leave:

- (a) Clause 28.8 – Interaction with Other Leave Entitlements;
- (b) Clause 28.9 – Extended Unpaid Maternity Leave;
- (c) Clause 28.10 – Communication During Maternity Leave;
- (d) Clause 28.11 – Replacement Employee;
- (e) Clause 28.12 – Employment During Unpaid Maternity Leave;
- (f) Clause 28.13 – Return to Work on Conclusion of Maternity Leave; and

- (g) Clause 28.14 – Effect of Maternity Leave on the Contract of Employment.

30. OTHER PARENT LEAVE

- 30.1 (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 is the primary care giver 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 twelve months or a newly adopted child.
- (iii) Only one person can be the primary care giver of the child at any one time.

30.2 Eligibility

- (a) (i) Where an eligible employee, other than an employee entitled to Paid Maternity Leave under clause 28.2 or Adoption Leave under clause 29.1, is the other parent and primary care giver of a child under the age of twelve months or newly adopted child the provisions of this clause will apply.
- (ii) An employer may require an employee to provide confirmation of their primary carer status with evidence that would satisfy a reasonable person.
- (b) An eligible casual employee, as defined under clause 28.2 of the Maternity Leave clause, is entitled to unpaid Other Parent Leave as provided by this clause.
- (c) (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.
- (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.
- (d) A permanent or fixed term contract employee must have completed twelve months continuous service in the Western Australian public sector as defined under the *Public Sector Management Act 1994* immediately preceding the Other Parent Leave in order to receive the forms of paid leave as provided for by this clause.

- (e) 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 Other Parent Leave in accordance with the eligibility requirements.

30.3 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 or repealed public service days in lieu 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 28.14 – 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 28.12 – Employment During Unpaid Maternity Leave.
- (d) Except for leave provided under clause 31 – Partner Leave 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) 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 28.12 – Employment During Unpaid Maternity Leave. In these circumstances, the provisions of clause 28.12 – 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; and
 - (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 clause 30.3 (i). This does not prevent an employee from taking paid or unpaid Partner Leave as prescribed by clause 31 of this General Agreement

- (h) An eligible casual employee provided for under clause 30.2 (b) is entitled to unpaid Other Parent Leave only.
- (i) If both parents work in the public sector and the mother is able to remain on paid Maternity Leave despite her incapacity to be her child's principal 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 principal 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 subclause, the mother is entitled to resume Paid Maternity Leave if/when she becomes her child's principal care giver, subject to the provisions of clause 30.3 (i).

30.4 Payment for Paid Other Parent Leave

- (a) (i) Subject to clause 30.4(c) 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 clause 30.4(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 twelve 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) An employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing paid Other Parent Leave, is to continue to receive the higher duties allowance for the first four weeks of paid Other Parent Leave.
- (d) An employee is entitled to remain on paid Other Parent Leave if the pregnancy results in other than a live child; or 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 clause 30.2(c)(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; and
 - (ii) Not affected by any period of special temporary employment or special casual employment undertaken in accordance with clause 28.12 – 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 clause 30.2 (b) is not entitled to paid Other Parent Leave.

30.5 Commencement of Other Parent Leave

- (a) An eligible employee identified as the primary care giver 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 twelve months of the birth or placement of the child except under exceptional circumstances as per clause 28.6(e) of the Maternity Leave clause, but as it relates to Other Parent Leave.

30.6 Notice and Variation Requirements

- (a) An employee shall give no less than eight 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 clause 30.6(a) 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 weeks written notice is provided.

30.7 **Other Provisions**

The following provisions, as provided under clause 28 – Maternity Leave have application to Other Parent Leave:

- (a) Clause 28.8 – Interaction with Other Leave Entitlements;
- (b) Clause 28.9 – Extended Unpaid Maternity Leave;
- (c) Clause 28.10 – Communication During Maternity Leave;
- (d) Clause 28.11 – Replacement Employee;
- (e) Clause 28.12 – Employment During Unpaid Maternity Leave;
- (f) Clause 28.13 – Return to Work on Conclusion of Maternity Leave; and
- (g) Clause 28.14 – Effect of Maternity Leave on the Contract of Employment.

31. PARTNER LEAVE

- 31.1 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 months or longer.
- 31.2 The entitlement to one week's partner leave shall be taken as paid personal leave, subject to clause 31.8. In the absence of an entitlement to paid personal leave, partner leave may be taken as:
- (a) paid annual and/or long service leave;
 - (b) paid accrued time off in lieu of overtime, flexi leave and/or banked hours; and/or
 - (c) unpaid partner leave.
- 31.3 Partner leave must be taken immediately following the birth or, in the case of adoption, the placement of the child.
- 31.4 (a) Subject to clause 31.4 (b), 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 28 – Maternity Leave, paid Adoption Leave as provided by clause 29 – Adoption Leave and paid Other Parent Leave as provided by clause 30 – Other Parent Leave of this Agreement.
- (b) Where applicable, unpaid partner leave taken by an employee shall be counted as part of the employee's unpaid Maternity Leave, Adoption Leave or Other Parent Leave entitlement.
- 31.5 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.
- 31.6 The taking of accrued time off in lieu of overtime, flexi leave and/or banked hours for partner leave purposes shall be subject to the provisions of clause 21 – Overtime and clause 19 – Hours of this Agreement, where applicable.

Personal Leave

- 31.7 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 76 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.

31.8 The right to access personal leave credits for partner leave purposes does not affect an employee's right to take more than five days personal leave for the purposes provided for in clause 24 – Personal Leave of this Agreement.

Right to Request Additional Unpaid Partner Leave

31.9 An employee is entitled to request an extension to the period of unpaid partner leave up to a maximum of eight weeks.

31.10 The employer is to agree to an employee's request to extend their unpaid partner leave made under clause 31.9 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.

31.11 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.

31.12 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.

31.13 Where an employer agrees to an employee's request to extend their period of unpaid partner leave under clause 31.9, the employer must allow an employee to elect to substitute any part of that period of unpaid partner leave with accrued annual leave, long service leave, time off in lieu of overtime, flexi leave and/or banked hours.

31.14 An employee on unpaid partner leave is not entitled to paid personal leave.

31.15 The total period of partner leave provided by this clause shall not exceed eight weeks.

Notice

- 31.16 (a) The employee shall give not less than four week's 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

- 31.17 The provisions of clause 28.14 of the Maternity Leave clause of this General Agreement concerning the effect of Maternity Leave on the contract of employment shall apply to employees accessing partner leave, with such amendment as necessary.

Eligible Casual Employees

- 31.18 An eligible casual employee, as defined in clause 28.2 of the Maternity Leave clause of this Agreement, is only entitled to unpaid partner leave.

32. UNPAID GRANDPARENTAL LEAVE

- 32.1 For the purposes of this clause "primary care giver" means the employee who will assume the principal role for the care and attention of a grandchild.
- 32.2 An employee is entitled to a period of up to 52 weeks continuous unpaid grandparental leave in respect of the:
- (a) birth of a grandchild of the employee; or
- (b) adoption of a grandchild of the employee, being a child who is not the natural grandchild or grand-stepchild of the employee, is under the age of five and has not lived continuously with its adoptive parents for six months or longer.

Primary Care Giver Status

- 32.3 (a) An employee is only entitled to grandparental leave if they are or will be the primary care giver of a grandchild.
- (b) Determination of primary care giver status shall be made by reference to the provision of care during what would be the employee's ordinary hours of work had the employee not been providing care to their grandchild.
- (c) An employer may require an employee to provide confirmation of their primary care giver status. Where an employer requires an employee to confirm their status as the primary care giver of a grandchild, the employee is to provide the employer with evidence that would satisfy a reasonable person of the entitlement to unpaid grandparental leave.

Commencement, Notice and Variation of Leave

- 32.4 Commencement of unpaid grandparental leave may occur any time within 24 months following the birth or placement of the employee's grandchild.
- 32.5 (a) The employee shall give not less than four week's notice in writing to the employer of the date the employee proposes to commence unpaid grandparental leave, stating the period of leave to be taken.
- (b) The notice period in paragraph 32.5(a) may be waived by the employer in exceptional circumstances.
- 32.6 An employee may request and an employer may agree to an employee taking grandparental leave on a part time basis provided:
- (a) the employee is their grandchild's primary care giver on those days for which care is provided by the employee; and
- (b) the employee's leave concludes no later than 52 weeks after the commencement of the period of grandparental leave.

Other Entitlements

- 32.7 The following provisions contained in "Clause 28 – Parental Leave" shall be read in conjunction with this clause, with such amendment as is necessary.
- (a) Paragraph 28.10(a) – Communication During Maternity Leave.
- (b) Sub-clause 28.11 – Replacement Employee.
- (c) Sub-paragraph 28.13(a)(ii) and paragraph 28.13(b) – Return to Work on Conclusion of Parental Leave.
- (d) Sub-clause 28.14 – Effect of Parental Leave on the Contract of Employment.
- 32.8 The entitlement to grandparental leave is as prescribed in this clause. Other than as specified in sub-clause 32.7, an employee has no entitlement to the provisions contained in "Clause 28 – Maternity Leave" with respect to the birth or adoptive placement of their grandchild.

33. PUBLIC HOLIDAYS

33.1 The following days shall be allowed as holidays with pay:

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

33.2 When any of the days mentioned in sub-clause 31.1 of this clause falls on a Saturday or on a Sunday, the holiday shall be observed on the next succeeding Monday.

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

(b) In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

34. DAYS IN LIEU OF THE REPEALED PUBLIC SERVICE HOLIDAYS

34.1 The two (2) days in lieu of the repealed public service holidays as provided for in the Premier's Circular 2003/01 apply to employees covered by this Agreement where they would normally be expected to work these days.

34.2 Days in lieu of the repealed public service holidays accrue on the date of the relevant repealed public service holiday. They may be taken subsequent to the date of accrual of the repealed public service holiday. The days in lieu do not accumulate and have to be taken in the calendar year that they accrue. Days in lieu that have accrued but have not been taken are not paid out on termination of employment.

34.3 By prior agreement with the employer the day may be taken on the date of the relevant repealed public service holiday

35. WEEKEND ABSENCE FROM RESIDENCE

35.1 An employee who is temporarily absent from normal headquarters on relieving duty or travelling on official business outside a radius of 320 kilometres measured from normal headquarters, and is necessarily absent from his or her residence and separated from dependants, shall be granted an additional day's leave for every group of three consecutive weekends so absent provided that each weekend shall be counted as a member of only one group. Provided that:

(a) the relief duty or travelling on official business is within Australia and the employee is not directed to work on the weekend by the employer;

(b) an additional day's leave shall not be allowed if the employer has approved the employee's family accompanying the employee during the period of relief or travelling;

- (c) additional leave under this sub-clause shall be commenced within one month of the period of relief duty or travelling being completed unless the employer approves otherwise;
- (d) the annual leave loading provided by "Clause 23 - Annual Leave" shall not apply to any leave entitlement under this clause.

35.2 An employee who is temporarily absent from normal headquarters on relieving duty or travelling on official business outside a radius of 320 and up to 400 kilometres measured from normal headquarters, may elect to have the benefit of concessions provided by sub-clause 35.3 of this clause in lieu of those provided by sub-clause 35.1. Kalgoorlie, Albany and Geraldton shall be regarded as being within a radius of 400 kilometres for the purposes of this sub-clause in the case of an employee resident in the metropolitan area.

35.3 An employee who is temporarily absent from normal headquarters on relieving duty or travelling on official business within a radius of 320 kilometres measured from normal headquarters, and such relief duty or travel would normally necessitate the employee being absent from the employee's residence for a weekend, shall be allowed to return to the residence for the weekend. Provided that:

- (a) an employee who is directed to work on a weekend by the employer shall not be entitled to the concessions provided by this sub-clause;
- (b) all travelling to and from the employee's residence shall be undertaken outside of the hours of duty prescribed by "Clause 19. – Hours";
- (c) an employee, who has obtained the approval of the employer for the family to accompany the employee during the period of relief or travelling shall not be entitled to the concessions provided by this sub-clause;
- (d) when an employee is authorised by the employer to use the employee's own motor vehicle to travel to the locality where the relief duty is being performed or when travelling on official business the employee shall be reimbursed on the basis of one half of the appropriate rate prescribed by sub-clause 47.4. (Motor Vehicle Allowance), for the journey to the employee's residence for the weekend and the return to the place of relief duty. Provided that the maximum amount of reimbursement shall not exceed the cost of the rail or bus fare by public conveyance which otherwise would be utilised for such journey and payment shall be made only to the owner of such vehicle;
- (e) when an employee has been authorised by the employer to use the employer's motor vehicle in connection with the relief duty or travelling on official business, the employee shall be allowed to use that vehicle for the purpose of returning to the employee's residence for the weekend;
- (f) an employee who does not use a private motor vehicle or the employer's motor vehicle as provided by paragraphs 35.3(d) and (e) of this sub-clause, shall be reimbursed the cost of the fare by public conveyance by road or rail for the journey, to and from the employee's residence for the weekend;

- (g) an employee who does not make use of the provisions of this sub-clause shall be paid travelling allowance or relieving allowance as the case may require in accordance with the provisions of “Clause 48. - Travelling Allowance” or “Clause 49. - Relieving Allowance”;
- (h) employees who return to their residence for the weekend in accordance with the provisions of this sub-clause shall not be entitled to the reimbursement of any expenses allowed by “Clause 49. - Relieving Allowance” and “Clause 48. - Travelling Allowance” during the period from the time when the employee returns to the employee’s other residence to the time of departing from such residence to travel to resume duty at the place away from the residence.

36. BEREAVEMENT LEAVE

36.1 Employees including casuals shall on the death of:

- (a) the spouse or de facto partner of the employee;
- (b) the child, step-child or grandchild of the employee (including an adult child, step-child or grandchild);
- (c) the parent, step-parent or grandparent of the employee;
- (d) the brother, sister, step brother or step sister; or
- (e) any other person who, immediately before that person’s death, lived with the employee as a member of the employee’s family;

be eligible for up to two (2) days paid bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

36.2 The two (2) days need not be consecutive.

36.3 Bereavement leave is not to be taken during any other period of leave.

36.4 Payment of such leave may be subject to the employee providing evidence of the death or relationship to the deceased that would satisfy a reasonable person.

36.5 An employee requiring more than two (2) days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employee’s immediate family 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 in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

Travelling time for Regional Employees

36.6 Subject to prior approval from the employer, an employee entitled to Bereavement Leave and who as a result of such bereavement travels to a location within Western Australia that

is more than 240 km from their workplace will be granted paid time off for the travel period undertaken in the employee's ordinary working hours up to a maximum of 15.2 hours per bereavement. The employer will not unreasonably withhold approval.

- 36.7 The employer may approve additional paid travel time within Western Australia where the employee can demonstrate to the satisfaction of the employer that more than two days travel time is warranted
- 36.8 The provisions of this clause are not available to employees whilst on leave without pay or sick leave without pay.
- 36.9 The provisions of "sub-clauses 36.6 and 36.7 - Travelling Time for Regional Employees", apply as follows.
- (a) An employee employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
 - (b) An employee employed on a fixed term contract for a period less than 12 months shall be credited with the same entitlement on a pro-rata basis for the period of employment.
 - (c) A part time employee shall be entitled to the same entitlement as a full time employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.
 - (d) For casual employees, the provisions apply to the extent of their agreed working arrangements.

37. BLOOD/PLASMA DONORS LEAVE

- 37.1 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 employer have been made and at least two (2) days' notice has been provided; or
 - (b) the employee is called upon by the Red Cross Blood Centre.
- 37.2 The notification period shall be waived or reduced where the employer is satisfied that operations would not be unduly affected by the employee's absence.
- 37.3 The employee shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.
- 37.4 Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood to the Red Cross Blood Centre.

38. CULTURAL/CEREMONIAL LEAVE

- 38.1 Cultural/ceremonial leave shall be available to all employees.
- 38.2 Such leave shall include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.
- 38.3 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.
- 38.4 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.
- 38.5 The employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- 38.6 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;
 - (b) the employee's accrued long service leave entitlements, but in full days only; or
 - (c) accrued days off or time in lieu.
- 38.7 Time off without pay may be granted by arrangement between the employer and the employee for cultural/ceremonial purposes.

39. EMERGENCY SERVICE LEAVE

- 39.1 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 Units, St John Ambulance Brigade, Volunteer Fire and Rescue Service Brigades, Bush Fire Brigades, Volunteer Marine Rescue Service or FESA Units, in order to allow for attendances at emergencies as declared by the recognised authority.
- 39.2 The employer shall be advised as soon as possible by the employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.
- 39.3 The employee must complete a leave of absence form immediately upon return to work.
- 39.4 The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.
- 39.5 An employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with sub-clauses 39.2, 39.3 and 39.4.

40. LEAVE WITHOUT PAY

- 40.1 Subject to the provisions of sub-clauses 40.2 and 40.3 of this clause, the employer may grant an employee leave without pay for any period and is responsible for that employee

on their return.

40.2 Subject to the provisions of sub-clause 40.3, 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.

40.3 An employee shall, upon request be entitled to two days unpaid personal (caring) leave.

40.4 An employee on a fixed term contract may not be granted leave without pay for any period beyond that employee's approved period of engagement.

40.5 Any period that exceeds two (2) weeks during which an employee is on leave of absence without pay shall not, for any purpose, be regarded as part of the period of service of that employee.

41. DEFENCE FORCE RESERVES LEAVE

41.1 The employer must grant leave of absence for the purpose of Defence service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.

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

41.3 Application for leave of absence for Defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the employee shall provide a certificate of attendance to the employer.

41.4 Paid Leave

- (a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for Defence service, subject to the conditions set out hereunder.
- (b) Part-time employees 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.
- (c) On written application, an employee shall be paid wages in advance when proceeding on such leave.
- (d) Casual employees are not entitled to paid leave for the purpose of Defence service.
- (e) An employee is entitled to paid leave for a period not exceeding 105 hours on full pay in any period of twelve months commencing on 1 July in each year.
- (f) An employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of twelve months commencing on July 1. Pay for this leave

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 employee.

41.5 Unpaid Leave

- (a) Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in sub-clause 41.4 of this clause shall be unpaid.
- (b) Casual employees are entitled to unpaid leave for the purpose of Defence service.

41.6 Use of Other Leave

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

42. STUDY ASSISTANCE

- 42.1 (a) To ensure the maintenance of a trained workforce the Employer may provide an employee with paid study leave and/or financial assistance for study purposes in accordance with the provisions of this clause.
- (b) Employees are not eligible for study assistance if they have previously received study assistance for an approved course from their employer. Further study assistance towards additional qualifications may, however, be granted in special cases, at the discretion of the employer.

42.2 Study Leave

- (a) An employee may be granted time off with pay for study purposes at the discretion of the employer.
- (b) In every case the approval of time off to attend lectures and tutorials will be subject to:
 - (i) agency convenience;
 - (ii) employees undertaking an acceptable formal study load in their own time;
 - (iii) employees making satisfactory progress with their studies;
 - (iv) the course being an approved course as defined by sub-clause 42.5;
 - (v) the course being of value to the agency; and

- (vi) the employer's discretion when the course is only relevant to the employee's career in the service and being of value to the State.
- (c) Part-time employees are entitled to study leave on the same basis as full time employees, with their entitlement calculated on a pro rata basis. Employees working shift work or on fixed term contracts have the same access to study leave as all other employees.
- (d) Time off with pay may be granted up to a maximum of five hours per week including travelling time, where subjects of approved courses are available during normal working hours, or where approved study by correspondence is undertaken.
- (e) 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 in paragraph 42.2(d).
- (f) Where an employee is undertaking approved study via distance education and/or is not required to attend formal classes, an employer may allow the employee to access study leave up to the maximum annual amount allowed in paragraph 42.2(d).
- (g) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.
- (h) An acceptable part-time study load should be regarded as not less than five hours per week of formal tuition with at least half of the total formal study commitment being undertaken in the employee's own time, except in special cases such as where the employee is in the final year of study and requires less time to complete the course, or the employee is undertaking the recommended part-time year or stage and this does not entail five hours formal study.
- (i) In cases where employees are studying subjects which require fortnightly classes the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.
- (j) In agencies which are operating on flexi-time, time spent attending or travelling to or from formal classes for approved courses between 8.15 am and 4.30 pm, less the usual lunch break, and for which "time off" would usually be granted, is to be counted as credit time for the purpose of calculating total hours worked per week.
- (k) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the employee's normal place of work.
- (l) An employee shall not be granted more than 5 hours time off with pay per week except in exceptional circumstances where the employer may decide otherwise.
- (m) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.
- (n) An employee performing service with the Australian Defence Force is not entitled to study leave for any period of service with the Australian Defence Force that they

receive defence force reserves leave as provided for by “Clause 41 – Defence Force Reserves Leave”.

- (o) A service agreement or bond will not be required.

42.3 Financial Assistance

- (a) An employer may reimburse an employee for the full or any part of any reasonable cost of enrolment fees, Higher Education Contribution Surcharge, compulsory text books, compulsory computer software and other necessary study materials for studies commenced during their employment.
- (b) Half of the value of the agreed costs shall be reimbursed immediately following production of written evidence of enrolment and costs incurred, and the remaining half shall be reimbursed following production of written evidence of successful completion of the subject for which reimbursement has been claimed.
- (c) The employer and employee may agree to alternative reimbursement arrangements.

42.4 Cadets and Trainees

- (a) Agencies are to meet the payment of higher education administrative charges for cadets and trainees who, as a condition of their employment, are required to undertake studies at a university or college of advanced education. Employees who of their own volition attend such institutions to gain higher qualifications will be responsible for the payment of fees.
- (b) This assistance does not include the cost of textbooks or Guild and Society fees.
- (c) An employee who is required to repeat a full academic year of the course will be responsible for payment of the higher education fees for that particular year.

42.5 Approved Courses for Study Purposes

- (a) For the purposes of sub-clauses 42.2 and 42.3, the following are approved courses:
 - (i) Degree or associate diploma courses at a university within the Australia;
 - (ii) Degree or diploma courses at an authorised non-university institution;
 - (iii) Diploma courses provided by registered training organisations, including TAFE;
 - (iv) Two-year full time certificate courses provided by registered training organisations, including TAFE;
 - (v) Courses recognised by the National Authority for the Accreditation of translators and Interpreters (NAATI) in a language relevant to the needs of the public sector; and

- (vi) Secondary courses leading to the Tertiary Entrance Examination or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.
- (b) For the purposes of paragraph 42.5(a):
 - (i) The term ‘university’ includes recognised Australian universities and recognised overseas universities as defined by the *Higher Education Act 2004* (WA);
 - (ii) An authorised non-university institution is a non-university institution that is authorised under the *Higher Education Act 2004* (WA) to provide a higher education course; and
 - (iii) A registered training organisation is an organisation that is registered with the Training Accreditation Council or equivalent registering authority and complies with the nationally agreed standards set out in the Australian Quality Training Framework (AQTF).
- (c) An employee who has completed a diploma through TAFE is eligible for study assistance to undertake a degree course at a university within Australia or an authorised non-university institution.
- (d) An employee who has completed a two year full time certificate through TAFE is eligible for study assistance to undertake a diploma course specified in sub-paragraph 42.5(a)(iii) or a degree or diploma course specified in sub-paragraphs 42.5(a)(i) or (ii).

42.6 Full Time Study

- (a) Subject to the provisions of paragraph 42.6(b), the employer may grant an employee full time study leave with pay to undertake:
 - (i) post graduate degree studies at Australian or overseas tertiary education institutions; or
 - (ii) study tours involving observations and/or investigations; or
 - (iii) a combination of postgraduate studies and study tour.
- (b) Applications for full time study leave with pay are to be considered on their merits and may be granted provided that the following conditions are met:
 - (i) The course or a similar course is not available locally. Where the course of study is available locally, applications are to be considered in accordance with the provisions of sub-clause 42.2 and 42.5 and “Clause 40 - Leave without Pay”.
 - (ii) It must be a highly specialised course with direct relevance to the employee’s profession.

- (iii) It must be highly relevant to the employer's corporate strategies and goals.
 - (iv) The expertise or specialisation offered by the course of study should not already be available through other employees employed within the agency.
 - (v) If the applicant was previously granted study leave, studies must have been successfully completed at that time. Where an employee is still under a bond, this does not preclude approval being granted to take further study leave if all the necessary criteria are met.
 - (vi) A fixed term contract employee may not be granted study leave with pay for any period beyond that employee's approved period of engagement.
- (c) Full time study leave with pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.
 - (d) Where an outside award is granted and the studies to be undertaken are considered highly desirable by an employer, financial assistance to the extent of the difference between the employee's normal wages and the value of the award may be considered. Where no outside award is granted and where a request meets all the necessary criteria then part or full payment of wages may be approved at the discretion of the employer.
 - (e) The employer supports recipients of coveted awards and fellowships by providing study leave with pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, allowance for books, accommodation or a contribution towards accommodation.
 - (f) Where recipients are in receipt of a living allowance, this amount should be deducted from the employee's wages for that period.
 - (g) Where the employer approves full time study leave with pay the actual wages contribution forms part of the agency's approved average staffing level funding allocation. Employers should bear this in mind if considering temporary relief.
 - (h) Where study leave with pay is approved and the employer also supports the payment of transit costs and/or an accommodation allowance, the employer will gain approval for the transit and accommodation costs as required.
 - (i) Where employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the employer together with some local transit and accommodation expenses providing it meets the requirements of paragraph 42.6(b). Each case is to be considered on its merits.
 - (j) The period of full time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for employees under this Agreement.

43. WITNESS AND JURY SERVICE

43.1 Witness

- (a) An employee subpoenaed or called as a witness to give evidence in any proceeding shall as soon as practicable notify the manager/supervisor who shall notify the employer.
- (b) 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, subject to the satisfaction of the employer. The employee is not entitled to retain any witness fee but shall pay all fees received into the Consolidated Fund. The receipt for such payment with a voucher showing the amount of fees received shall be forwarded to the employer.
- (c) 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 travelling expenses as soon as practicable after the default, notify the employer.
- (d) 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 retain any witness fees but shall pay all fees received into the Consolidated Fund.
- (e) An employee subpoenaed or called as a witness under any other circumstances other than specified in paragraphs 43.1(b) and (d) of this clause 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.

43.2 Jury

- (a) An employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the supervisor/manager who shall notify the employer.
- (b) An employee required to serve on a jury shall be granted by the employer leave of absence on full pay, but only for such period as is required to enable the employee to carry out duties as a juror.
- (c) An employee granted leave of absence on full pay as prescribed in paragraph 43.2(a) of this clause is not entitled to retain any juror's fees but shall pay all fees received into Consolidated Fund. The receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to the employer.

PART 6: ALLOWANCES

44. COMMUTED ALLOWANCES

- 44.1 The introduction of any commuted allowance in lieu of overtime, on call or shift

allowances shall be negotiated between the union and the employer. On the request of either party the other party is obliged to enter into negotiations for such arrangements.

45. HIGHER DUTIES ALLOWANCE

- 45.1 An employee who is directed by the employer to act in an office which is classified higher than the employee's own substantive office and who performs the full duties and accepts the full responsibility of the higher office for a continuous period of five (5) consecutive working days or more, shall, subject to the provisions of this clause, be paid an allowance equal to the difference between the employee's own wages and the wages the employee would receive if the employee was permanently appointed to the office in which the employee is so directed to act.
 Provided that where the hours of duty of an employee performing shift work are greater than 7.6 hours per day as provided for in "Clause 22 – Shiftwork Allowance" of this Agreement the allowance shall be payable after the completion of 38 consecutive working hours in the higher classified position. This period shall not include any time worked as overtime.
- 45.2 Where the full duties of a higher office are temporarily performed by two (2) or more employees they shall each be paid an allowance as determined by the employer.
- 45.3 An employee who is directed to act in a higher classified office but who is not required to carry out the full duties of the position and/or accept the full responsibilities, shall be paid such proportion of the allowance provided for in sub-clause 45.1 of this clause as the duties and responsibilities performed bear to the full duties and responsibilities of the higher office. Provided that the employee shall be informed, prior to the commencement of acting in the higher classified office, of the duties to be carried out, the responsibilities to be accepted and the allowance to be paid. The allowance paid may be adjusted during the period of higher duties.
- 45.4 Where an employee who has qualified for payment of higher duties allowance under this clause is required to act in another office or other offices classified higher than the employee's own for periods less than five consecutive working days without any break in acting service, such employee shall be paid a higher duties allowance for such periods: provided that payment shall be made at the highest rate the employee has been paid during the term of continuous acting or at the rate applicable to the office in which the employee is currently acting - whichever is the lesser.
- 45.5 Where an employee is directed to act in an office which has an incremental range of wages such an employee shall be entitled to receive an increase in the higher duties allowance equivalent to the annual increment the employee would have received had the employee been permanently appointed to such office; provided that acting service with allowances for acting in offices for the same classification or higher than the office during the eighteen (18) months preceding the commencement of such acting shall aggregate as qualifying service towards such an increase in the allowance.
- 45.6 Where an employee who is in receipt of an allowance granted under this clause and has been doing so for a continuous period of twelve months or more, proceeds on any period of paid leave and:
- (a) resumes in the office immediately on return from leave, the employee shall continue to receive the allowance for the period of leave; or

- (b) does not resume in the office immediately on return from leave, the employee shall continue to receive the allowance for the period of leave accrued during the period of higher duties.

45.7 Where an employee who is in receipt of an allowance granted under this clause for less than twelve months proceeds on a period of paid leave, whether in excess of the normal entitlement or not, the employee shall continue to receive the allowance for the period of normal leave provided that:

- (a) during the employee's absence, no other employee acts in the office in which the employee was acting immediately prior to proceeding on leave; and
- (b) the employee resumes in the office immediately on return from leave.

45.8 For the purpose of sub-clause 45.7, 'normal leave' means the period of paid leave an employee would accrue in twelve months. It shall also include any public holidays and leave in lieu accrued during the preceding twelve months taken in conjunction with such paid leave

Part Time Higher Duties Allowance Arrangements

45.9 Where a part time employee acts in a higher office, the allowance shall be payable after the completion of 38 hours service in that position. The 38 hours service in the higher position must be worked consecutively according to the hours the part time employee normally works.

45.10 Where the higher office is a part time position, the allowance shall be payable after the completion of 38 hours service in that position. The 38 hours service in the higher position must be worked consecutively according to the normal working hours of the part time position for which the allowance is being paid.

46. DISTURBANCE ALLOWANCE

46.1 Where an employee is transferred and incurs expenses in the areas referred to in sub-clause 46.2 as a result of that transfer, then the employee shall be granted a disturbance allowance and shall be reimbursed by the employer the actual expenditure incurred upon production of receipts or such other evidence as may be required.

46.2 The disturbance allowance shall include -

- (a) costs incurred for telephone installation at the employee's new residence provided that the cost of telephone installation shall be reimbursed only where a telephone was installed at the employee's former residence including Government owned accommodation;
- (b) costs incurred with the connection or reconnection of services to the employee's household including Government owned accommodation for water, gas or electricity; and
- (c) costs incurred with the redirection of mail to the employee's new residence for a period of no more than three (3) months.

47. MOTOR VEHICLE ALLOWANCE

- 47.1 For the purposes of this clause the following expressions shall have the following meaning:
- (a) "A Year" means 12 months commencing on the first day of July and ending on the thirtieth day of June next following.
 - (b) "Metropolitan Area" means that area within a radius of 50 kilometres from the Perth Railway Station.
 - (c) "Southwest Land Division" means the southwest land division as defined by Section 6, Schedule 1 of the *Land Administration Act 1997* excluding the area contained within the metropolitan area.
 - (d) "Rest of the State" means that area south of 23.5 degrees south latitude, excluding the metropolitan area and the southwest land division.
 - (e) "Term of Employment" means a requirement made known to the employee at the time of applying for the position by way of publication in the advertisement for the position, written advice to the employee contained in the offer for the position or oral communication at interview by an interviewing employee and such requirement is accepted by the employee either in writing or orally.
 - (f) "Qualifying Service" shall include all service in positions where there is a requirement as a term of employment to supply and maintain a motor vehicle for use on official business but shall exclude all absences which effect entitlements as provided by "Schedule 3. – Motor Vehicle Allowance".
- 47.2 An employee who is required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment shall be reimbursed in accordance with the appropriate rates set out in Part I of "Schedule 3. – Motor Vehicle Allowance" for journeys travelled on official business and approved by the employer or an authorised employee.
- 47.3 An employee who is reimbursed under the provisions of sub-clause 47.2 will also be subject to the following conditions:
- (a) for the purposes of sub-clause 47.2 an employee shall be reimbursed with the appropriate rates set out in Part 1 of "Schedule 3. – Motor Vehicle Allowance" for the distance travelled from the employee's residence to the place of duty and for the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day;
 - (b) where an employee in the course of a journey travels through two (2) or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Part 1 of "Schedule 3. – Motor Vehicle Allowance";
 - (c) where an employee does not travel in excess of 4,000 kilometres in a year an allowance calculated by shall be paid to the employee provided that where the employee has less than 12 months' qualifying service in the year then the 4,000 kilometre distance will be reduced on a pro rata basis and the allowance calculated

accordingly;

- (d) where a part-time employee is eligible for a payment of an allowance under paragraph 47.3(c) of this clause such allowance shall be calculated on the proportion of total hours worked in that year by the employee to the annual standard hours had the employee been employed on a full-time basis for the year;
- (e) an employee who is required to supply and maintain a motor vehicle for use on official business is excused from this obligation in the event of his/her vehicle being stolen, consumed by fire, or suffering a major and unforeseen mechanical breakdown or accident, in which case all entitlement to reimbursement ceases while the employee is unable to provide the motor vehicle or a replacement;
- (f) the employer may elect to waive the requirement that an employee supply and maintain a motor vehicle for use on official business, but three (3) months' written notice of the intention so to do shall be given to the employee concerned.

47.4 Subject to sub-clauses 47.2 and 47.3 of this clause, an employee who is not normally required to supply and maintain a motor vehicle as a term of employment and who is required to relieve an employee required to supply and maintain a motor vehicle as a term of employment shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in Part I of "Schedule 3 – Motor Vehicle Allowance" for all journeys travelled on official business and approved by the employer where the employee is required to use the vehicle on official business whilst carrying out the relief duty.

- (a) For the purposes of sub-clause 47.4 an employee shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in Part 1 of "Schedule 3. – Motor Vehicle Allowance" for the distance travelled from the employee's residence to place of duty and the return distance travelled from the place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.
- (b) Where an employee in the course of a journey travels through two (2) or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Part 1 of "Schedule 3. – Motor Vehicle Allowance".
- (c) For the purpose of this sub-clause the allowance prescribed in sub-clause 47.3 shall not apply.

47.5 An employee who is not required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment, but when requested by the employer voluntarily consents to use the vehicle shall for journeys travelled on official business approved by the employer be reimbursed all expenses incurred in accordance with the appropriate rates set out in Parts 2 and 3 of "Schedule 3. – Motor Vehicle Allowance".

- (a) For the purpose of this sub-clause an employee shall not be entitled to reimbursement for any expenses incurred in respect to the distance between the employee's residence and headquarters and the return distance from headquarters to residence.
- (b) Where an employee in the course of a journey travels through two (2) or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas

traversed as set out in Part 2 of “Schedule 3. – Motor Vehicle Allowance” if applicable.

47.6 In cases where employees are required to tow the employer’s caravans on official business, the additional rate shall be 7.5 cents per kilometre. When the employer’s trailers are towed on official business the additional rate shall be 4.0 cents per kilometre.

47.7 The amounts specified in this clause shall be amended as and when required consistent with changes to the equivalent amounts specified in Schedule H – Motor Vehicle Allowance of the *Government Officers Salaries Allowances and Conditions Award 1989*

48. TRAVELLING ALLOWANCE

48.1 An employee who travels on official business shall be reimbursed reasonable expenses on the following basis:

When a trip necessitates an overnight stay away from headquarters and the employee:

- (a) is supplied with accommodation and meals free of charge; or
- (b) attends a course, conference, etc., where the fee paid includes accommodation and meals; or
- (c) travels by rail and is provided with a sleeping berth and meals; or
- (d) is accommodated at a Government institution, hostel or similar establishment and supplied with meals,

reimbursement shall be in accordance with the rates prescribed in Column A, Items 1, 2 or 3 of “Schedule 4. - Travelling, Transfer and Relieving Allowance”.

48.2 When a trip necessitates an overnight stay away from the employee's headquarters and the employee is fully responsible for the provision of accommodation, meals and incidental expenses:

- (a) where hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items 4 to 8 of “Schedule 4. - Travelling, Transfer and Relieving Allowance”;
- (b) where other than hotel or motel accommodation is utilised reimbursement shall be in accordance with rates prescribed in Column A, Items 9, 10 or 11 of “Schedule 4. - Travelling, Transfer and Relieving Allowance”.

48.3 When a trip necessitates an overnight stay away from headquarters and accommodation only is provided at no charge to the employee, reimbursement shall be made in accordance with the rates prescribed in Column A, items 1, 2 or 3 and items 12, 13 or 14 of “Schedule 4. - Travelling, Transfer and Relieving Allowance” subject to the employee’s certification that each meal claimed was actually purchased.

48.4 To calculate reimbursement under sub-clauses 48.1 and 48.2 for a part of a day, the following formula shall apply-

(a) If departure from headquarters is:

- before 8.00am - 100% of the daily rate.
- 8.00am or later but prior to 1.00pm - 90% of the daily rate.
- 1.00pm or later but prior to 6.00pm - 75% of the daily rate.
- 6.00pm or later - 50% of the daily rate.

(b) If arrival back at headquarters is:

- 8.00am or later but prior to 1.00pm - 10% of the daily rate.
- 1.00pm or later but prior to 6.00pm - 25% of the daily rate
- 6.00pm or later but prior to 11.00pm - 50% of the daily rate.
- 11.00pm or later - 100% of the daily rate.

48.5 When an employee travels to a place outside a radius of 50 kilometres measured from the employee's headquarters, and the trip does not involve an overnight stay away from headquarters, reimbursement for all meals claimed shall be at the rates set out in Column A, Items 12 or 13 of "Schedule 4. - Travelling, Transfer and Relieving Allowance" subject to the employee's certification that each meal claimed was actually purchased. Provided that when an employee departs from headquarters before 8.00am and does not arrive back at headquarters until after 11.00pm on the same day reimbursement shall be at the appropriate rate prescribed in Column A, Items 4 to 8 of "Schedule 4. - Travelling, Transfer and Relieving Allowance".

48.6 When it can be shown to the satisfaction of the employer by the production of receipts that reimbursement in accordance with "Schedule 4. - Travelling, Transfer and Relieving Allowance" does not cover an employee's reasonable expenses for a whole trip the employee shall be reimbursed the excess expenditure.

48.7 In addition to the rates contained in "Schedule 4. - Travelling, Transfer and Relieving Allowance" an employee shall be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of receipts.

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

48.9 Reimbursement of expenses shall not be suspended should an employee become ill whilst travelling, provided leave for the period of such illness is approved in accordance with the provisions of this Agreement and the employee continues to incur accommodation, meal and incidental expenses.

- 48.10 Reimbursement claims for travelling in excess of 14 days in one (1) month shall not be passed for payment by a certifying employee unless the employer has endorsed the account.
- 48.11 An employee who is relieving at or temporarily transferred to any place within a radius of 50 kilometres measured from the employees headquarters shall not be reimbursed the cost of midday meals purchased, but an employee travelling on duty within that area which requires absence from the employee's headquarters over the usual midday meal period shall be paid at the rate prescribed by Item 17 of "Schedule 4. - Travelling, Transfer and Relieving Allowance" for each meal necessarily purchased, provided that:
- (a) such travelling is not a normal feature in the performance of the employee's duties; and
 - (b) such travelling is not within the suburb in which the employee resides; and
 - (c) total reimbursement under this sub-clause for any pay period shall not exceed the amount prescribed by Item 18 of "Schedule 4. - Travelling, Transfer and Relieving Allowance".
- 48.12 The amounts specified in this clause shall be amended as and when required consistent with changes to the equivalent amounts specified in Schedule J – Travelling, Transfer and Relieving Allowance of the *Government Officers Salaries Allowances and Conditions Award 1989*.

49. RELIEVING ALLOWANCE

- 49.1 An employee who is required to take up duty away from headquarters on relief duty or to perform special duty, and necessarily resides temporarily away from the employee's usual place of residence, shall be reimbursed reasonable expenses on the following basis:
- (a) Where the employee is:
 - (i) supplied with accommodation and meals free of charge, or
 - (ii) accommodated at a Government institution, hostel or similar establishment and supplied with meals, reimbursement shall be in accordance with the rates prescribed in Column A, Items 1, 2 or 3 of "Schedule 4. – Travelling, Transfer and Relieving Allowance".
 - (b) Where the employee is fully responsible for accommodation, meals and incidental expenses and hotel or motel accommodation is utilised:
 - (i) For the first 42 days after arrival at the new locality reimbursement shall be in accordance with the rates prescribed in Column A, Items 4 to 8 of "Schedule 4. – Travelling, Transfer and Relieving Allowance".
 - (ii) For periods in excess of 42 days after arrival in the new locality reimbursement shall be in accordance with the rates prescribed in Column B, Items 4 to 8 of "Schedule 4. – Travelling, Transfer and Relieving Allowance" for employees with dependants or Column C, Items 4 to 8 of "Schedule 4. – Travelling, Transfer and Relieving Allowance" for employees without dependants: Provided that the period of reimbursement under this sub-clause shall not exceed forty-nine days without the approval of the employer.

- (c) Where the employee is fully responsible for accommodation, meals and incidental expenses and other than hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items 9, 10 or 11 of “Schedule 4. – Travelling, Transfer and Relieving Allowance”.
- (d) If an employee whose normal duties do not involve camp accommodation is required to relieve or perform special duty resulting in a stay at a camp, the employee shall be paid camping allowance for the duration of the period spent in camp, and in addition, shall be paid a lump sum of \$185.00 to cover incidental personal expenses: Provided that an employee shall receive no more than one lump sum of \$185.00 in any one period of three (3) years.

- 49.2 Reimbursement of expenses shall not be suspended should an employee become ill whilst on relief duty, provided leave for the period of such illness is approved in accordance with the provisions of “Clause 24. - Personal Leave” and the employee continues to incur incidental expenses.
- 49.3 When an employee, who is required to relieve or perform special duties in accordance with sub-clause 49.1 is authorised by the employer to travel to the new locality in the employee's own motor vehicle such employee shall be reimbursed for the return journey as follows:
- (a) An employee who is required to supply and maintain a motor vehicle as a term of employment for the period of relieving or special duties shall be reimbursed the appropriate rate prescribed by sub-clause 47.2 (Motor Vehicle Allowance) for the distance necessarily travelled.
 - (b) Where the employee will not be required to maintain a motor vehicle for the performance of the relieving or special duties reimbursement shall be on the basis of one half of the appropriate rate prescribed by sub-clause 47.4 (Motor Vehicle Allowance). Provided that the maximum amount of reimbursement shall not exceed the cost of the fare by public conveyance which otherwise would be utilised for such return journey.
- 49.4 Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred, an appropriate rate of reimbursement shall be determined by the employer.
- 49.5 The provisions of “Clause 48. - Travelling Allowance” shall not operate concurrently with the provisions of this clause to permit an employee to be paid allowances in respect of both travelling and relieving expenses for the same period. Provided that where an employee is required to travel on official business which involves an overnight stay away from the employee's temporary headquarters the employer may extend the periods specified in paragraph 49.1(b) by the time spent in travelling.
- 49.6 An employee who is directed to relieve another employee or to perform special duty away from the employee's usual headquarters and is not required to reside temporarily away from the employee's usual place of residence shall, if the employee is not in receipt of a higher duties or special allowance for such work, be reimbursed the amount of additional fares paid in travelling by public transport to and from the place of temporary duty.

49.7 The amount specified in this clause shall be amended as and when required consistent with changes to the equivalent amounts specified in Schedule J – Transfer, Relieving and Travelling Allowance of the *Government Officers Salaries Allowances and Conditions Award*.

50. REMOVAL ALLOWANCE

50.1 When an employee is transferred in the public interest, or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the employee has no control, the employee shall be reimbursed:

- (a) The actual reasonable cost of conveyance of the employee and dependants.
- (b) The actual cost (including insurance) of the conveyance of an employee's household furniture effects and appliances up to a maximum volume of 45 cubic metres, provided that a larger volume may be approved by the Employer in special cases.
- (c) An allowance of \$551.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an employee is required to transport his or her furniture, effects and appliances provided that the Employer is satisfied that the value of household furniture, effects and appliances moved by the employee is at least \$3,305.00.
- (d) Reimbursement of reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum amount of \$185.00.
 - (i) Pets are defined as dogs, cats, birds or other domestic animals kept by the employee or the employee's dependants for the purpose of household enjoyment.
 - (ii) Pets do not include domesticated livestock, native animals or equine animals.

50.2 An employee who is transferred solely at his or her own request or on account of misconduct must bear the whole cost of removal unless otherwise determined by the Employer prior to removal.

50.3 An employee shall be reimbursed the full freight charges necessarily incurred in respect of the removal of the employee's motor vehicle. If authorised by the Employer to travel to a new locality in the employee's own motor vehicle, reimbursement shall be as follows: -

- (a) Where the employee will be required to maintain a motor vehicle for use on official business at the new headquarters, reimbursement for the distance necessarily travelled shall be on the basis of the appropriate rate prescribed by sub-clause 47.2 (Motor Vehicle Allowance).
- (b) Where the employee will not be required to maintain a motor vehicle for use on official business at the new headquarters reimbursement for the distance necessarily travelled shall be on the basis of one half ($\frac{1}{2}$) of the appropriate rate prescribed by sub-clause 47.4 (Motor Vehicle Allowance).

- (c) Where an employee or his/her dependants have more than one vehicle, and all the vehicles are to be relocated to the new residence, the cost of transporting or driving up to two vehicles shall be deemed to be part of the removal costs.
- (d) Where only one vehicle is to be relocated to the new residence, the employee may choose to transport a trailer, boat or caravan in lieu of the second vehicle. The employee may be required to show evidence of ownership of the trailer, boat or caravan to be transported.
- (e) If the employee tows the caravan, trailer or boat to the new residence, the additional rate per kilometre is to be 3.5 cents per kilometre for a caravan or boat and 2.0 cents per kilometre for a trailer.

- 50.4 The employee shall, before removal is undertaken obtain quotes from at least two carriers which shall be submitted to the Employer, who may authorise the acceptance of the more suitable: Provided that payment for a volume amount beyond 45 cubic metres shall not occur without the prior written approval of the employer.
- 50.5 The Employer may, in lieu of conveyance, authorise payment to compensate for any loss in any case where an employee, with prior approval of the Employer, disposes of his or her household furniture effects and appliances instead of removing them to the new headquarters: Provided that such payments shall not exceed the sum which would have been paid if the employee's household furniture effects and appliances had been removed by the cheapest method of transport available and the volume was 45 cubic metres.
- 50.6 Where an employee is transferred to government owned or private rental accommodation, where furniture is provided, and as a consequence the employee is obliged to store furniture, the employee shall be reimbursed the actual cost of such storage up to a maximum allowance of \$1,025.00 per annum. Actual cost is deemed to include the premium for adequate insurance coverage for the value of the furniture stored. An allowance under this sub-clause shall not be paid for a period in excess of four years without the approval of the employer.
- 50.7 Receipts must be produced for all sums claimed.
- 50.8 New appointees shall be entitled to receive the benefits of this clause if they are required by the employer to participate in any training course prior to being posted to their respective positions. This entitlement shall only be available to employees who have completed their training and who incur costs when moving to their first posting.
- 50.9 An employer may agree to provide removal assistance greater than specified in this Agreement and if in that event that the employee to whom the benefit is granted elects to leave the position, on a permanent basis, within twelve months, the employer may require the employee to repay the additional removal assistance on a pro rata basis. Repayment can be deducted from any monies due to the employee.
- 50.10 For the purposes of this sub-clause, "elects to leave the position," means the employee freely chooses to leave the position in the ordinary course of promotion, transfer or resignation and this necessitates the employer obtaining a replacement employee.
- 50.11 The amounts specified in this clause shall be amended as and when required consistent

with changes to the equivalent amounts specified in the *Government Officers Salaries Allowances and Conditions Award 1989*.

51. TRANSFER ALLOWANCE

51.1 Subject to sub-clauses 51.2 and 51.5, an employee who is transferred to a new locality in the public interest, or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the employee has no control, shall be paid at the rates prescribed in Column A, Items 4, 5 or 6 of "Schedule 4 – Travelling, Transfer and Relieving Allowance" for a period of 14 days after arrival at new headquarters within Western Australia or Column A, Items 7 and 8 of Schedule 4 - Travelling, Transfer and Relieving Allowance of this Agreement for a period of 21 days after arrival at new headquarters in another State of Australia. Provided that if an employee is required to travel on official business during the said periods, such period will be extended by the time spent in travelling. Under no circumstances, however, shall the provisions of this sub-clause operate concurrently with those of "Clause 48. - Travelling Allowance" to permit an employee to be paid allowances in respect of both travelling and transfer expenses for the same period.

51.2 Prior to the payment of an allowance specified in sub-clause 51.1, the employer shall:

- (a) require the employee to certify that permanent accommodation has not been arranged or is not available from the date of transfer. In the event that permanent accommodation is to be immediately available, no allowance is payable; and
- (b) require the employee to advise the employer that should permanent accommodation be arranged or become available within the prescribed allowance periods, the employee shall refund a pro rata amount of the allowance for that period the occupancy in permanent accommodation takes place prior to the completion of the prescribed allowance periods.

Provided also that should an occupancy date which falls within the specified allowance periods be notified to the employer prior to the employee's transfer, the payment of a pro rata amount of the allowance should be made in lieu of the full amount.

51.3 If an employee is unable to obtain reasonable accommodation for the transfer of the employee's home within the prescribed period referred to in sub-clause 51.1 and the employer is satisfied that the employee has taken all possible steps to secure reasonable accommodation, such employee shall, after the expiration of the prescribed period to be paid in accordance with the rates prescribed by Column B, Items 4, 5, 6, 7 or 8 of "Schedule 4 – Travelling, Transfer and Relieving Allowance" as the case may require, until such time as reasonable accommodation has been secured: Provided that the period of reimbursement under this sub-clause shall not exceed 77 days without approval of the employer.

51.4 When it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred by an employee on transfer, an appropriate rate of reimbursement shall be determined by the employer.

51.5 An employee who is transferred to Government owned accommodation shall not be entitled to reimbursement under this clause: Provided that -

- (a) where entry into the Government owned accommodation is delayed through circumstances beyond the employee's control an employee may, subject to the production of receipts, be reimbursed actual reasonable accommodation and meal expenses for the employee and dependants less a deduction for normal living expenses prescribed in Column A, Items 15 and 16 of "Schedule 4 – Travelling, Transfer and Relieving Allowance" and provided that:-
- (b) if any costs are incurred under sub-clause 46.2 (Disturbance Allowance) they shall be reimbursed by the employer.

51.6 The amounts specified in this clause shall be amended as and when required consistent with changes to the equivalent amounts specified in Schedule J – Transfer, Relieving and Travelling Allowance of the *Government Officers Salaries Allowances and Conditions Award*.

52. PROPERTY ALLOWANCE

52.1 In this clause the following expressions shall have the following meanings:

- (a) "Agent" means a person carrying on business as an estate agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.
- (b) "Dependant" in relation to an employee means:
 - (i) spouse including de facto partner;
 - (ii) child/children; or
 - (iii) other dependant family;

who resides with the employee and who relies on the employee for support.

- (c) "Expenses" in relation to an employee means all costs incurred by the employee in the following areas:
 - (i) legal fees paid to a solicitor, or in lieu thereof fees charged by a settlement agent, for professional costs incurred in respect of the sale or purchase, the maximum fee to be claimed shall be as set out in the Solicitors Cost Determination for non contentious business matters made under section 275 of the *Legal Profession Act 2008*;
 - (ii) disbursements duly paid to a solicitor or a settlement agent necessarily incurred in respect of the sale or purchase of the residence;
 - (iii) real estate agent's commission in accordance with that fixed by the Real Estate and Business Agents Supervisory Board, acting under Section 61 of

the *Real Estate and Business Agents Act 1978*, duly paid to an agent for services rendered in the course of and incidental to the sale of the property, the maximum fee to be claimed shall be fifty percent (50%) as set out under Items 1 or 2 - Sales by Private Treaty or Items 1 or 2 - Sales by Auction of the Maximum Remuneration Notice;

- (iv) stamp duty;
 - (v) fees paid to the Registrar of Titles or to the employee performing duties of a like nature and for the same purpose in another State of the Commonwealth;
 - (vi) expenses relating to the execution or discharge of a first mortgage;
 - (vii) the amount of expenses reasonably incurred by the employee in advertising the residence for sale.
- (d) "Locality" in relation to an employee means -
- (i) within the metropolitan area, that area within a radius of 50 kilometres from the Perth City Railway Station, and
 - (ii) outside the metropolitan area, that area within a radius of 50 kilometres from an employee's headquarters when they are situated outside of the metropolitan area.
- (e) "Property" shall mean a "residence" as defined in this clause, including a block of land purchased for the purpose of erecting a residence thereon to the extent that it represents a normal urban block of land for the particular locality.
- (f) "Residence" includes any accommodation of a kind commonly known as a flat or a home unit that is, or is intended to be, a separate tenement, including dwelling/house, and the surrounding land, exclusive of any other commercial property, as would represent a normal urban block of land for the particular locality.
- (g) "Settlement agent" means a person carrying on business as settlement agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.
- (h) "Transfer" or "Transferred" means a permanent transfer or permanently transferred.

52.2 When an employee is transferred from one locality to another in the public interest or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the employee has no control, the employee shall be entitled to be paid a property allowance for reimbursement of expenses incurred -

- (a) In the sale of a residence in the employee's former locality, which, at the date on which the employee received notice of transfer to a new locality -
 - (i) the employee owned and occupied; or

- (ii) the employee was purchasing under a contract of sale providing for vacant possession; or
 - (iii) the employee was constructing for the employee's own permanent occupation, on completion of construction and
- (b) In the purchase of residence or land for the purpose of erecting a residence thereon for the employee's own permanent occupation in the new locality.

52.3 An employee shall be reimbursed such following expenses as are incurred in relation to the sale of a residence:

- (a) if the employee engaged an agent to sell the residence on the employee's behalf - 50% of the amount of the commission paid to the agent in respect of the sale of the residence;
- (b) if the employee engaged a solicitor to act in connection with the sale of the residence - the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor in respect of the sale of the residence;
- (c) if the land on which the residence is created was subject to a first mortgage and that mortgage was discharged on the sale, then an employee shall, if, in a case where a solicitor acted for the mortgagee in respect of the discharge of the mortgage and the employee is required to pay the amount of the professional costs and disbursements necessarily incurred by the mortgagee in respect of the discharge of the mortgage - the amount so paid by the employee;
- (d) if the employee did not engage an agent to sell the residence on the employer's behalf - the amount of the expenses reasonably incurred by the employee in advertising the residence for sale.

52.4 An employee shall be reimbursed such following expenses as are incurred in relation to the purchase of a residence:-

- (a) if the employee engaged a solicitor or settlement agent to act in connection with the purchase of the residence - the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor or settlement agent in respect of the purchase of the residence;
- (b) if the employee mortgaged the land on which the residence was erected in conjunction with the purchase of the residence, then an employee shall, if, in a case where a solicitor acted for the mortgagee and the employee is required to pay and has paid the amount of the professional costs and disbursements (including valuation fees but not a procuracy fee payable in connection with the mortgage) necessarily incurred by the mortgagee in respect of the mortgage - the amount so paid by the employee;
- (c) if the employee did not engage a solicitor or settlement agent to act for him/her in connection with the purchase or such a mortgage - the amount of the expenses reasonably incurred by the employee in connection with the purchase or the

mortgage, as the case may be other than a procuracy fee paid by the employee in connection with the mortgage.

- 52.5 An employee is not entitled to be paid a property allowance under paragraph 52.2(b) unless the employee is entitled to be paid a property allowance under paragraph 52.2(a), provided that the employer may approve the payment of a property allowance under paragraph 52.2(b) to an employee who is not entitled to be paid a property allowance under paragraph 52.2(a) if the employer is satisfied that it was necessary for the employee to purchase a residence or land for the purpose of erecting a residence thereon in the new locality because of the employee's transfer from the former locality.
- 52.6 For the purpose of this clause it is immaterial that the ownership, sale or purchase carried out on behalf of an employee who owns solely, jointly or in common with:-
- (a) the employee's spouse, or
 - (b) a dependant relative, or
 - (c) the employee's spouse and a dependant relative.
- 52.7 Where an employee sells or purchases a residence jointly or in common with another person - not being a person referred to in sub-clause 52.6 - the employee shall be paid only the proportion of the expenses for which the employee is responsible.
- 52.8 An application by an employee for a property allowance shall be accompanied by evidence of the payment by the employee of the expenses, being evidence that is satisfactory to the employer.
- 52.9 Notwithstanding the foregoing provisions, an employee is not entitled to the payment of a property allowance:
- (a) in respect of a sale or purchase prescribed in sub-clause 52.2 which is effected -
 - (i) more than 12 months after the date on which the employee took up duty in a new locality; or
 - (ii) after the date on which the employee received notification of the transfer back to the former locality;provided that the employer may, in exceptional circumstances grant an extension of time for such period as is deemed reasonable.
 - (b) Where the employee is transferred from one locality to another solely at the employee's own request or on account of misconduct.
- 52.10 Where there is a dispute or disagreement concerning -
- (a) the necessity to purchase a residence or land;

- (b) the amount of the disbursements necessarily incurred and duly paid by the employee;
- (c) the amount of expenses reasonably incurred by an employee when -
 - (i) the employee did not engage an agent to sell the residence on behalf of the employee or
 - (ii) the employee did not engage a solicitor or settlement agent to act in connection with the purchase or a mortgage,

the matter shall be dealt with in accordance with “Clause 63 – Dispute Settlement Procedure”.

53. PROTECTIVE CLOTHING ALLOWANCE

53.1 An employee engaged on work which requires the provision of protective clothing shall be:

- (a) provided with the requisite protective clothing, with the laundering costs for such protective clothing being at the expense of the employer; or
- (b) provided with an annual allowance, as agreed between the Union and the employer, which shall incorporate the cost of purchase and laundry of the requisite protective clothing.

53.2 Provided that nothing contained in this clause shall affect the obligations of the employer to provide clothing pursuant to the *Occupational Safety and Health Act 1984*.

PART 7: WORKLOAD MANAGEMENT

54. WORKLOAD MANAGEMENT

54.1 The employer is committed to providing a safe and healthy work environment and will not require employees to undertake an unreasonable workload in the ordinary discharge of their duties.

54.2 The objective of this principle is to ensure workload allocation is fair, manageable and without risk to health and safety.

54.3 The employer shall take reasonable steps to ensure that employees:

- (a) do not work excessive or unreasonable hours;
- (b) are able to clear annual leave; and
- (c) are paid or otherwise recompensed for work as provided for under this Agreement.

54.4 Employees are required to perform, attain or sustain a standard of work that may be reasonably expected of them.

54.5 All relevant indicators of workload should be monitored. Indicators may include:

- (a) nature of work;
- (b) work patterns;
- (c) environment in which work is performed;
- (d) volume of work;
- (e) level of performance;
- (f) turnover;
- (g) accident rate;
- (h) incidence of workers' compensation;
- (i) illness and injury absence;
- (j) early retirement records;
- (k) referral rates and general feedback from counsellors; and
- (l) exit information.

54.6 Where employee performance issues are identified these will be managed in accordance with the employer's performance management policy and should take into account:

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

54.7 Workload issues may be dealt with as a function of the joint consultative committee.

54.8 With the exception of employee performance related issues, where workload issues are identified a review team agreed by the parties will be convened within 21 days of a written request from either party. Broader consultation of the findings of the review team can be undertaken through the joint consultative committee.

55. LEAVE TO ATTEND UNION BUSINESS

55.1 The employer shall grant paid leave at the ordinary rate of pay during normal working hours to an employee:

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

55.2 The granting of leave is subject to convenience and shall only be approved:

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

55.3 The employer shall not be liable for any expenses associated with an employee attending to union business.

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

55.5 An employee shall not be entitled to paid leave to attend to union business other than as prescribed by this clause.

55.6 The provisions of the clause shall not apply to:

- (a) special arrangements made with the union which provide for unpaid leave for employees to conduct union business;
- (b) when an employee is absent from work without the approval of the employer; and
- (c) casual employees.

56. TRADE UNION TRAINING LEAVE

56.1 Subject to convenience of the Employer and the provisions of this clause:

- (a) The employer shall grant paid leave of absence to employees who are nominated by the Union, to attend short courses relevant to the role of union workplace representative, conducted by the Union.
- (b) The employer shall grant paid leave of absence to attend similar courses or seminars as from time to time approved by agreement between the employer and the Union.

- 56.2 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 ten (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 ten (10) days.
- 56.3 Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.
- 56.4 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.
- 56.5 Subject to sub-clause 56.3, 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.
- 56.6 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.
- 56.7 Any application by an employee shall be submitted to the employer for approval at least four weeks before the commencement of the course unless the employer agrees otherwise.
- 56.8 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, which is conducting the course.
- 56.9 A qualifying period of twelve 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 twelve months service.
- 56.10 The employer shall not be liable for any expenses associated with an employee's attendance at trade union training courses.
- 56.11 Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

57. UNION FACILITIES FOR UNION REPRESENTATIVES

- 57.1 The employer recognises the rights of the union to organise and represent its members. Union representatives in the agency have a legitimate role and function in assisting the union in the tasks of recruitment, organising, communication and representing members' interests in the workplace, agency and union electorate.
- 57.2 The employer will recognise union representatives in the agency and will allow them to carry out their role and functions.
- 57.3 The union will advise the employer in writing of the names of the union representatives in the agency.

57.4 The employer shall recognise the authorisation of each union representative in the agency and shall provide them with the following:

- (a) Paid time off from normal duties to perform their functions as a union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the electorate delegates committee and to attend union business in accordance with “Clause 57. - Leave to Attend Union Business”.
- (b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal agency protocols.
- (c) A noticeboard for the display of union materials including broadcast email facilities.
- (d) Paid access to periods of leave for the purpose of attending union training courses in accordance with “Clause 56. - Trade Union Training Leave” of this Agreement. Country representatives will be provided with appropriate travel time.
- (e) Access to awards, agreements, policies and procedures.
- (f) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.

57.5 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.

57.6 The employer will provide the Union with notification of the commencement of new employees, and as part of their induction, time to discuss the benefits of union membership with them.

58. RIGHT OF ENTRY AND INSPECTION BY AUTHORISED REPRESENTATIVES

58.1 The parties shall act consistently with the terms of *Division 2 G. – Right of Entry and Inspection by Authorised Representatives* – of the *Industrial Relations Act, 1979*.

58.2 An authorised representative shall on notification to the employer have the right to enter any premises where relevant employees covered by this Agreement work during working hours, including meal breaks, for the purpose of holding discussions at the premises with relevant employees covered by the Agreement who wish to participate in those discussions, the legitimate business of the Union or for the purpose of investigating complaints concerning the application of this Agreement, but shall in no way unduly interfere with the work of employees.

59. KEEPING OF AND ACCESS TO EMPLOYMENT RECORDS

59.1 The Employers will ensure that the keeping of employment records and access to employment records of employees is in accordance with *Industrial Relations Act 1979 Part*

11 Division 2F Keeping of and access to employment records. If the employer maintains a personal or other file on an employee subject to the employer's convenience, the employee shall be entitled to examine all material maintained on that file.

60. INFORMATION TECHNOLOGY RESOURCES

- 60.1 The parties recognise that information technology resources have major implications for industrial and human resource functions within the workplace.
- 60.2 The employer recognises the need to provide appropriate information to all employees, so it is accessible in the workplace in either electronic or hard copy format.
- 60.3 Where the employer utilises information technology as the means of communicating to employees, the employer must ensure that where employees do not have access to technology, then alternative methods of providing this information will be used.
- 60.4 The information includes, but is not limited to policies and practice guidelines, human resource manuals, awards and agreements, internal agency news bulletins and updates and job opportunities.

PART 8: CONSULTATIVE MECHANISMS

61. JOINT CONSULTATIVE COMMITTEE

- 61.1 The parties recognise the need for effective communication to improve the business/operational performance and working environment in the agencies.
- 61.2 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.
- 61.3 The parties agree that:
- (a) where the employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of employees, the union and employees affected shall be notified by the employer as early as possible;
 - (b) for the purposes of discussion the employer shall provide to the employees concerned relevant information about the changes, including the effect of the changes on employees, provided the employer shall not be required to disclose any information that is confidential;
 - (c) in the context of discussions the Union and employees are able to contribute to the decision making process; and
 - (d) the Joint Consultative Committee (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.
- 61.4 Each agency will have a JCC comprising of the employer or their nominee, employer nominated representatives and Union nominated representatives.

- 61.5 The JCC will convene within 28 days of a written request being received from either party.
- 61.6 The JCC will determine its own operating procedures.
- 61.7 JCC's 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;
 - (d) changes to work organisation and/or work practices occurring in the workplace;
 - (e) agency implementation of recommendations from the 'Functional Review of Government'; and
 - (f) implementation of other aspects of this Agreement.
- 61.8 Matters not resolved through the JCC can be referred to the provisions of "Clause 63. - Dispute Settlement Procedure" of this Agreement.

62. NOTIFICATION OF CHANGE

- 62.1 (a) Where the Employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union.
- (b) For the purpose of this clause "significant effects" includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs.
- Provided that where this Agreement makes provision for alteration of any of the matters referred to in this clause an alteration shall be deemed not to have significant effect.
- 62.2 (a) The employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in sub-clause 62.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Union, in relation to the changes.
- (b) The discussion shall commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in sub-clause 62.1, unless by prior arrangement, the Union, is represented on the body formulating recommendations for change to be considered by the employer.

- (c) For the purposes of such discussion an employer shall provide to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interest.

PART 9: DISPUTE SETTLEMENT PROCEDURE

63. DISPUTE SETTLEMENT PROCEDURES

Employee/Employer Disputes

- 63.1 Any questions, difficulties or disputes arising under this Agreement of employees bound by the Agreement shall be dealt with in accordance with this clause.
- 63.2 The employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three working days. An employee may be accompanied by a union representative.
- 63.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three working days. An employee may be accompanied by a union representative.
- 63.4 If the dispute is still not resolved, it may be referred by the employee/s or union representative to the employer or his/her nominee.
- 63.5 Where the dispute cannot be resolved within five working days of the union representatives' referral of the dispute to the employer or his/her nominee, either party may refer the matter to the WAIRC.
- 63.6 The period for resolving a dispute may be extended by agreement between the parties.
- 63.7 At all stages of the procedure the employee may be accompanied by a union representative.

Parties to this Agreement

- 63.8 Any questions, difficulties or disputes arising under this Agreement between the parties may be referred by either party to the WAIRC for conciliation and where appropriate arbitration.

PART 10: SCHEDULES

SCHEDULE 1: SIGNATURES OF PARTIES

Signed:

Signed

20/09/2011

.....

.....

Signature

Date

Toni Walkington
General Secretary
The Civil Service Association of Western Australia Incorporated

Signed:

Signed

21-9-2011

.....

.....

Signature

Date

Marshall Warner
Director
Health Industrial Relations Service

SCHEDULE 2: WAGES

	From 4 July 2011	From 2 July 2012	From 1 July 2013
Apprentice Dental Technician Year 1	\$20,431	\$21,248	\$22,151
Apprentice Dental Technician Year 2	\$26,755	\$27,825	\$29,008
Apprentice Dental Technician Year 3	\$36,485	\$37,944	\$39,557
Apprentice Dental Technician Year 4	\$42,808	\$44,520	\$46,412
Adult Apprentice Dental Technician (21 years and over) Years 1, 2 and 3	\$36,485	\$37,944	\$39,557
Adult Apprentice Dental Technician (21 years and over) Year 4	\$42,808	\$44,520	\$46,412
Dental Technician Year 1	\$53,404	\$55,540	\$57,900
Dental Technician Year 2	\$54,800	\$56,992	\$59,414
Dental Technician Advanced Level 1	\$56,279	\$58,530	\$61,018
Dental Technician Advanced Level 2	\$58,572	\$60,915	\$63,504

SCHEDULE 3: MOTOR VEHICLE ALLOWANCE

Part 1 - Motor Car

Area Details	Rate (cents) per kilometre		
	Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
Metropolitan Area			
First 4000 kilometres	185.5	127.4	101.0
Over 4000 up to 8000 kms	80.7	58.8	48.9
Over 8000 up to 16000 kms	45.8	35.9	31.5
Over 16000 kms	50.6	38.1	32.4
South West Land Division			
First 4000 kilometres	187.4	128.6	102.2
Over 4000 up to 8000 kms	82.2	59.6	49.7
Over 8000 up to 16000 kms	47.1	36.6	32.2
Over 16000 kms	51.9	38.7	33.0
North of 23.5° South Latitude			
First 4000 kilometres	203.9	139.4	110.7
Over 4000 up to 8000 kms	89.1	64.3	53.5
Over 8000 up to 16000 kms	50.8	39.3	34.4
Over 16000 kilometres	53.9	40.4	34.5

Rest of State

First 4000 kilometres	194.7	133.1	105.3
Over 4000 up to 8000 kms	85.2	61.6	51.1
Over 8000 up to 16000 kms	48.7	37.7	33.1
Over 16000 kilometres	52.7	39.4	33.6

Part 2 - Motor Car

Area Details

Rate (cents) per kilometre

Engine Displacement (in cubic centimetres)

	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
Metropolitan Area	89.5	64.5	53.2
South West Land Division	91.0	65.4	54.0
North of 23.5o South Latitude	98.6	70.6	58.3
Rest of the State	94.3	67.5	55.6

Part 3 - Motor Cycle

Rate - Cents per kilometre	31.0
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Part 4 – Motor Vehicle Allowance Zone Maps



SCHEDULE 4: TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE

ITEM	PARTICULARS	<u>COLUMN A</u>	<u>COLUMN B</u>	<u>COLUMN C</u>
		DAILY RATE	DAILY RATE OFFICERS WITH DEPENDENTS: RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 49.1(b)(ii)) TRANSFER ALLOWANCE FOR PERIOD IN EXCESS OF PRESCRIBED PERIOD (CLAUSE 51.3)	DAILY RATE OFFICERS WITHOUT DEPENDENTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 49.1(b)(ii))
ALLOWANCE TO MEET INCIDENTAL EXPENSES				
		\$		
(1)	WA - South of 26° South Latitude	14.55		
(2)	WA - North of 26° South Latitude	21.70		
(3)	Interstate	21.70		
ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL				
		\$	\$	\$
(4)	WA - Metropolitan Hotel or Motel	305.45	152.70	101.80
(5)	Locality South of 26° South Latitude	208.55	104.30	69.50

(6)	Locality North of 26° South Latitude:			
	Broome	456.70	228.35	152.25
	Carnarvon	255.15	127.55	85.05
	Dampier	366.70	183.35	122.25
	Derby	342.20	171.10	114.05
	Exmouth	292.70	146.35	97.55
	Fitzroy Crossing	370.20	185.10	123.40
	Gascoyne Junction	291.70	145.85	97.25
	Halls Creek	247.20	123.60	82.40
	Karratha	445.70	222.85	148.55
	Kununurra	331.70	165.85	110.55
	Marble Bar	271.70	135.85	90.55
	Newman	338.95	169.50	113.00
	Nullagine	256.70	128.35	85.55
	Onslow	273.30	136.65	91.10
	Pannawonica	192.70	96.35	64.25
	Paraburdoo	259.70	129.85	86.55
	Port Hedland	367.15	183.55	122.40
	Roebourne	241.70	120.85	80.55
	Shark Bay	240.20	120.10	80.05
	Tom Price	320.20	160.10	106.75
	Turkey Creek	235.70	117.85	78.55
	Wickham	508.70	254.35	169.55
	Wyndham	254.70	127.35	84.90
(7)	Interstate - Capital City			
	Sydney	304.90	152.45	101.60
	Melbourne	288.55	144.30	96.15
	Other Capitals	270.10	135.05	89.95
(8)	Interstate – Other than Capital City	208.55	104.30	69.50

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

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

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

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

DEDUCTION FOR NORMAL LIVING EXPENSES (Clause 51. - Transfer Allowance)

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

MIDDAY MEAL (Clause 48. - Travelling Allowance)

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