

**PUBLIC TRANSPORT AUTHORITY/ARTBIU (TRANSWA) INDUSTRIAL  
AGREEMENT 2023**

**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

<b>PARTIES</b>	PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA	<b>APPLICANT</b>
	-v-	
	AUSTRALIAN RAIL, TRAM AND BUS INDUSTRY UNION, WESTERN AUSTRALIA BRANCH	<b>RESPONDENT</b>
<b>CORAM</b>	COMMISSIONER T KUCERA	
<b>DATE</b>	FRIDAY, 23 JUNE 2023	
<b>FILE NO/S</b>	AG 11 OF 2023	
<b>CITATION NO.</b>	2023 WAIRC 00338	

**Result**                      Agreement registered

**Representation**

**Applicant**                      Mr A Adabonyan

**Respondent**                      Mr J Dekuyer

*Minute of Proposed Order*

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

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

AND WHEREAS the parties have requested that this agreement be registered on the papers;

AND HAVING heard from Mr A Adabonyan as agent on behalf of the applicant and Mr J Dekuyer as agent on behalf of the respondent;

NOW THEREFORE the Commission, pursuant to powers conferred under the *Industrial Relations Act 1979* (WA), orders –

THAT the agreement made between the parties filed in the Registry on 12 May 2023 entitled *Public Transport Authority/ARTBIU (Transwa) Industrial Agreement 2023* (AG 11 of 2023) and attached to this order be registered as an industrial agreement in

replacement of the *Public Transport Authority/ARTBIU (Transwa) Industrial Agreement 2021* (AG 9 of 2021), which by operation of s 41(8) is cancelled.

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

COMMISSIONER T KUCERA

**PUBLIC TRANSPORT AUTHORITY/ARTBIU (TRANSWA) INDUSTRIAL  
AGREEMENT 2023**

## **1. AGREEMENT STRUCTURE**

### **1.1 TITLE**

This Agreement will be known as the Public Transport Authority/ARTBIU (Transwa) Industrial Agreement 2023 and replaces the Public Transport Authority/ARTBIU (Transwa) Industrial Agreement 2021 in its entirety.

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### 1.3 AREA AND SCOPE

- 1.3.1 This Agreement applies to and binds approximately 84 employees who are engaged by the Employer in the Transwa Division in the classifications listed at clause 3.1 of this Agreement and who are members of or are eligible to be members of the Union.
- 1.3.2 This Agreement also applies to and binds the Employer and the Union.
- 1.3.3 This Agreement does not apply to other trades employees or employees of the PTA whose employment or classifications are covered by any other registered industrial awards or agreements, or the replacements thereof.
- 1.3.4 This Agreement is a standalone agreement. This Agreement will prevail over the provisions of the Public Transport Authority (Transwa) Award 2006 (the Award), in its entirety, while the Agreement remains in force.
- 1.3.5 The policies of the PTA, as implemented and amended from time to time, will continue to apply. Where an inconsistency between policy and this Agreement exists, the Agreement prevails to the extent of the inconsistency. Policies of the PTA are those that have been authorised and published by the Chief Executive Officer.

### 1.4 TERM OF AGREEMENT

- 1.4.1 This Agreement will apply from the date of registration and expire on 31 January 2025.
- 1.4.2 Upon expiry, the Agreement will continue in force until replaced by a new industrial agreement.
- 1.4.3 The parties to this Agreement will commence negotiations for a replacement agreement at least six months prior to its expiry.

### 1.5 DEFINITIONS

- 1.5.1 **“Aggregate Component”** means the sum of applicable penalties and allowances relating to all the Working Lines on a Master Roster.
- 1.5.2 **“Aggregated Hourly Rate”** means the hourly rate determined by dividing the applicable Aggregated Wage Rate by the associated Ordinary Hours of Work.
- 1.5.3 **“Aggregated Wage Rate”** means a wage rate determined by adding the Discounted Aggregate Component for a Master Roster to the Ordinary Wage Rate applicable to the group working that roster. This allows for all employees working that roster to receive the same weekly rate regardless of the line on the drop down roster being worked, and regardless of the shift penalties and allowances that would be actually earned by an individual employee as and when working on that line of work.
- 1.5.4 **“Average Aggregate Component”** means a value determined by dividing the Aggregate Component for a Master Roster by the number of Working Lines on that roster.
- 1.5.5 **“Award”** means the Public Transport Authority (Transwa) Award 2006.
- 1.5.6 **“Base Wage Rate”** means the flat rate applicable for working the ordinary hours exclusive of all allowances and penalties as contained in Schedule 3.

- 1.5.7 **“Blank Day”** is as explained in subclause 3.2.13.
- 1.5.8 **“Casual Employee”** means an employee engaged in accordance with subclause 2.6.
- 1.5.9 **“Commission”** means the Western Australian Industrial Relations Commission.
- 1.5.10 **“Competency”** means knowledge and skills and the application of the knowledge and skills to the standards of performance required in the workplace, consistent with the relevant criteria under the Australian Qualifications Framework (AQF) guidelines.
- 1.5.11 **“Discounted Aggregate Component”** means a value determined by ‘discounting’ the Average Aggregate Component using an agreed discount factor of 45.4/52 to enable the Aggregated Wage Rate to be paid to an employee while on annual leave or long service leave.
- 1.5.12 **“Employer”** means the Public Transport Authority of Western Australia.
- 1.5.13 **“Full Time Employee”** means an employee employed not less than 38 hours per week basis.
- 1.5.14 **“Hourly Reference Rate”** means the Reference Rate divided by 40.
- 1.5.15 **“Master Roster”** means a roster that records all the shifts that are to be worked at a location on a regular basis. The shifts are structured in Working Lines that, wherever practical, provide sufficient work for the Employee to perform the required number of ordinary hours over the nominated period.
- 1.5.16 **“Ordinary Hourly Wage Rate”** means the hourly rate determined by determined by dividing the applicable Ordinary Wage Rate by the Ordinary Hours of Work.
- 1.5.17 **“Ordinary Wage Rate”** means the weekly rate determined by multiplying the Base Wage Rate by the applicable Annualised Leave Loading (refer to subclause 6.6.9) plus any allowances which are expressly specified under this Agreement to be part of the Ordinary Wage Rate (i.e. other allowances as nominated by the PTA; where these are applicable to an occupational group under this Agreement).
- 1.5.18 **“Ordinary Hours of Work”** means the 38 or 40 hours of work making up of the guaranteed full time weeks work and excludes overtime or additional hours and public holidays.
- 1.5.19 **“Part Time Employee”** means an employee employed for less than 38 hours per week who receives, on a pro-rata basis, all of the entitlements of a Full Time Employee.
- 1.5.20 **“PTA”** means The Public Transport Authority of Western Australia.
- 1.5.21 **“Protected Days Off”** are as explained in subclause 3.2.12.
- 1.5.22 **“Public Sector”** means all agencies, ministerial offices and non-SES organisations as defined in section 3 of the *Public Sector Management Act 1994*; and employing authorities as defined in section 5 of the *Public Sector Management Act 1994*.



- 1.5.23 **“Railcar Drivers Group”** includes Railcar Drivers, Railcar Driver Trainer and Railcar Driver Coordinator. The only differences to the conditions applicable to the three classifications are that the Driver Coordinator’s wage is not aggregated and has a separate roster and the Railcar Driver Trainer is paid the Railcar Driver’s Aggregate.
- 1.5.24 **“Redeployment period”** means the redeployment period as defined by regulation 28 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 1.5.25 **“Reference Rate”** means the 40 hour weekly base rate of the Level 4 Passenger Ticketing Assistant classification in the Public Transport Authority/ARTBIU Railway Employees (Transperth Train Operations) Industrial Agreement 2022 as amended from time to time or its replacements.
- 1.5.26 **“Registered Employee”** means a registered employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
- 1.5.27 **“Registrable Employee”** means a registrable employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
- 1.5.28 **“Rostered Shifts”** means the shifts that have been rostered to enable Transwa’s services to operate.
- 1.5.29 **“Suitability”** means suitable office, post or position or suitable employment as defined by section 94(6) of the *Public Sector Management Act 1994* as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 1.5.30 **“Suitable office, post or position”, and “Suitable employment”** have the meaning given in section 94(6) of the *Public Sector Management Act 1994* as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 1.5.31 **“Surplus Employee”** means either a Registrable Employee or a Registered Employee of the PTA.
- 1.5.32 **“Suspend”** means to suspend the continuance of an employee’s Redeployment period in accordance with regulation 29 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 1.5.33 **“Transwa”** means the division of the PTA that is responsible for the safe and efficient operation and management of the Western Australian Government’s regional rail and country road coach passenger services. Transwa operates diesel powered railcars over the PTA/Arc Infrastructure rail network and road coaches in areas of country WA.
- 1.5.34 **“Union”** means the Australian Rail, Tram and Bus Industry Union of Employees, Western Australia Branch.
- 1.5.35 **“Working Line”** means a line on a roster showing the details of what shift work is to be undertaken during the week for that particular line and should, wherever practical, add up to the required number of Ordinary Hours of Work for the particular work group for the specified period (i.e. 40 hour week). There may be one or more Working Lines on a roster.

- 1.5.36 **“Working Roster”** means an actual roster that the Employer is requiring the employees to work and will show all shifts to be worked for the period of the roster.

## **1.6 CUSTOMER SERVICE**

- 1.6.1 The parties to this Agreement acknowledge that the PTA seeks to encourage greater use of the country rail and road public transport system, and that this aim will be furthered by the provision of the highest standards of customer service. Employees will actively participate in training and procedures, or policy initiatives implemented by the PTA that are designed to improve customer service.
- 1.6.2 Employees covered by this Agreement will work as part of the Transwa employee team to meet passenger needs and improve customer service by providing information, assistance or guidance to passengers and will regularly make announcements in relation to unscheduled stops and delays, latest arrival times and other changes to services as well as information that may be of general interest to passengers.
- 1.6.3 The obligations described in 1.6.1 will be taken into account in the conduct of Transwa’s program for the performance development of employees.

## **1.7 NO FURTHER CLAIMS**

- 1.7.1 The parties to this Agreement will not, for the duration of the Agreement, make any claim for further wage increases, or any other conditions of employment in this Agreement, except where expressly provided for in a State Wage Case decision.

## **1.8 RELATIONSHIP BETWEEN THE SCHEDULES AND THE GENERAL PROVISIONS**

- 1.8.1 The Schedules of this Agreement provide specific detail as to how the Agreement will be applied in the relevant areas as identified.
- 1.8.2 To the extent of any inconsistency the general provisions of the Agreement will prevail.

## **2. CONTRACT OF EMPLOYMENT**

### **2.1 DIRECT AND PERMANENT EMPLOYMENT**

- 2.1.1 The Employer recognises that:
- (a) Direct employment is the preferred form of engagement, noting this may not be practicable or financially achievable in all circumstances; and
  - (b) permanent employment is the preferred form of engagement for employees covered by this Agreement.

- 2.1.2 The Employer recognises that casual employment, labour hire and other contract for service arrangements are not the preferred methods for delivery of services, and the Employer will work towards minimising the use of casual employment, labour hire and other contract for service arrangements.
- 2.1.3 Within 60 days of a request being made in writing, the Employer will provide to the Union the names of the labour hire businesses used; the functions undertaken; the headcount number of labour hire employees performing the work; and the amount of money paid to each labour hire business.
- 2.1.4 Prior to engaging, or extending the engagement of, a labour hire employee, or otherwise entering a new or extended labour hire arrangement, the Employer must first consider whether any permanent Surplus Employees can undertake the role or duties required.
- 2.1.5 All duties undertaken by labour hire employees will be assessed every three months for the possibility of a Surplus Employee instead undertaking the role or duties. If a permanent Surplus Employee can undertake the role or duties, they will be offered the employment.
- 2.1.6 Where more than one appropriate permanent Surplus Employee exists, the following hierarchy will apply for access to the role or duties:
  - (a) internal Surplus Employees are considered first;
  - (b) if no Surplus Employees are suitable, Registered Employees from other employing authorities are considered; and
  - (c) if no Registered Employees are suitable, Registrable Employees from other employing authorities are considered.

## **2.2 DELIVERY OF PUBLIC SERVICES**

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

## **2.3 COMMENCEMENT**

- 2.3.1 The Employer will advise each employee, prior to the time of engagement, if they are to be employed as a permanent Full Time, permanent Part Time, fixed term contract or Casual Employee.

- 2.3.2 The Employer will advise such employee that their employment will be subject to the provisions of statutory and Employer rules, regulations and policies as amended from time to time.

## **2.4 FULL TIME EMPLOYMENT**

- 2.4.1 A Full Time Employee is employed for the full ordinary hours nominated in clause 3.5.2 of this Agreement.

## **2.5 PART TIME EMPLOYMENT**

- 2.5.1 Employees engaged in classifications covered by this Agreement may be employed on a part time basis. Part Time Employees may be rostered to work in any classification covered by this Agreement, notwithstanding express provisions made under this Agreement for full time shift work hours applicable in each section.
- 2.5.2 Part Time Employees will be rostered for a minimum of 24 hours per week up to a maximum of 38 hours per week and will have the number of guaranteed hours between 24 and 38 stipulated in their letter of appointment.
- 2.5.3 The Employer and employee may agree to vary the agreed hours stipulated in the letter of appointment. The agreed variation may be on a temporary or permanent basis, the details of which will be in writing.
- 2.5.4 Part Time Employees will be entitled, on a pro-rata basis, to the same terms and conditions of employment as an equivalent Full Time Employee. Part time entitlements will be calculated according to the ratio of agreed part time hours to full time hours in an equivalent position or classification.
- 2.5.5 Where a Part Time Employee is directed by the Employer to work outside the agreed hours then the employee will be paid overtime in accordance with subclause 3.3 Overtime and Penalty Rates for such additional hours.
- 2.5.6 The Employer will endeavour to roster Part Time Employees in an equitable manner.

## **2.6 CASUAL EMPLOYMENT**

- 2.6.1 A Casual Employee will be paid for each hour worked at the appropriate classification contained in Schedule 3, with the addition of casual loading in lieu of annual leave, personal leave and public holidays. Casual loading will be in accordance with clause 2.6.2.
- 2.6.2 The casual loading payable is 25 per cent on and from the date of registration of this Agreement.

- 2.6.3 Conditions of employment, leave and allowances provided under this Agreement do not apply to a Casual Employee except where expressly provided. However, where expenses are directly and necessarily incurred by a Casual Employee in the ordinary performance of their duties, they will be entitled to reimbursement in accordance with this Agreement.
- 2.6.4 The minimum period of engagement of a Casual Employee will be three hours on each engagement.
- 2.6.5 The hours of duty for Casual Employees will be allocated by the Employer.
- 2.6.6 Casual Employees will receive any applicable weekend and shift allowances and also overtime penalties for additional hours worked in excess of 38 or 40 hours per week, according to time worked and calculated on their hourly rate inclusive of the casual loading.
- 2.6.7 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 prior notice. In the event of the Employer or the Casual Employee failing to give the required notice one hours' wages will be paid or forfeited as applicable.
- 2.6.8 Subject to the evidentiary and notice requirements in clause 6.2.26 and 6.2.13 of this Agreement, a Casual Employee is entitled to not be available to attend work or to leave work if they need to care for members of their immediate family or household who are ill or injured and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 2.6.9 The Employer and the Casual Employee will 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 Casual Employee is entitled to not be available to attend work for up to two days per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.
- 2.6.10 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.
- 2.6.11 An Employer may only engage a person as a Casual Employee in the following circumstances:
- (a) if the hours and patterns of work fluctuate substantially and are not regular or systematic; or
  - (b) hourly, for a period of up to four consecutive weeks in each engagement; or
  - (c) in any other situation agreed between the Employer and Union.
- 2.6.12 For the purposes of this clause:
- (a) an **'eligible casual Employee'** is an Employee described as a Casual Employee who:

- (i) completed two or more years of service with the Employer in the same or a similar role without a break in service; and
    - (ii) has a record of satisfactory performance in their role; and
    - (iii) who is engaged at a classification and remuneration level below General Division Level 9.1, as identified in the Public Sector CSA Agreement 2022 or its replacement.
  - (b) a ‘**break in service**’ is a period of more than 30 days during which a person is not engaged by the Employer to perform work, attributable to fluctuating demand or business need or taken at the request of the employee.
  - (c) If a question arises in a dispute under this Agreement as to whether a break between contracts constitutes a break in service, it is the responsibility of the Employer to demonstrate the break was attributable to fluctuating demand or business need, or in response to an employee request, and was not imposed to avoid an obligation to review or permanently appoint an employee.
- 2.6.13 The Employer must review the circumstances of an eligible Casual Employee’s engagement to determine whether or not they meet a circumstance described in subclause 2.6.11 no later than three months after:
- (a) the date on which the employee completes two years of service with the same Employer in a same or similar role without a break in service;
  - (b) for an employee who is an eligible Casual Employee on the date of registration of this Agreement – that date; and
  - (c) for an employee who has continued to be engaged as a Casual Employee without a break in service – each second anniversary of the date referred to in 2.6.13(a) or 2.6.13(b).
- 2.6.14 If, after carrying out a review referred to in subclause 2.6.13, the Employer determines an employee’s engagement does not meet a circumstance listed in subclause 2.6.11, the Employer must:
- (a) establish a new permanent position reflecting the duties of the casual role at the FTE equivalent to the average hours worked by the Employee for the preceding six months, unless:
    - (i) the CEO (or delegate) of the Employer certifies in writing that the role performed by the Employee:
      - has been wholly or substantially externally funded and the funding source will no longer be available; or
      - can no longer be funded from within the PTA’s approved expense limits;

- (ii) the average weekly hours worked by the employee for the preceding three months are less than the minimum shift hours allowed to be worked by a permanent employee under this Agreement; and
- (b) no later than two weeks after the date of the review:
  - (i) advise the employee in writing of the review outcome and the reasons for it; and
  - (ii) if the Employer has established a new position, and unless a circumstance in subclause 2.6.15 applies, the Employer will offer the employee permanent appointment to the newly established position.
- 2.6.15 The employee whose engagement is the subject of a review resulting in the establishment of a new position is entitled to be appointed permanently to the position unless the employee is in Australia on a visa with a fixed duration.
- 2.6.16 If, after carrying out a review referred to in subclause 2.6.13, the Employer determines the casual engagement meets a circumstance described in subclause 2.6.11, the Employer must give the employee in writing no later than two weeks after the date of completing the review:
  - (a) a statement of the review outcome and the reasons for it; and
  - (b) a plain-language summary of an Employer's obligations under this clause to establish permanent positions where employees have been working regular and systematic hours over a qualifying two-year period, and the actions the employee can take if they disagree with the review outcome.
- 2.6.17 If an employee does not accept an offer of permanent employment, the Employer may (at the Employer's discretion) continue to engage the employee as a Casual Employee in a different position, subject to the requirements of clause 2.6.11.
- 2.6.18 The review mechanisms and processes detailed in sub clauses 2.6.11 to 2.6.17 inclusive are to be reviewed over the life of this Agreement.

## **2.7 FIXED TERM CONTRACT EMPLOYMENT**

- 2.7.1 Subject to this clause and in accordance with clause 2.3 – Commencement of Employment, employees may be employed on contracts having fixed terms.
- 2.7.2 Before employing a person as a fixed term contract employee or providing a new or extended fixed term contract to an employee, the Employer must first consider whether any permanent Surplus employees can undertake the role or duties required. If a permanent Surplus Employee can undertake the role or duties, they will be offered the employment.
- 2.7.3 Where more than one appropriate permanent Surplus Employee exists, the following hierarchy will apply for access to the role or duties:

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

2.7.4 In exercising their employing authority, Employers may only employ a person as a fixed term contract employee in the following circumstances:

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

2.7.5 Employees appointed for a fixed term will be advised in writing of the terms of the appointment, including the circumstances of the appointment as provided under sub clause 2.7.4 and such advice will specify the dates of commencement and termination of employment.

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

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

2.7.7 For the purposes of this clause:

- (a) an 'eligible fixed term employee' is a fixed term employee:
  - (i) who has completed two or more years of service in the same or a similar role under one or more fixed term contracts with the Employer without a break in service;



- (ii) has a documented record of satisfactory performance in their role;
  - (b) a break in service is between contracts of more than two weeks, attributable to fluctuating demand or business need, or taken at the request of the employee.
  - (c) Any period between contracts for which payment in lieu of leave has been made by the Employer does not count towards calculating the two-week period.
  - (d) If a question arises in a dispute under this Agreement as to whether a break between contracts constitutes a break in service, it is the responsibility of the Employer to demonstrate the break was attributable to fluctuating demand or business need, or in response to the employee's request and was not imposed to avoid an obligation to review or permanently appoint an employee.
- 2.7.8 The Employer must review the contract and the circumstances of the work being performed by the employee at the time of the review to determine whether the fixed term employment meets a circumstance listed in subclause 2.7.4.
- 2.7.9 The review at 2.7.8 must take place, no later than three months after:
- (a) the date on which an employee became an eligible fixed term Employee;
  - (b) for an employee who is an eligible fixed term employee on the date of registration of this Agreement – that date; and
  - (c) for an employee who continues to be employed on a fixed term contract in the same or a similar role without a break in service – each second anniversary of the date referred to in paragraph 2.7.9(a) or (b).
- 2.7.10 If, after carrying out a review referred to in subclause 2.7.9, the Employer determines the fixed term employment does not meet a circumstance listed in subclause 2.7.5, the Employer must appoint the employee permanently to the same position at their current FTE.
- 2.7.11 The requirement at 2.7.5 does not apply if the PTA's CEO (or CEO's delegate) certifies in writing that the role performed by the fixed term employee can no longer be funded from within the PTA's approved salary expense limits.
- 2.7.12 If, after carrying out a review referred to in subclause 2.7.9, the PTA determines the fixed term contract meets a circumstance listed in subclause 2.7.5, the PTA must give the employee in writing no later than two weeks after the date of completing the review:
- (a) a statement of the review outcome and the reasons for it; and
  - (b) a plain-language summary of the Employer's obligations under this clause to appoint eligible fixed term employees to permanent employment, and the actions the employee can take if they disagree with the review outcome.
- 2.7.13 For the purposes of 2.7.9 if an eligible fixed term employee is employed under multiple fixed term contracts with the Employer, each contract and the circumstances of the work being performed under it is to be reviewed individually.

## **2.8 JOB SHARE**

- 2.8.1 The Employer may agree to two employees entering into a job share arrangement where a full-time job is shared between the two employees. Applications to job share must be cost neutral to the Employer and will be assessed on an individual basis for suitability to operational requirements. Employees entering into a job share arrangement must be employed in the same classifications and at the same home depot.
- 2.8.2 The Employer and the relevant employees will enter into a written job share agreement covering operating conditions such as hours of employment, absence from employment due to annual leave, personal leave and any other relevant matters.
- 2.8.3 If the arrangement would comply with this Agreement if the work were being done by one employee, then where there is any conflict between the job share agreement and the provisions of this Agreement dealing with part time employment, the job share agreement will prevail.
- 2.8.4 The Employer may terminate the job share arrangement by giving four weeks' notice to the relevant employee/s if any of the following events occur:
  - (a) The employment of one of the employees involved in the job share arrangement is terminated by the Employer or the employee;
  - (b) The arrangement is no longer consistent with the operational requirements of the business.
- 2.8.5 In the circumstances of subclause 2.8.4 any ongoing employment will require the resumption of fulltime duties at a location determined by the Employer following consultation with the affected employee/s unless an alternative arrangement is agreed between the employee/s and the Employer.

## **2.9 PROBATION**

- 2.9.1 Current Employee
  - (a) A current employee's appointment or promotion to a position will be subject to a probationary period of three months. The probationary period may be extended by express agreement between the parties to this Agreement.
  - (b) Subject to satisfactory performance an employee's appointment will be confirmed at the conclusion of the probationary period.
  - (c) During the probationary period, if the employee's performance is not satisfactory, the Employer may give the employee one weeks' notice and return the employee to the classification held immediately prior to the employee's appointment to the new position.

### 2.9.2 New Employee

- (a) A new employee's appointment to a position in the PTA will be subject to a probationary period of six months.
- (b) Subject to satisfactory performance an employee's appointment will be confirmed at the conclusion of the probationary period. The probationary period may be extended by express agreement between the parties to this Agreement.
- (c) During the probationary period, if the employee's performance is not satisfactory, the Employer may terminate the contract of employment by giving the employee one weeks' notice or payment in lieu of notice.

2.9.3 For the purpose of this subclause the probationary period will be inclusive of the training period.

2.9.4 Railcar Drivers appointed from Transperth Train Operations to Transwa.

- (a) The appointment will be subject to the employee being successful in qualifying in the operation of the Prospector / Avon Link Railcars (if appointed to East Perth) or the Australind Railcars (if appointed to Bunbury) and routes they operate on. Failure to qualify will result in the employee returning to their former position of Railcar Driver Transperth Train Operations.

## 2.10 ORDINARY DUTIES

2.10.1 The Employer may direct an employee to:

- (a) carry out duties within the limits of their skill, competence and training, including work which is incidental or peripheral to their main task or function; and
- (b) use tools, equipment and vehicles as necessary for the performance of their duties provided that the employee is competent or has been properly trained in the use of such tools and equipment.

2.10.2 Employees are required to work as rostered or otherwise agreed to and from any location, and this may include travelling as a passenger or driving themselves (and other PTA employees or contractors as passengers if required) in a motor vehicle at any time during a shift.

2.10.3 Employees will carry out any marshalling required in the operation of railcars. The marshalling may be performed at stations, sidings or depots at any time during the shift.

2.10.4 Employees will operate railcars in any required configuration including, but not limited to, single or multiple railcars.

## **2.11 HIGHER DUTIES**

- 2.11.1 An employee, who is required to undertake on a temporary basis, duties and responsibilities of a classification referred to in this Agreement which attracts a higher rate of wage than the employee's normal rate of wage, will be paid the rate of wage for the higher classification on the following basis:
- (a) If a Full Time Employee or Part Time Employee acts in another position for periods of up to one week then the pay will be the Ordinary Wage Rate plus any applicable penalties relevant to the acting position – not the Aggregated Wage Rate (if applicable).
  - (b) If a Full Time Employee or Part Time Employee acts in another position for a period of one week or more then the pay will be at the Ordinary Wage Rate (if the wage of acting position is non aggregated), or the Aggregated Wage Rate for the acting position;
    - i) provided that if the weekly rate of pay that the person normally receives is higher than that applicable to the acting position then the employee's normal rate of pay will apply. In this context "normal" means the total amount of pay the employee receives in their substantive position, which may or may not be subject to an aggregated pay rate. Where the employee's existing pay rate is aggregated then that is the "normal" rate of pay for that employee.
  - (c) If an employee works any part of a shift at a higher level, the PTA will pay at that higher level for the total shift. The higher rate of pay will only apply to those shifts where the employee has carried out the work at the higher level for all or part of the shift.
- 2.11.2 An employee who acts at the higher level for a continuous period of 12 months or more and proceeds on a period of annual leave or any other approved leave of 4 weeks or less will be entitled to receive payment of such allowance for the whole or part of the period of leave, except for seven day or 24-hour rostered employees who will be five weeks or less.
- 2.11.3 An employee who acts at the higher level for a continuous period of 12 months or more and proceeds on a period of annual leave or any other approved leave of five weeks or more will be entitled to receive payment of such allowance on a pro rata basis during the period of leave, except for seven day or 24 hour rostered employees who will receive payment of such allowance on a pro rata basis where the employee proceeds on a period of normal annual leave or any other approved leave of six weeks or more.
- 2.11.4 Any employee required to perform work in a lower grade for any shift or portion thereof will not have their wages reduced whilst employed in such lower capacity.

## **2.12 UNSATISFACTORY PERFORMANCE**

- 2.12.1 Where an employee engages in an employment related act or omission so that it appears to the Employer that the employee is unable to utilise appropriate skills to carry out tasks associated with a particular job competently and in a manner that meets the reasonable expectations and service needs of the Employer, then the matter may be dealt with by the Employer under its Performance Management Policy and Procedure as amended from time to time or under any more specific procedure established by the Employer established for unsatisfactory performance of that nature.
- 2.12.2 The outcome of a performance management process may include a transfer, a demotion or a dismissal. Where the Employer applies such an outcome for reasons of unsatisfactory performance, that outcome will not be a disciplinary penalty unless it is expressed to be so by the Employer and may be reviewed by means of the Dispute Resolution Procedure, including by making an application to the Commission to deal with the matter.

## **2.13 DISCIPLINE**

### **2.13.1 Definitions**

- (a) “Breach of Discipline” includes:
- (i) an act of misconduct; or
  - (ii) negligence or carelessness of an employee in the performance of their functions; or
  - (iii) a conviction for an offence contemplated at subclause 2.13.19.
- (b) “Chief Executive Officer” means the Chief Executive Officer or their nominated representative, and for the purpose of subclause 2.13.18 or 2.13.21, the Chief Executive Officer may only nominate the Managing Director of the Public Transport Authority or the General Manager.
- (c) “First Notification” means a notification given under subclause 2.13.4.
- (d) “General Manager” means the General Manager, Transwa.
- (e) “Investigator” will be the person given responsibility to investigate on behalf of the Employer an alleged breach or breaches of discipline by an employee.
- (f) “Misconduct” will have its ordinary meaning.

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

- 2.13.3 Notwithstanding subclause 2.13.5, an employee will, if called upon, provide any report or statement required by the Employer in relation to an investigation into any incident occurring in the course of the employee's duties. Such a report or statement may be required and provided prior to the Employer determining that it reasonably suspects a Breach of Discipline and that further action is required.
- 2.13.4 *Step One: First Notification:* Where the Employer reasonably suspects that an employee has committed a Breach of Discipline, and the Chief Executive Officer decides that further action is required, the Chief Executive Officer must notify the employee of the nature of the suspicion. This first notification:
- (a) will be in writing;
  - (b) will record the date on which the employee's act came to the attention of the Employer, being the date on which a nominee of the Chief Executive Officer had first knowledge of the act or received a substantive complaint or report;
  - (c) will be issued to the employee within 28 calendar days of the date on which the act came to the attention of the Employer, failing which, subject to subclause 2.13.26, formal disciplinary action cannot be taken;
  - (d) will record the nature of the Employer's suspicion sufficiently to give the employee a reasonable opportunity to submit a written statement of events, an explanation or otherwise respond but need not be a formal allegation and is not required to include or refer to all evidence upon which the suspicion is based;
  - (e) will nominate a date by which the employee may provide any response which allows a reasonable opportunity to respond in all the circumstances, provided that a period of 14 calendar days will usually be sufficient; A longer time may be agreed by the Employer on the employee's request provided that the Employer will not refuse a reasonable request;
  - (f) will nominate the date by which any disciplinary process must be completed, if formal disciplinary action is pursued, calculated by reference to this date of First Notification in accordance with subclause 2.13.25; and
  - (g) may also be a formal allegation of Breach of Discipline, where the Chief Executive Officer considers there are already sufficient grounds to make such an allegation and where it complies with subclause 2.13.8.
- 2.13.5 After receiving a First Notification, the employee may either respond or advise the Employer that they do not propose to respond. Any response provided by the employee will be treated as a preliminary response, taking into account the circumstances in which that response is given. An employee's choice whether to respond to the notification and the nature of the response may be a relevant consideration in any later disciplinary decision.
- 2.13.6 The Chief Executive Officer will consider whether there are sufficient grounds to make a formal allegation of a Breach of Discipline against the employee and whether the matter warrants being dealt with as a disciplinary matter, taking into account any first notification and any response, and will decide to:

- (a) initiate formal disciplinary action;
  - (b) refer the matter to be managed by the Employer under its Performance Management Policy and Procedure as amended from time to time;
  - (c) issue a warning to the employee that certain conduct is not acceptable (which will not be a finding that such conduct has occurred);
  - (d) refer the employee for counselling or for training and development; or
  - (e) take no further action.
- 2.13.7 The Employer will inform the employee in writing of the Chief Executive Officer's decision, including where relevant any finding by the Chief Executive Officer that there had not been a Breach of Discipline.
- 2.13.8 *Step Two: Formal Allegation of Breach of Discipline:* Where the Chief Executive Officer decides to initiate further disciplinary action, the Employer will notify the employee of the formal allegation of a Breach of Discipline against the employee and the notification will:
- (a) be in writing;
  - (b) record the nature of the allegation against the employee;
  - (c) nominate the date by which any disciplinary process must be completed, recalculated in accordance with subclause 2.13.26; and either:
  - (d) advise the employee that the allegation will be the subject of further investigation; or
  - (e) Where the employee's response to the First Notification was an admission, advise the employee of any proposed adverse finding in relation to that allegation, which advice will comply with subclause 2.13.17.
- 2.13.9 *Step Three: Further Disciplinary Investigation:* An Investigator conducting any disciplinary investigation may determine the procedure followed and will conduct the investigation with as little formality and technicality as the principles of procedural fairness, substantial compliance with applicable PTA policies and procedures and the circumstances of the matter permit.
- 2.13.10 An employee will, if called upon, provide any report or statement and/or attend an interview with the Investigator in relation to an investigation into a Breach of Discipline and will follow any lawful and reasonable instructions given by the Chief Executive Officer for the purposes of investigating the suspected breach.
- 2.13.11 An employee who is believed to be a witness to a suspected Breach of Discipline will, if called upon, follow any lawful and reasonable instructions given by the Chief Executive Officer for the purposes of investigating the suspected breach.

- 2.13.12 During a discipline process an employee may have an independent support person present at any meeting. However, that person is only to provide support and advice and is not to engage in the discussion unless the person conducting the investigation deems it appropriate to do so. The support person must be reasonably available and cannot be a person involved in the matter under investigation.
- 2.13.13 If during the course of an investigation it comes to the attention of the Employer that the employee may have committed other Breaches of Discipline which are not the subject of the investigation and which had not previously come to the attention of the Employer, then the Employer may investigate those matters. If the allegation or allegations are investigated as part of the investigation already being conducted, then the disciplinary process into the additional allegation or allegations will not be invalid for non-compliance with subclauses 2.13.4 to 2.13.8 but the Employer must inform the employee of any additional allegation in writing, the employee must be given a proper opportunity to respond to the allegation and procedural fairness must be accorded to the employee in relation to any additional allegation. Where subclauses 2.13.4 to 2.13.8 are not complied with, the time for completion of the discipline process in relation to any additional allegation will be calculated from the date of the first notification of the initial allegation being investigated. Where subclauses 2.13.4 to 2.13.8 are complied with, the time for completion of the discipline process in relation to any additional allegation will be calculated from the date of the first notification of the additional allegation.
- 2.13.14 The Investigator will at the conclusion of the investigation report to the Chief Executive Officer on the investigation and on the findings open to the Chief Executive Officer. For the avoidance of doubt, the Investigator's report and findings are provided to assist the Chief Executive Officer. It remains open to the Chief Executive Officer to consider all evidence and relevant factors in determining a decision.
- 2.13.15 At any time during or at the conclusion of the investigation, the Chief Executive Officer may decide to:
- (a) refer the matter to be managed by the Employer under its Performance Management Policy and Procedure as amended from time to time;
  - (b) issue a warning to the employee that certain conduct is not acceptable (which will not be a finding that such conduct has occurred);
  - (c) refer the employee for counselling or for training and development; or
  - (d) take no further action.
- 2.13.16 The Employer will inform the employee in writing of any such decision and the reasons for the decision, including where relevant any finding by the Chief Executive Officer that there had not been a Breach of Discipline.
- 2.13.17 *Step Four: Opportunity to Respond to Proposed Adverse Finding and any Proposed Penalty:* The Chief Executive Officer will advise the employee of:
- (a) any proposed adverse finding in relation to the allegation of Breach of Discipline made against the employee or any other Breaches of Discipline which came to the attention of the Employer in the course of the investigation;



- (b) the results of the investigation and the evidence relied upon by the Chief Executive Officer in support of the proposed finding;
  - (c) the range of penalties the Chief Executive Officer is considering applying if the finding is confirmed;
  - (d) the time within which the employee is required to provide any written response as to the finding and as to the appropriate penalty, which will be not less than 14 days. A longer time may be agreed by the Employer on the employee's request provided that the Employer will not refuse a reasonable request; and
  - (e) the date by which any disciplinary process must be completed, recalculated in accordance with subclause 2.13.26.
- 2.13.18 *Step Five: Final Determination:* After receiving any response from the employee to the advice of proposed adverse findings, or after the nominated date by which the employee was required to provide any response, the Chief Executive Officer will review the evidence, including the employee's response, and make a final determination on the allegation of Breach of Discipline and decide which if any penalty from the list of penalties in subclause 2.13.21 should be applied.
- 2.13.19 *Criminal Conviction of an Employee:* The Chief Executive Officer is able to take disciplinary action against an employee who has been convicted of an offence which has a relevant connection to the employment. An employee who has been convicted of such an offence which:
- (a) involves:
    - (i) fraud or dishonesty; or
    - (ii) willful damage to or destruction of the property of others;
  - (b) is committed against the persons of others; or
  - (c) is punishable on conviction by imprisonment for two years or more.
- 2.13.20 An employee who has been convicted of such an offence will notify the Employer and such a conviction may be taken as if a Breach of Discipline has been found to have been committed so that no further disciplinary investigation or finding is required. The Chief Executive Officer may choose to apply any of the penalties listed at subclause 2.13.21, subject to subclause 2.13.22. The Chief Executive Officer will write to the employee and advise if they proposes to apply any penalty and the employee is to be provided with an opportunity to respond prior to a final determination as to penalty being made.
- 2.13.21 *Penalties:* Where a Breach of Discipline has been found to have been committed, the Chief Executive Officer may apply any of the following penalties:
- (a) no penalty;
  - (b) a reprimand (which may include a final reprimand);

- (c) a permanent or temporary transfer to another location within the PTA or to another employment position within the PTA, including to a position to which this agreement does not apply;
  - (d) a permanent or temporary demotion to a lower position to which this agreement applies;
  - (e) a permanent or temporary demotion to another position to which this agreement does not apply; or
  - (f) dismissal.
- 2.13.22 The type of penalty applied must be proportionate to the conduct which gave rise to the Breach of Discipline or must be reasonably suitable in consideration of all of the circumstances of the case.
- 2.13.23 Appeal: Where a Breach of Discipline has been found to have been committed, the employee found guilty of the Breach of Discipline, will have a right to appeal the decision of the Chief Executive Officer and any associated penalty, by notification and direct referral of a dispute to the Commission by a party on the employee's behalf under subclause 8.1.5.
- 2.13.24 Stand Down from Operational Duties: During the course of an investigation, an employee may be stood down from operational duties. The Chief Executive Officer may provide alternative duties or allow the employee not to attend the workplace. Where the employee is a shift employee, the employee will be paid a wage equivalent to weekly base rate plus afternoon shift penalties until a final determination is made. If a finding of Breach of Discipline is not made against the employee, the employee will be paid the difference between the weekly base rate plus afternoon shift penalties and the average of the employee's weekly pay in the three months prior to date the employee was stood down from operational duties.
- 2.13.25 Time Frames: The discipline process will be completed within six months from the date of the first notification, or within such other extended period of time as is provided for in this Agreement.
- 2.13.26 The minimum periods specified throughout subclause 2.13 in which a notification is to be given or a determination is to be made will be extended:
- (a) by reason of a delay caused by the employee or their representative, to the extent of the delay;
  - (b) by reason of the absence from duty of the affected employee through illness or other authorised leave, to the extent of that absence;
  - (c) By one day for each public holiday that falls within the minimum period;
  - (d) by reason of the suspension of the Employer's disciplinary process during an investigation of the allegation by Police or by the Corruption and Crime Commission, or awaiting the outcome after being charged with a criminal offence, to the extent of the duration of that investigation; or

- (e) by reason of any extension granted under 2.13.4(e) or 2.13.4(d); or
- (f) by mutual agreement between the parties.

## **2.14 STAND DOWN**

2.14.1 Where on any day or part of a day, the Employer is unable to provide useful work for the employee as a result of:

- (a) industrial action, whether or not on the part of the Employer's employees; or
- (b) any cause outside of the Employer's control,

the Employer is entitled to stand down the employee and not pay the employee for the day or part of a day.

2.14.2 Subject to the Employer's approval the employee may elect to have the day or part of a day paid as annual leave provided the employee has such leave entitlement.

## **2.15 TERMINATION**

2.15.1 Notification Period

- (a) Except as provided in clause 2.9 the contract of employment may be terminated by the Employer or employee giving notice as provided in the following table:

<b>Employee's period of continuous service with the Employer</b>	<b>Minimum Period of notice</b>
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (b) Provided that where the employee is aged over 45 years and has more than two years continuous service, the period of notice will be five weeks.
- (c) Where mutually agreed a shorter period of notice may be given without payment, or forfeiture of payment in lieu.
- (d) Summary Dismissal. 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. Normal disciplinary procedures do not apply in this case.

2.15.2 Other than provided above in subclause 2.15.1(a) the contract of employment may be terminated by:

- (a) the employee, by giving four weeks' notice in writing, or forfeiting four weeks' payment in lieu of such notice; or
- (b) the Employer, by giving four weeks' notice in writing, or paying four weeks' pay in lieu of such notice, provided that where the employee is aged over 45 years and has more than two years continuous service the period of notice will be five weeks; but
- (c) provided that where mutually agreed a shorter period of notice may be given without payment or forfeiture of pay in lieu.

## **2.16 REDEPLOYMENT AND REDUNDANCY**

2.16.1 The parties to this Agreement acknowledge that the *Public Sector Management Act 1994* (PSMA) and the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (Regulations) provide the legislative framework for redeployment and redundancy for all employees covered by this Agreement. If the provisions of this Agreement and the Regulations are inconsistent, the provision of the Regulations will prevail.

2.16.2 The Employer and prospective Employer will assess the Suitability of a Surplus employee broadly which includes, but is not limited to:

- (a) acknowledging that the employee's classification level illustrates core competencies for that classification level;
- (b) providing sufficient weight to the employee's knowledge, skills and experience; and
- (c) recognising the transferability of skills to roles where a direct fit may not exist.

2.16.3 The Employer and prospective Employer will seek to place Surplus employees in suitable positions in accordance with subclause 2.16.2.

2.16.4 The Employer will provide Surplus employees with direct access to priority vacancies through the online Recruitment Advertising Management System.

2.16.5 The Employer will provide Surplus employees with case management in line with the Public Sector Commission's Redeployment and Redundancy Guidelines and the Public Sector Commission's Redeployment and Redundancy Guidelines Appendix A – Case Management or any revised arrangement subsequent to the review of the redeployment and redundancy provisions. The Employer will ensure that Surplus employees are provided with an appropriately skilled case manager/s, a skills audit and continual support to find Suitable employment.

- 2.16.6 Upon notification of registration, the Employer will provide an employee who is notified of the Employer's intention to register them under regulation 18 of the Regulations with the written reason/s for the intended registration and the possible employment, placement and training options available to them.
- 2.16.7 Where the Employer is able to do so consistent with Commissioner's Instruction No. 12 – Redeployment and Redundancy, the Employer may Suspend the Redeployment period of a Registered employee for the duration that the employee is participating in retraining, a secondment or other employment placement arrangement. Where suspension of the total duration would exceed the allowable duration under Commissioner's Instruction No. 12 – Redeployment and Redundancy, the Employer may Suspend the Redeployment period for the portion allowable.
- 2.16.8 When a Registered employee enters the last three months of their Redeployment period, the Employer will notify the Union as soon as possible.

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

#### **3.1 WORK GROUPS**

3.1.1 The hours of work and associated conditions for the following wages work groups are contained in Schedule 2: Transwa Wages Work Groups – Work Hours & Conditions.

- (a) Station Attendants.
- (b) Road Coach Operators.
- (c) Railcar Drivers & Railcar Driver Trainers.
- (d) Railcar Driver Coordinators.
- (e) Senior Passenger Assistants/ Passenger Assistants.

#### **3.2 ROSTERING ARRANGEMENTS**

- 3.2.1 This subclause applies to all employees listed in the classifications contained within this Agreement. Provided that the parties to this Agreement may agree in writing to alternative rostering arrangements than those provided by this subclause should they be necessary to facilitate the implementation of a new rostering system.
- 3.2.2 Employees may elect to form a rostering committee. Where formed, the PTA will consult with the rostering committee to develop and modify rosters consistent with operational requirements of the business and the reasonable needs of employees.
- 3.2.3 A Master Roster will be exhibited primarily for the purpose of indicating all Protected Days Off and all known work. Protected Days Off are not to be moved once placed on the Master Roster, unless it is necessary to change the Master Roster to accommodate a permanent change in services provided. (Road Coach Operator's rosters are posted annually and Protected Days Off may be altered for changed rosters that cover long weekends, school holidays and boarders long weekends as agreed with the Road Coach Operator representative). A Protected Day Off will be 24 hours commencing 0001 hours to 2400 hours on the day designated as the protected day off.
- 3.2.4 In preparing the Master Roster at each depot the Employer will maximise each employee's time off including consecutive days off and reasonable time off on weekends.
- 3.2.5 To the extent that it is reasonably practicable, rosters will be balanced so that employees work a similar number of hours and shifts, including additional shifts, in providing required services for a location.
- 3.2.6 Where a change to a Master Roster is proposed, consultation will occur with the affected employees and the rostering committee (if applicable) and will commence at least 28 days prior to the intended implementation date of the new roster.
- 3.2.7 Following consultation, the final Master Roster is to be posted at least 14 days in advance of implementation.

- 3.2.8 The Master Roster will assign sign on and sign off times.
- 3.2.9 A Working Roster will be posted 10 days in advance of it becoming operational. Such roster is to reflect the Master Roster as far as practicable and will only change as a result of employee absence from the workplace on account of personal illness, workers compensation, and family leave arrangements and/or a driver relieving at another depot, but such changes will not allow a Protected Day Off to be altered from the Master Roster as expressed within the Working Roster.
- 3.2.10 Notwithstanding subclause 3.2.9, an employee who is on leave of absence for the purposes of witness or jury service in accordance with subclause 6.12 Witness and Jury Service or occupational safety and health training may have their Protected Day Off altered from the Working Roster to the Saturday. An employee called for witness service on their Protected Day Off may request an alternate Protected Day Off in that week in accordance with subclause 6.12.2.
- 3.2.11 Changes to Working Roster
- (a) Where it is proposed to alter the Working Roster for the next cycle and the alteration is known prior to the roster being posted, the employee whose rostered Working Line is to be affected is to be advised in writing of the proposed alteration when it becomes known.
  - (b) Where a Working Roster requires adjustment following its posting, such that an employee is required to change from one shift to another, a period of 24 hours' notice will apply, as far as practicable.
  - (c) The Employer will ensure that when the Working Roster requires adjustment to cater for employee absence, as described in subclause 3.2.9, such adjustment is to be kept to a minimum, with the least disruption to other rostered shifts as is possible.
  - (d) Where a Working Roster requires adjustment following its posting, such that an employee is required to work on a Blank Day, a period of seven days' notice will apply, unless the employee agrees to a shorter period of notice, or it is a mutual shift exchange.
- 3.2.12 Protected Days Off
- (a) For the purpose of this subclause the roster cycle is a week period.
  - (b) Employees will be rostered one day off (known as "Protected Days Off") in each roster cycle, which are guaranteed to each employee.
  - (c) No employee will be required to work on their Protected Day Off (PDO), however should such employee agree to work their PDO or a shift is extended into a PDO, such employee will be paid at the rate of double time for all time worked for that shift.

### 3.2.13 Blank Day

- (a) In a roster that operates from Sunday to Saturday there may be one or more Working Lines to show what shifts are to be worked in a particular week. As there are restrictions on the number of shifts an employee can perform in a week the days on which there are no shifts, other than a PDO, are referred to as or Blank Days.
- (b) Blank Days can be altered to meet operational requirements. Employees must be advised in accordance with subclause 3.2.11(a). Where an employee is rostered to work on a Blank Day (as shown on the Master Roster) and an alternate Blank Day is not shown prior to the roster being posted, the shift rostered on the Blank Day is to be highlighted as the overtime shift and paid in accordance with subclauses 3.3.3(c) or 3.3.3(d).

### 3.2.14 Mutual Changes of Shifts

- (a) Unless otherwise agreed by the parties to this Agreement, to meet and facilitate employees' personal/family and community commitments, the mutual changing of a rostered shift will be permitted within the same roster cycle. The mutual change may involve current and future shifts of differing lengths but will not breach fatigue management principles.
- (b) The Employer will not be required to make any wage adjustment resulting from the mutual change of shift except for incidental expenses which will be paid based on the shifts actually worked by the employee.
- (c) Any application for a mutual shift swap must be signed by the employees who have reached agreement on such an arrangement.

### 3.2.15 Roster Relief Lines

- (a) Except for 3.2.15(c) and 3.2.15(d) where a Railcar Driver or Road Coach Operator is rostered on a relief line and that Driver or Operator is not proceeding on annual or long service leave, then the Driver or Operator should, wherever practical, be assigned to cover a full Working Line.
- (b) In the case of Railcar Drivers where the relief lines are concurrent, where the same Railcar Driver's work is to be covered for more than a week then the two Working Lines should follow on wherever possible.
- (c) Where the Railcar Driver Coordinator requires a "driving trip" in order to maintain their knowledge of the road e.g. a trip to Kalgoorlie, the Railcar Driver Coordinator should be allocated one of the trips assigned to the relief lines on the Railcar Driver's Roster in order to maintain the integrity of the Master Roster i.e. Lines 13 – 15.
- (d) In order for the Driver Coordinator to maintain their knowledge of the Southwest Main and Picton Depot Working they are either to be utilized to cover leave relief or rostered for a refresher trip at least once in every six-week period.



- (e) Railcar Drivers who do not work over a road for a period in excess of eight weeks should be rostered for a refresher trip prior to being rostered to work over the road.

#### 3.2.16 Road Coach/Railcar Preparation and Stabling Times

- (a) Allowable times for the preparation and/or stabling of Road Coaches/Railcars on the different services are shown in Schedules 6 and 7.

#### 3.2.17 Fatigue Management

- (a) As outlined in the PTA's Fatigue Management Policy, it is the responsibility of the Employer and the employee to manage fatigue.
- (b) Operational rosters will be planned to meet both business needs and to minimise risks associated with fatigue.
- (c) Fatigue management will be taken into consideration when considering shift lengths or whenever an employee is required to perform an additional shift, mutually agrees to swap a shift, or a situation or emergency occurs that requires the employee to work an extended shift.

### 3.3 OVERTIME AND PENALTY RATES

- 3.3.1 For the purpose of calculating overtime and aggregation payments the following arrangements apply in respect to how portions of an hour are treated:

- 0 – 7 minutes, no payment.
- 8 – 22 minutes paid as 0.25 of an hour.
- 23 – 37 minutes paid as 0.50 of an hour.
- 38 – 52 minutes paid as 0.75 of an hour.
- 53 – 59 minutes paid as 1.00 hour.

- 3.3.2 Additional Hours Overtime: Additional Hours Overtime is time worked by a Full Time or Part Time Employee at the request of the Employer in excess of the employee's ordinary hours for the cycle, including:

- (a) time worked in excess of the rostered hours for a shift (extended shift); and
- (b) shifts worked in addition to those rostered (additional shift)

#### 3.3.3 Overtime Penalties

- (a) An extended shift worked from midnight Sunday to midnight Friday will be paid at the following rates:
  - (i) 1.5 times the applicable Ordinary Hourly Wage Rate for the first three hours and double time thereafter for employees whose wages are not aggregated;
  - (ii) Time and a half of the applicable Aggregated Hourly Rate for employees who are aggregated.

- (b) An extended shift worked on Saturday or Sunday will be paid at the following rates:
  - (c) Double the applicable Ordinary Hourly Wage Rate for employees whose wages are not aggregated
    - (i) time and a half of the applicable Aggregated Hourly Rate for employees who are aggregated
  - (d) An additional shift worked from midnight Sunday to midnight Friday will be paid at the following rate:
    - (i) 1.84 times the applicable Ordinary Hourly Wage for employees whose wages are aggregated and non-aggregated.
  - (e) an additional shift worked on Saturday or Sunday will be paid at the following rate:
    - (i) double the applicable Ordinary Hourly Wage for employees whose wages are aggregated and non-aggregated.
- 3.3.4 If a shift is altered on the pre posted roster, additional hours up to 11 can be used against the guaranteed week. Then all additional hours for the week above 40 will be at 1.5 times the applicable Aggregated Hourly Rate.
- 3.3.5 No Distance Allowance payment will be included with the additional shift overtime penalty rates shown above unless the additional shift:
  - (a) has been pre rostered in a Working Line as a result of a Public Holiday or School Holidays; and
  - (b) has not been used in determining the applicable Aggregate Wage Rate; and
  - (c) qualifies for a Distance Allowance payment in accordance with Clause 5.4.
    - (i) In this case a Distance Allowance payment will be payable in addition to the overtime shift rates prescribed above. Based on existing rosters, this would only apply to the additional Saturday service (East Perth - Augusta and return round trip) required from East Perth during the January, April and December School Holidays.
- 3.3.6 Weekend Penalties: The following rates will apply for shifts up to eight hours and no shift allowances apply.
  - (a) The following penalty rates apply to weekend shifts where the wage rate is aggregated (as the 'single' rate is already included in the weekly wage rate):
    - (i) Saturday - 0.5 times the ordinary hours at applicable Ordinary Hourly Wage Rate.
    - (ii) Sunday - 1.0 times the ordinary hours at applicable Ordinary Hourly Wage Rate.

(b) Weekend penalties are tallied and factored into the Aggregate Rate.

3.3.7 Rostered Shifts Longer than 11 Hours

(a) The following overtime penalties apply to shifts where the wage rate is aggregated.

(i) Time in excess of 11 hours per shift is tallied and factored into the Aggregate Wage Rate. Time over 11 hours in a shift is not counted toward the Ordinary Hours of Work or 'guaranteed' hours for the week. Hours in excess of 11 are factored into the Aggregate Component as follows: Number of hours worked in excess of 11 in any shift multiplied by the applicable Ordinary Hourly Rate times 2.0.

**3.4 OVERTIME ALLOCATION AND RECORDING**

3.4.1 A record of all overtime (additional shifts and daily overtime) worked by employees will be maintained by the Employer and be available for all employees to peruse.

3.4.2 Where it is necessary to roster an employee for an additional shift, the overtime should be offered to the employee with the least number of hours overtime, using the allocation methodology agreed between the parties which is provided for at 3.4.3. This is in order that over the course of a financial year all employees are given the same opportunity to work additional hours.

3.4.3 Effective from 1 July, the employee who has accumulated the least amount of overtime in the previous financial year will be allocated an overtime figure of zero to commence the financial year. Subsequent employees will carry forward overtime hours into the financial year based on the equation  $A - B = C$  where:

(a) A is the amount of hours accumulated by the employee in the previous financial year

(b) B is the amount of hours accumulated by the employee with the least amount of accumulated hours in the previous financial year and

(c) C is the amount of accumulated overtime hours the employee will commence the financial year with.

3.4.4 The parties to this Agreement may agree in writing to an alternative system of overtime allocation and recording than that provided by this subclause, should it be necessary to facilitate the implementation of a new rostering system.

3.4.5 The Employer will maintain up to date lists of all employee's overtime. This list should be updated at the completion of each roster cycle.

- 3.4.6 New employees coming on to the roster will be credited with the average overtime worked by the employees on that roster at the point of coming on to the roster as a fully qualified employee. For example, if a new Railcar Driver comes onto the roster and 170 hours overtime had been worked in total by the 17 Railcar Drivers in the financial year to date, the new employee will be credited as having worked 10 hours overtime.

### **3.5 GUARANTEED WEEK**

- 3.5.1 Subject to the provisions of this subclause the Employer will guarantee to each employee, other than a Casual Employee, a full week's work.

3.5.2 Full Time Employees

- (a) The Employer will guarantee each Full Time Employee a full week's work of no less than 38 ordinary hours per week on average across the roster cycle, worked from Monday to Friday for a five-day week or, for a six-day week worked on any five days Monday to Saturday inclusive.
- (b) Provided that for Full Time Employees engaged in continuous shift work, Sunday to Saturday, a full week's work will be 40 ordinary hours per week averaged across the roster cycle and will be worked from Sunday to Saturday inclusive.
- (c) If the 38 or 40 ordinary hours vary across a roster cycle, but remain an average of 38 or 40 weekly hours, as the case may be, then those hours constitute the guaranteed full week's work and there is no obligation on the Employer to add extra "make up time" to the weekly wage rate for the purposes of bringing one week's total up to the 38 or 40 hours, as the case may be.

3.5.3 Part Time Employees

- (a) The Employer will guarantee to each Part Time Employee a week's work of 24 ordinary hours, or the usual rostered hours posted per week, averaged across the roster cycle: whichever is the greater. Unless hours per week have been expressly varied by written agreement with the employee.

3.5.4 Exceptions to the Guaranteed Week

- (b) The guaranteed week may be reduced as follows:
  - (i) Any period where, by reason of any actions on the part of any section or employee or for any other cause which is beyond the Employer's control, the Employer is unable wholly or partially to carry on the running of the trains and or road coaches.
  - (ii) Any period that an employee's hours are varied or not worked due to workers compensation, other authorised leave of absence, or suspension without pay for disciplinary reasons.

## **4. WAGES**

### **4.1 WAGE RATES**

- 4.1.1 Wage rates applying to employees covered by this Agreement are shown in Schedule 3: Base Wage Rates and Schedule 4: Ordinary Wage Rates.
- 4.1.2 Schedule 3 shows the Base Weekly Wage Rate, based on a 40-hour week, which excludes annualised leave loading and Schedule 4 shows the Ordinary Weekly Wage Rate which includes annualised leave loading.
- 4.1.3 The Ordinary Weekly Wage Rates have been determined by multiplying the Base Weekly Rate for a work group by the applicable annual leave loading (refer to subclause 6.8.8).
- 4.1.4 The Base Wage Rate for a Railcar Driver Coordinator is established relative to the Railcar Driver Base Wage Rate plus 17%.
- 4.1.5 The Base Wage Rate for a Railcar Driver Trainer is established relative to the Railcar Driver Base Wage Rate plus 5.5%.
- 4.1.6 Schedule 3: Base Wages Rates provides for wage adjustments applying from 1 February 2023 and 1 February 2024. An employee who is employed by the Employer on the date of registration of this Agreement will, on registration of the Agreement, receive a payment equivalent to the additional wages that would have been paid had the wages in Schedule 3 been paid on and from 1 February 2023.

### **4.2 AGGREGATION OF WAGE**

- 4.2.1 Aggregation is a method of payment devised to ensure that employees who work over seven days of the week or the twenty-four hours of the day will each receive the same amount of penalty payments and allowances as other employees working the roster regardless of the penalties and allowances actually earned by each individual employee.
- 4.2.2 The fundamental premise of wage aggregation is that neither party (the PTA and its employees) should be advantaged or disadvantaged by the method used to pay employees.
- 4.2.3 Employees, other than the Railcar Driver Coordinator, who work over seven days of the week or the twenty-four hours of the day, may have their wages aggregated. The Railcar Driver Trainer is paid the Railcar Drivers Aggregate Component. There is no separate aggregation calculation.
- 4.2.4 Unless otherwise agreed between the parties to this agreement, the aggregated wage will be displayed on each Working Roster as posted.
- 4.2.5 The methodology relating to the Aggregated Wage Rate calculations is described in detail in Schedule 5: Aggregation Methodology of this Agreement. The Employer reserves the right to present changes to the methodology as part of the negotiations for a replacement Agreement.

- 4.2.6 The Aggregated Wage Rate will be recalculated in accordance with Schedule 5: Aggregation Methodology, where a change to the Aggregated employee's Base Wage Rate, shift penalty rates and/or a permanent change to the Master Roster would cause the Average Aggregate Component to vary more than 5% since the Aggregate Component was last determined. The recalculated Aggregated Wage Rate will apply from the first pay period on or after the date of the change that caused the recalculation.
- 4.2.7 The parties to this Agreement, on the understanding that there would be minimal financial impact for the Employer and the employee, have agreed that, during a calendar year, no variation will be made to the Aggregated Wage Rate based on the Master Roster to accommodate short term variations to the Aggregated Wage Rate as a result of changes to the Working Roster for public holidays, school holidays and boarders' weekends. This subclause applies to the East Perth, Albany and Geraldton Road Coach Operators Rosters where alternate rosters are provided to cater for public holidays, school holidays and boarders' long weekends as applicable. There is no impact on the Bunbury and Esperance Rosters.
- 4.2.8 The Aggregated Wage Rate will be revised annually to incorporate changes in the Base Wage Rates.

### **4.3 PAYMENT OF WAGES**

- 4.3.1 Wages will be paid fortnightly no later than the Friday in the week in which the payment is made.
- 4.3.2 All wages will be paid into accounts nominated by the employee with a bank, building society or credit union.
- 4.3.3 Where an employee can demonstrate that the employee has incurred a financial penalty due to the non-remittance of remuneration by the day provided for in subclause 4.3.1 of this subclause to the nominated financial institution as provided for in subclause 4.3.2 of this subclause the employee may recoup the penalty from the Employer unless the late remittance was:
- (a) due to actions (or inactions) of the employee such as the late or non-submission of applicable timekeeping or banking information; or
  - (b) of no fault of the Employer's or due to events outside the control of the Employer such as bank funds transfer errors.
- 4.3.4 For the purpose of this subclause, the Employer will not be responsible for any penalty incurred by an employee for non-remittance of funds into a trust account operated by the administrator, where the employee has entered into salary packaging arrangement.
- 4.3.5 Wage shortfalls: Where the Employer is informed by an employee that the employee has not been paid the full amount of wages due to the employee in a fortnightly pay the Employer will immediately investigate the matter. Where an underpayment is confirmed and determined to be the fault of the Employer, the Employer will pay the shortfall to the employee in the next fortnightly pay where practical.

#### 4.3.6 Recovery of Overpayments

- (a) The Employer has an obligation under the *Financial Management Act 2006* to account for public monies. This requires the Employer to recover overpayments made to an employee.
- (b) Any overpayment identified and proven and made to an employee will be repaid to the Employer within a reasonable period of time.
- (c) Where an overpayment is identified and proven, the Employer will provide the employee with the written details of the overpayment and notify the employee of their intent to recover the overpayment.
- (d) Where the employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the Employer and employee.
- (e) Arrangements for the recovery of an overpayment will be negotiated between the Employer and employee. Any negotiated agreement between the Employer and the employee will be evidenced in writing stating the amount to be deducted and the time period for the deductions to occur with a signed copy provided to both Employer and employee for their records.
- (f) If an amount of repayment cannot be agreed to between the Employer and employee as per subclause (e) above, the Employer may not deduct or require an employee to repay an amount exceeding 10% of the employee's net pay in any one pay period without the employee's agreement. This will be confirmed in writing with the employee.
- (g) If the employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with clause 8.1– Dispute Resolution Procedure. No deductions relating to the overpayment will be made from the employee's pay while the matter is being dealt with in accordance with the Dispute Resolution Procedure.
- (h) Nothing in this provision will be taken as precluding the Employer's legal right to pursue recovery of overpayments.
- (i) Where the Employer alters the pay cycle or pay day, any consequential variations to an employee's fortnightly wages and/or payments to compensate will not be considered an overpayment for the purposes of this subclause.

## 4.4 REMUNERATION PACKAGING

- 4.4.1 An employee may, by agreement with the Employer, enter into a remuneration packaging arrangement in accordance with the Public Transport Authority Salary Packaging Agreement or any similar remuneration packaging arrangement offered by the Employer.

- 4.4.2 Remuneration packaging is an arrangement whereby the entitlements under this agreement, contributing toward the Total Employment Cost (as defined in subclause 4.4.3 of an employee, can be reduced by and substituted with another or other benefits.
- 4.4.3 For the purpose of this subclause, Total Employment Cost (TEC) is defined as the cost of wages and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee Contributions.
- 4.4.4 The TEC, for the purpose of remuneration packaging, is calculated by adding:
- (a) the Ordinary Wage;
  - (b) other cash allowances, e.g. annual leave loading
  - (c) non cash benefits, e.g. Superannuation, motor vehicle etc.
  - (d) any Fringe Benefits Tax (FBT) liabilities currently paid; and
  - (e) any variable components, where commuted or annualised.
- 4.4.5 Where an employee enters into a wage packaging arrangement, they will be required to enter into a separate written agreement with the Employer that sets out the terms and conditions of the arrangement, including an irrevocable signed agreement to allow the Employer to deduct from the employee's wages any outstanding liabilities to be paid.
- 4.4.6 Notwithstanding any remuneration packaging arrangement, the wage rate specified in Schedules 3 and 4 of this Agreement is the basis for calculating related entitlements specified in this Agreement.
- 4.4.7 The remuneration packaging arrangement must be cost neutral in relation to the total cost to the Employer.
- 4.4.8 The remuneration packaging arrangement must also comply with relevant taxation laws and the Employer will not be liable for any additional tax, penalties or other costs payable or which may become payable by the employee.
- 4.4.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of Employer benefits under the remuneration packaging agreement, such tax, penalties and any other costs will be borne by the employee.
- 4.4.10 In the event of significant increases in FBT liability or administrative costs relating to arrangements under this subclause, the Employer may vary or cancel a remuneration packaging arrangement.
- 4.4.11 The cancellation of remuneration packaging will not cancel or otherwise affect the operation of this Agreement.
- 4.4.12 The Employer will not unreasonably withhold agreement to remuneration packaging on request from an employee.
- 4.4.13 The Dispute Resolution Procedure contained in this Agreement will be used to resolve any dispute arising from the operations of this subclause.



## **4.5 RECLASSIFICATION AND REVIEW**

4.5.1 An existing position classified under this Agreement may be reclassified to a different level if there is:

- (a) a significant change in work value, the complexity of duties and in the responsibilities required by the Employer for that position, such as necessitates a corresponding increase in the level of training, skills and competencies to perform the usual duties of that position;
- (b) clear evidence of changes in competency profiles, as independently assessed by a Registered Training Organisation that show the employee is undertaking more complex and demanding tasks; and
- (c) providing that reclassifications must maintain appropriate benchmarks and relativities equivalent to other positions in the public transport industry which are benchmarked against the Railway Employees Award No 18 of 1969 (REA) Level 4.

## **5. ALLOWANCES**

### **5.1 AGGREGATION COMPONENT**

5.1.1 The allowances used to determine an Aggregate Component for a Master Roster are contained in Schedule 5: Aggregation Methodology.

### **5.2 SHIFT WORK ALLOWANCES**

#### **5.2.1 Morning Shift**

- (a) This allowance is paid on a per hour basis up to a maximum of eight hours for shifts which commence at or between 0400 hours and 0530 hours (Monday to Friday). The allowance rate paid per hour is shown in Schedule 1: Allowances.

#### **5.2.2 Afternoon Shift**

- (a) This allowance is paid on a per hour basis up to a maximum of eight hours for shifts which commence before 1800 hours and the ordinary hours conclude at or after 1830 hours (Monday to Friday). The allowance rate paid per hour is shown in Schedule 1: Allowances.
  - (i) Example 1: An employee who commences shift at 07:45 and finishes at 18:45 works a total of 11 hours. The ordinary time of eight hours finishes at 15:45 which attracts no afternoon shift allowance. After 15:45 three hours overtime is payable.
  - (ii) Example 2: An employee who commences shift at 11:00 and finishes at 21:00 works a total of 10 hours. The ordinary time of eight hours finishes at 19:00 and afternoon shift allowance applies on those eight hours, after 19:00 two hours overtime is payable.

- (iii) Example 3: An employee who commences shift at 11:30 and finishes at 18:45 works a total of 7.25 hours. The ordinary time of 7.25 hours finishes at 18:45. Afternoon shift allowance applies on seven hours in accordance with subclause 5.2.4(b).

#### 5.2.3 Night Shift

- (a) This allowance is paid on a per hour basis up to a maximum of eight hours for shifts which commence at or between 1800 hours and 0359 hours (Monday to Friday). The allowance rate paid per hour is shown in Schedule 1: Allowances.
- (i) Note: Where a night shift commences on a Friday night and finishes Saturday morning, only the Friday time is counted toward the night shift allowance. Similarly, if a night shift commences on Sunday night and finishes Monday morning, only the Monday time is counted toward the night shift allowance. The Saturday and Sunday time will in such shifts attract the applicable weekend penalty rate.

#### 5.2.4 Late Shift

- (a) This allowance is paid on a per shift basis where ordinary time for a weekday (Monday to Friday) shift commences or finishes at or between 0101 hours and 0359 hours. The allowance rate paid per shift is shown in Schedule 1: Allowances.
- (b) In calculating the allowance under the shift allowances subclause, broken parts of an hour less than thirty minutes on any shift will be disregarded and 30 to 59 minutes paid as one hour.
- (c) Shift allowances are only paid on the first eight hours of any rostered shift as the hours beyond eight are paid in accordance with clauses 5.2.5 and 3.3.7.

#### 5.2.5 Long Shift Allowance (Rostered Shifts in excess of eight Hours up to 11 Hours)

- (a) The following allowances apply to shifts where the wage rate is aggregated.

(i) Monday to Saturday

For each shift between eight and 11 hours in duration all time in excess of eight hours up to 11 hours receives a long shift allowance and is paid at time and a half for the first three hours. The ordinary hours pay component is already factored into the Ordinary Hours of Work. The eight-11th hour penalty is factored into the Aggregate Component as follows: Each hour (up to three hours per shift) is multiplied by 0.5 times the applicable Ordinary Hourly Rate.

(ii) Sunday

For each shift between eight and 11 hours in duration all time in excess of eight hours up to 11 hours receives a long shift allowance) and is paid at double time. The ordinary hours pay component is already factored into the Ordinary Hours of Work. The eight-11th hour penalty is factored into the

Aggregate Component as follows: Each hour (up to three hours per shift) multiplied by 1.0 times the applicable Ordinary Hourly Rate.

### **5.3 HELD AWAY-FROM-HOME ALLOWANCE**

- 5.3.1 Held Away From Home (HAH) Allowance is applicable where an employee is rostered or directed to book off at a location other than their home depot and does not resume duty within 12 hours. HAH Allowance is only paid when an employee books off at a location with the intention of departing from such location for their home depot at which the employee is to be again released from duty.
- 5.3.2 HAH hours may be used to make up guaranteed hours for a week where the total of the shift hours for a Working Line are less than the guaranteed hours. That is, if the guaranteed hours for the week are 40 but the shift hours for a Working Line only add up to 38 then any HAH hours applicable to that Working Line (in this case up to a maximum of two hours) can be used to make up the guaranteed hours for the week. Any surplus HAH hours for the Working Line are then included in the Aggregate Component using the applicable Ordinary Hourly Rate.
- 5.3.3 Employees attract a HAH Allowance as follows:
- (a) Where an employee books off at a foreign location from a shift on a Monday through to Friday, and is required to resume duty the next day, any HAH hours that result can be used to supplement the guaranteed hours for the week to the extent that the guaranteed hours for that week are met. Any 'surplus' HAH hours are then included as an allowance (using the applicable Ordinary Hourly Rate) when calculating the Aggregate Component.
  - (b) Where an employee books off at a foreign location from a shift on a Saturday, and is required to resume duty on Sunday, any HAH hours that result are not used against the guaranteed week as they were incurred on the last day of the roster week. As the HAH is due from working a Saturday shift all hours are paid at the rate of time and a half and included as an allowance (using the applicable Ordinary Hourly Rate) when calculating the Aggregate Component
  - (c) Where an employee books off at a foreign location from a shift on a Sunday, and is required to resume duty on Monday, any HAH hours that result can be used to supplement the guaranteed hours for the week. As the HAH is due after working a Sunday shift it is paid at the rate of double time.
  - (d) The number of HAH hours is multiplied by two before offsetting any hours against the guaranteed hours for the week, with the balance of hours being paid at double time and included as an allowance (using the applicable Ordinary Hourly Rate) when calculating the Aggregate Component.

- (e) Where the roster is altered to allow for altered schedules or operational needs any additional HAH that is incurred and that is not included in the aggregation or is not used to offset the “Guaranteed Week” is to be paid directly to the employee who is being held away from home for the extended period at the Ordinary Wage Rate or, where applicable, the Aggregated Wage Rate.

5.3.4 Where there is more than one employee booked off at the same foreign depot, the first employee to cease duty will be the first employee to resume duty at that depot. The only exceptions to this arrangement will be:

- (a) where reflected in the Master Roster; or
- (b) when an employee is undergoing biennial or track assessments by negotiation with the employee concerned; or
- (c) in case of emergency; or
- (d) by agreement with the employees concerned.

5.3.5 Any dispute arising under this subclause will be dealt with pursuant to clause 8.1 - Dispute Resolution Procedure of this Agreement.

#### **5.4 DISTANCE ALLOWANCE PAYMENT (TRANSWA ROAD COACH OPERATORS)**

5.4.1 Road Coach Operators are paid an allowance as shown in Schedule 1: Allowances per journey where the distance travelled is in excess of 600 kilometres per shift.

5.4.2 The allowance referred to in subclause 5.4.1 will apply, but is not limited to the following destinations:

Journey	Distance	Roster
Perth to Esperance	730 kms	East Perth
Perth to Augusta returns	648 kms	East Perth
Perth to Geraldton via Mullewa	610 kms	East Perth
Geraldton/Kalbarri changeover	605 kms	Geraldton
Albany/Greenbushes changeover	664 kms	Albany
Esperance to Kalgoorlie return	774-810 kms	Esperance

#### **5.5 AWAY FROM HOME AND MEAL ALLOWANCES**

5.5.1 The Employer will pay for suitable overnight accommodation for rostered employees who are required to stay away from home.

- 5.5.2 This allowance will be calculated on the time between booking on and booking off from the home depot at the rate shown in Schedule 1: Allowances for each two hour period or part thereof worked. This allowance is not paid when an employee is relieving and receiving the Relieving Allowance.
- 5.5.3 Employees, other than those on overnight accommodation provided for above, will when required to be away from home, be paid under the provisions and rates contained in Schedule I - Travelling, Transfer and Relieving Allowance of the Public Service Award 1992 and notified by Department of Mines, Industry Regulation and Safety Circular to Departments or Authorities.
- 5.5.4 The Employer may require evidence of expenses incurred by the employee.

## **5.6 RELIEVING ALLOWANCE**

- 5.6.1 An employee who is required to take up duty away from their home depot on relief duty, and necessarily resides temporarily away from the employee's usual place of residence, will be reimbursed reasonable expenses based on the provisions and rates contained in Schedule I - Travelling, Transfer & Relieving Allowance of the Public Service Award 1992 and notified by Department of Mines, Industry Regulation and Safety Circular to Departments or Authorities.

## **5.7 TRAVELLING ALLOWANCE**

- 5.7.1 Where an employee is required to commence a shift at a location in the Perth Metropolitan Area other than the employee's designated home depot the employee will be paid an allowance per kilometre as shown in Schedule F - "Motor Vehicle Allowance" or Schedule G - "Motor Cycle Allowance" of the Public Service Award 1992 for any distance travelled between the employee's home and the required starting location in excess of that normally travelled between the employee's home and the employee's designated depot.

## **5.8 DISTRICT ALLOWANCE**

- 5.8.1 Employees eligible for a District Allowance under the provisions of the District Allowance (Government Wages Employees) General Agreement 2010 will be paid the relevant district allowance at the applicable rate as varied from time to time by Department of Mines, Industry Regulation and Safety Circular to Departments and Authorities.

## **5.9 RAILCAR DRIVER TRAINING ALLOWANCE**

- 5.9.1 Where a Railcar Driver, other than the Railcar Driver Trainer, is required to provide tuition to new or other Railcar Drivers learning new duties then that Railcar Driver will be entitled to an allowance per shift, irrespective of the shift length, for each shift that the Railcar Driver provides the required tuition. The rate is a set amount per shift as shown in Schedule 1: Allowances.

## **5.10 ADJUSTMENT OF ALLOWANCES**

### **Shift Allowances**

- 5.10.1 Shift allowances are calculated using the Hourly Reference Rate as follows:

- (a) morning/afternoon shift - 13.5% of the Hourly Reference Rate; or
- (b) night shift- 16% of the Hourly Reference Rate; or
- (c) late shift - 16% of the Hourly Reference Rate.

- 5.10.2 Shift allowances will be adjusted in accordance with movements in the Hourly Reference Rate. This includes retrospective adjustments where there are delays in replacing the Public Transport Authority Railway Employees (Transperth Train Operations) Industrial Agreement.

### **5.10.3 Distance Allowance**

- (a) Distance Allowance to be indexed by the same percentage applied to the Base Wage Rate of a Road Coach Operator and applied from the same operative dates as the increases to ordinary rates during the term of this Agreement.

### **5.10.4 Away From Home and Meal Allowance**

- (a) The rates expressed in subclause 5.5.2 are reviewed annually against the ABS Consumer Price Index – 6401.0 for Food and Non-Alcoholic Beverages (Australia) for Perth, with effect from 1 July each year. Adjustments are based on the movement between the most recent March index value and the March index value 12 months preceding.
- (b) The rates expressed in subclause 5.5.2 are adjusted administratively by PTA Industrial Circular.

### **5.10.5 Relieving Allowance**

- (a) The rates expressed in subclause 5.6.1 are administratively varied from time to time by circular issued by the Department of Mines, Industry Regulation and Safety or its successors.

5.10.6 Travelling Allowance

- (a) The rates expressed in subclause 5.7.1 are varied from time to time and notified by Department of Mines, Industry Regulation and Safety Award Circulars and adjusted administratively by PTA Industrial Circular.

5.10.7 District Allowance

- (a) The rates expressed in subclause 5.8.1 are varied from time to time and notified by Department of Mines, Industry Regulation and Safety Circular to Departments or Authorities and adjusted administratively by PTA Industrial Circular.

5.10.8 Railcar Driver Training Allowance

- (a) The rate expressed in subclause 5.9.1 will be adjusted by a percentage derived from the State Wage General Order applied to the key classification rate of REA4 of the Railway Employees Award No 18 of 1969.

## **6. LEAVE ENTITLEMENTS**

### **6.1 PUBLIC HOLIDAYS**

- 6.1.1 The following days will be public holidays, New Years Day, Australia Day, Labour Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Western Australia Day, Celebration Day for the Anniversary of the Birthday of the Reigning Sovereign, Christmas Day, Boxing Day and any other day proclaimed as a general public holiday.
- 6.1.2 When any of the days mentioned above, with the exception of Australia Day, falls on a Saturday or on a Sunday, the public holiday will not be observed on the Saturday or Sunday but will be observed on the following Monday. The Saturday or the Sunday, as the case may be, will be an ordinary working day.
- 6.1.3 When Boxing Day falls on a Sunday or Monday, the public holiday will not be observed on the Sunday or Monday but will be observed on the following Tuesday and the Sunday will be an ordinary working day.
- 6.1.4 Part Time Employees will only be entitled to public holiday penalties if they are rostered to work on that public holiday.
- 6.1.5 Sunday to Saturday Roster

#### **Aggregated Wage Rate**

- (a) Full time and Part Time Employees who are rostered to work and work on any public holiday will be paid 1.5 times the Aggregated Hourly Rate for rostered time worked on that day, plus either a day in lieu of the public holiday or eight hours pay at the employee's Aggregated Hourly Rate (refer subclause 6.1.7).
- (b) Full time and Part Time Employees who are rostered to work but do not work that shift or are not required solely because that day is a public holiday, will not receive any additional holiday payment or penalty.
- (c) A Full Time Employee who has a public holiday fall on a PDO (refer subclause 3.2.12) or Blank Day (refer subclause 3.2.13) will be entitled to an additional eight hours public holiday payment at the employee's applicable Aggregated Hourly Rate. This does not apply to Part Time Employees.
- (d) A Full Time Employee who has a public holiday fall on a PDO or Blank Day may elect to forgo the entitlement to eight hours public holiday payment in subclause 6.1.5(c) for a day in lieu of the public holiday.

#### **Non-Aggregated Wage Rate**

- (e) Employees who are rostered to work and work on any public holiday will be paid 1.5 times the Ordinary Hourly Rate for rostered time worked on that day, plus either a day in lieu of the public holiday or eight hours pay at the employee's Ordinary Hourly Rate (refer subclause 6.1.7).



- (f) Employees who are rostered to work but do not work that shift or are not required solely because that day is a public holiday, will not receive any additional holiday payment or penalty.
- (g) A Full Time Employee who has a Public Holiday fall on a PDO (refer subclause 3.2.12) or Blank Day (refer subclause 3.2.13) will be entitled to an additional eight hours public holiday payment at the employee's applicable Ordinary Hourly Rate. This does not apply to Part Time Employees.
- (h) A Full Time Employee who has a Public Holiday fall on a PDO or Blank Day may elect to forgo the entitlement to eight hours public holiday payment in subclause 6.1.5(g) for a day in lieu of the public holiday.

#### 6.1.6 Monday to Friday Roster

- (a) Employees who are rostered to work and work on any public holiday will be paid 1.5 times the Ordinary Hourly Rate for rostered time worked on that day, plus either a day in lieu of the public holiday or 7.6 hours (for 38-hour week) or eight hours (for 40-hour week) pay at the employee's Ordinary Hourly Rate (refer subclause 6.1.7).
- (b) Employees who are rostered to work but do not work that shift or are not required solely because that day is a public holiday, will not receive any additional holiday payment or penalty.

6.1.7 An employee may, in relation to any public holidays upon which an employee is required to work, elect in writing (to be received by the Employer before the public holiday) to be paid 1.5 times the Ordinary Hourly Rate or Aggregated Hourly Rate (as applicable) rate for rostered time worked on that day but not the 7.6 or eight hours holiday pay at the Ordinary Hourly Rate or Aggregated Hourly Rate (as applicable) but, in lieu of that payment, to receive an entitlement to a day of leave in lieu of the public holiday.

6.1.8 An employee may not elect to accumulate an entitlement to more than five days in lieu (DIL) at any one time and each DIL is to be taken within 12 months of the entitlement arising.

6.1.9 Unless otherwise agreed between the parties to this Agreement, a request to clear a day held in lieu (DIL) must be submitted to the rostering officer by 1300 hours on the Tuesday one week prior to the week in which the roster is to be posted. Such requests are to be granted unless the employee has not complied with the notice requirements of this subclause or unless the Employer determines, after consultation with the employee, that the request cannot reasonably be granted due to the operational requirements of the business.

#### 6.1.10 Work into a Public Holiday

- (a) Where an employee works into a day which is a public holiday, but does not work later than 0400 hours on the public holiday, time worked up to 0400 hours will be deemed not to have worked on a public holiday, and in addition:

- (i) Where the employee is not rostered to work again on that day the employee will be paid in accordance with subclause 6.1.5(c) or (d) or 6.1.5(g) or (h).
    - (ii) Where the employee is rostered to work again on that day the employee will be paid for that further rostered time in accordance with subclause 6.1.5 or subclause 6.1.6.
  - (b) Where an employee works into a day which is a public holiday and works beyond 0400 hours the employee will:
    - (i) be paid for all rostered time worked into the public holiday at the rate of ‘time and a half’ the Ordinary Hourly Rate or Aggregated Hourly Rate (as applicable); and
    - (ii) be deemed to have worked on a public holiday.
    - (iii) Where an employee is rostered to work again on that day the employee will be paid for that further rostered time in accordance with subclause 6.1.5 or 6.1.6.
- 6.1.11 Where a public holiday falls within a period of approved paid leave (except long service leave) such day will be paid as a public holiday.

## **6.2 PERSONAL LEAVE**

- 6.2.1 This clause applies to Full Time and Part Time Employees. Personal leave is not available to Casual Employees except for unpaid carer’s leave as prescribed in clause 6.2.17.
- 6.2.2 Personal leave is not to be used for circumstances normally met by other forms of leave.
- 6.2.3 Continuity of service and the accrual of leave will not be affected by an Employee taking paid personal leave.
- Entitlement**
- 6.2.4 Paid personal leave at the Ordinary Rate of Pay or, where applicable, the Aggregated Rate of Pay will be available to an employee when they are absent due to:
- (a) personal illness or injury;
  - (b) providing care or support (carer’s leave) to a member of the Employee’s family or household due to:
    - (i) illness or injury of the member; or
    - (ii) an unexpected emergency affecting the member.
- 6.2.5 The definition of a member of the employee’s family or household is the same as provided in subclause 6.2.15.
- 6.2.6 References to illness in this clause include physical and psychological ill health.

- 6.2.7 An employee will be entitled to 76 hours of paid personal leave for each completed year of service, except for seven day or 24-hour rostered employees whose entitlement is 80 hours.
- 6.2.8 Personal leave accrues pro rata on a weekly basis according to ordinary hours worked.
- 6.2.9 Personal leave is deducted in accordance with the rostered hours the employee would have worked had they not taken personal leave.
- 6.2.10 Part time Employees accrue personal leave pro rata according to ordinary hours worked.
- 6.2.11 Unused personal leave entitlements will accumulate from year to year.
- 6.2.12 An employee on personal leave on full pay will receive the applicable loadings or penalties the Employee would have received but for the absence due to subclause 6.2.4.

#### **Duty to Notify**

- 6.2.13 An employee unable to attend work as required must notify the Employer at least three hours before the employee's required starting time. Where there is no such notification, or where there are no reasonable grounds for not providing the notice, the employee may not be paid for the absence.
- 6.2.14 An employee who is absent from duty and whose next rostered working shift commences prior to 1200 will inform the Employer of the employee's availability for duty by no later than 1500 hours the previous day. Where the employee's next rostered shift commences at or after 1200 hours the employee will inform the Employer of the employee's availability for duty by 0500 hours on the same day.

#### **Carer's Leave**

- 6.2.15 The entitlement to carer's leave is subject to the person being either a member of the employee's family or household and means any of the following persons:
  - (a) the employee's Spouse or de facto partner;
  - (b) a child, stepchild, foster child or grandchild of the employee (including an adult child, stepchild or grandchild);
  - (c) a parent, stepparent or grandparent of the employee;
  - (d) a sibling of the employee;
  - (e) any other person who, at or immediately before the relevant time for assessing the employee's eligibility to take leave, lived with the employee as a member of the employee's household.
- 6.2.16 In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

### **Unpaid Carer's Leave**

- 6.2.17 Subject to the provisions of subclause 6.2.16 of this clause, an employee including a Casual Employee, is entitled to unpaid carer's leave of up to two days for each occasion (a "permissible occasion") on which a member of the employee's family or household requires care or support because of:
- (f) an illness or injury of the member;
  - (g) an unexpected emergency affecting the member; or
  - (h) the birth of a child of the member.
- 6.2.18 An employee is entitled to unpaid carer's leave for a particular permissible occasion only if the employee cannot take paid carer's leave during the period.
- 6.2.19 The definition of a member of the employee's family or household is the same as provided in subclause 6.2.15.
- 6.2.20 The Employer may grant an employee unpaid carer's leave in excess of two days.

### **Personal Leave Without Pay**

- 6.2.21 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 will not unreasonably withhold this leave.
- 6.2.22 Personal leave without pay not exceeding a period of three months in a continuous absence does not affect salary increment dates, anniversary dates of personal leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in continuous absence, the period in excess of three months is excised from qualifying service.
- 6.2.23 Personal leave without pay is not available to employees who have exhausted all of their paid personal leave entitlements and are seeking leave for circumstances outlined in subclause 6.2.4(b).

### **Worker's Compensation**

- 6.2.24 Where an employee suffers an "injury" within the meaning of section 5 of the *Workers' Compensation and Injury Management Act 1981*, which necessitates that employee being absent from duty, personal leave with pay must be granted to the extent of personal leave credits. In accordance with section 80 (2) of the *Workers' Compensation and Injury Management Act 1981* where the claim for workers' compensation is decided in favour of the Employee, personal leave credit is to be reinstated and the period of absence will be granted as personal leave without pay.

- 6.2.25 Since January 1, 1953, a period of personal leave without pay granted to an employee on account of an illness compensable under the provisions of the *Workers' Compensation and Injury Management Act 1981*, does not affect the anniversary date of personal leave credits, long service leave entitlements or annual leave entitlements provided the period of leave granted does not exceed six months in a continuous absence. Where the period of personal leave granted does not exceed six months in a continuous absence, only the period in excess of six months is excised from qualifying service.

### **Evidentiary Requirements**

- 6.2.26 Subject to subclause 6.2.27 an employee will produce to the Employer evidence that the Employee they were unable to work if the absence is greater than three days.
- 6.2.27 The number of days of personal leave which may be granted without the production of evidence prescribed in subclause 6.2.28 will not exceed, four working days in any one financial year.
- 6.2.28 Where the Employer has good reason to believe that an absence within the first four cumulative days may not be reasonable or legitimate, the Employer may request evidence be provided in any case. The Employer must provide the employee with reasons for requesting the evidence in writing. The leave will not be granted where the absence is not reasonable or legitimate.
- 6.2.29 The minimum level of evidence to be provided by an Employee to access entitlements under this clause is as follows:
- (a) Personal illness or injury:
    - (i) a medical certificate from a medical practitioner certifying the Employee is unfit for work; or
    - (ii) a certificate from a pharmacist or registered allied health care provider; or
    - (iii) other evidence that would satisfy a reasonable person.
  - (b) Carer's leave:
    - (i) a medical certificate from a medical practitioner certifying the illness or injury of the member of the Employee's family or household; or
    - (ii) a certificate from a pharmacist, registered allied health care provider, hospital or healthcare service; or
    - (iii) evidence stipulating the nature of the unexpected emergency; or
    - (iv) other evidence that would satisfy a reasonable person of the nature of support required to be provided to the member of the Employee's family or household and the relationship of the Employee to the member of the Employee's family or household.

### **Recrediting Annual Leave**

- 6.2.30 Re-crediting annual leave: Where an employee is ill or injured during a 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.

### **Recrediting Long Service Leave**

- 6.2.31 Re-crediting long service leave: Where an employee is ill or injured during a 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.

### **War Caused Illness**

- 6.2.32 An employee who produces evidence from the Department of Veterans' Affairs stating that the employee has a war-caused illness will be credited special paid leave of 15 working days per annum.
- 6.2.33 Paid leave under subclause 6.2.32:
- (a) may accumulate up to a maximum of 45 working days;
  - (b) is to be recorded separately to the employee's normal personal leave entitlement;
  - (c) is only to be accessed for illness related to the war-caused illness; and
  - (d) may be accessed despite normal personal leave credits being available.
- 6.2.34 An application for paid leave under this clause is to be supported by evidence that would satisfy a reasonable person of the entitlement.

### **Travelling time for Regional Employees**

- 6.2.35 Subject to the evidence requirements set out in clause 6.2.29, a regional employee who requires medical attention at a medical facility in Western Australia located 240 kilometres or more from their workplace is granted paid travel time undertaken during the Employee's ordinary working hours up to a maximum of 40 hours per annum.
- 6.2.36 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.
- 6.2.37 The provisions of this clause are not available to employees while on leave without pay or personal leave without pay.

6.2.38 The entitlements in clause 6.2.35 and 6.2.36 will apply as follows:

- (a) An employee employed on a fixed term contract for a period greater than 12 months is credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
- (b) An employee employed on a fixed term contract for a period less than 12 months is credited with the same entitlement on pro rata basis for the period of employment.
- (c) A Part Time Employee is entitled to the same entitlement as a Full Time Employee for the period of employment, but on a pro rata basis according to the number of ordinary hours worked each fortnight.

6.2.39 The provisions of this clause do not apply to Casual Employees.

### **Mental Health**

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

6.2.41 Employers must do what is reasonably practicable to eliminate or minimise risks to psychological health and safety in the workplace. In consultation with the Work Health and Safety (WHS) Committee, Employers must assess and implement suitable control measures to eliminate or minimise workplace contributory risks in accordance with legislative requirements. The WHS Committee updates the Consultative Committee on progress as appropriate.

6.2.42 Employers must ensure that managers and supervisors undertake appropriate training to effectively prevent and manage harm from psychosocial risks identified in the workplace. The Employer must provide the Consultative Committee with data on completed training.

## **6.3 FAMILY AND DOMESTIC VIOLENCE LEAVE**

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

6.3.2 An employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family and domestic violence.

6.3.3 The Employer does not tolerate employees perpetrating family and domestic violence in or from the workplace. Employees must not use work facilities to perpetrate family and domestic violence. Any such conduct is a breach of employment obligations and any employees who do so will face disciplinary action.

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

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

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

- 6.3.5 In accordance with the following subclauses, an employee, including a Casual Employee, may make application for leave to deal with activities related to family and domestic violence. The Employer will assess each application and give consideration to the personal circumstances of the employee seeking the leave.
- 6.3.6 Such activities related to family and domestic violence may include attendance at medical appointments, legal proceedings; counselling; appointments with a medical or legal practitioner; relocation or making other safety arrangements; and other matters of a compassionate or pressing nature related to the family and domestic violence which arise without notice and require immediate attention.
- 6.3.7 Subject to subclauses 6.3.5 and 6.3.6, an employee experiencing family and domestic violence will have access to 10 non-cumulative days per year of paid family and domestic violence leave, in addition to their existing leave entitlements.
- 6.3.8 Upon exhaustion of the leave entitlement in subclause 6.3.7, employees will be entitled to up to two days unpaid family and domestic violence leave on each occasion.
- 6.3.9 Family and domestic violence leave does not affect, personal leave entitlements, long service leave entitlements or annual leave entitlements.
- 6.3.10 Subject to the Employer’s approval of the application, family and domestic violence leave may be taken as whole or part days off.
- 6.3.11 Application of the leave entitlement for Casual Employees will apply to the extent of their agreed working arrangements.



### **Notice and Evidentiary Requirements**

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

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

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

### **Confidentiality**

- 6.3.20 The Employer will take all reasonable steps to ensure any information disclosed by employees regarding family and domestic violence is kept strictly confidential. Disclosure will be on a need-to-know basis only and only to maintain safety. Where possible, disclosure will only occur with the express consent of the employee.
- 6.3.21 Employers will take reasonable steps to ensure any information or documentation provided by an employee regarding family and domestic violence is kept confidential. Generally speaking, only the employee will retain a copy of evidence for accessing family and domestic violence leave and information will not be kept on an employee's personnel file.

6.3.22 Subsequent disclosure within an organisation should be on a need-to-know basis, for example if there is a potential for workplace safety to be impacted and generally with the consent of the employee.

6.3.23 This subclause does not override any legal obligations to disclose information.

#### **Contact Person**

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

#### **Individual Support**

6.3.25 Where there is a risk to the personal health or safety of an employee who is experiencing or has experienced family and domestic violence, the Employer, where appropriate, may:

- (a) facilitate flexible working arrangements, such as changes to hours/days worked, working different days or length of days, changed shift/rostering arrangements, in accordance with the provisions of this Agreement; and/or
- (b) make workplace modifications including changes to the employee's telephone number and email address and, where appropriate/practicable, the employee's work location.

6.3.26 An employee who is experiencing or has experienced family and domestic violence may access confidential counselling support via the Employer's Employee Assistance Program (EAP).

#### **Workplace Safety**

6.3.27 Where an employee raises issues of family and domestic violence the Employer should establish with the employee the level of risk and seek advice from their human resource/safety specialist to review and implement specific safety and emergency management systems and plans.

6.3.28 With the exception of access to the Employer's EAP which is available to all employees, the provisions of this subclause are only applicable to employees who are victims of family and domestic violence.

### **6.4 BEREAVEMENT LEAVE**

6.4.1 Employees will, on the death of:

- (a) the spouse or de facto partner of the employee;
- (b) a former Spouse or former De-facto partner of the employee;
- (c) a child, stepchild, foster child or grandchild of the employee (including an adult child, stepchild or grandchild);
- (d) the parent, stepparent, foster parent or grandparent of the employee;

- (e) a parent-in-law or former parent-in-law of the employee;
- (f) the brother, sister, stepbrother, or stepsister of the employee; or
- (g) any other person who, immediately before that person's death, lived with the employee as a member of the employee's household;

be eligible for up to three days' bereavement leave paid at the Ordinary Wage Rate or, where applicable, the Aggregated Wage Rate.

6.4.2 The Employer will not unreasonably withhold approval to grant bereavement leave to an employee in respect of some other person with whom the employee had a special relationship, on the request of the employee.

6.4.3 The three days need not be consecutive.

6.4.4 Bereavement leave is not to be taken during any other period of leave, including periods of unpaid leave.

6.4.5 Payment of such leave may be subject to the employee providing evidence, if requested by the Employer, of the death or relationship to the deceased that would satisfy a reasonable person.

6.4.6 An employee requiring more than three days' bereavement leave in order to travel interstate or overseas in the event of a death of a person referred to in clause 6.4.1 or 6.4.2, may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave or leave without pay provided all accrued leave is exhausted.

6.4.7 Travelling time for Regional Employees

(a) Subject to prior approval from the Employer, an employee entitled to bereavement leave and who, as a result of such bereavement, travels to a location within Western Australia that is more than 240 km from their workplace will be granted paid time off for the travel period undertaken in the employee's ordinary working hours up to a maximum of 15 hours per bereavement. The Employer will not unreasonably withhold approval.

(b) The Employer may approve additional paid travel time within Western Australia where the employee can demonstrate to the satisfaction of the Employer that more than two days travel time is warranted.

(c) The provisions of clauses 6.4.7(a) and (b) apply as follows.

(i) An employee employed on a fixed term contract for a period greater than 12 months, will 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.

(ii) An employee employed on a fixed term contract for a period less than 12 months will be credited with the same entitlement on a pro rata basis for the period of employment.

- (iii) A Part Time Employee will 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.
- (iv) For Casual Employees, the provisions apply to the extent of their agreed working arrangements.

## **6.5 ROSTERING OF LEAVE**

6.5.1 Unless otherwise agreed between the parties to this Agreement, every year before 31 March, the Employer will post a roster showing the planned dates for clearance of leave by employees over the following financial year, taking into account that:

- (a) long service leave is to be taken at a mutually convenient time, but the Employer may direct an employee to take a long service entitlement that has been accrued for more than 12 months;
- (b) unless otherwise agreed between the Employer and the employee, annual leave is to be taken each year by the employee;
- (c) days of leave in lieu of public holidays (DILs) are to be taken within 12 months; and
- (d) Employees seeking a purchased leave arrangement must request to take that leave in the next financial year in accordance with subclause 6.17 – Purchased Leave – 48/52 Wages Arrangement.

6.5.2 Unless otherwise agreed between the parties to this Agreement, every year before 28 February employees will apply nominating their preferred dates for the clearance of the following leave entitlements as at the commencement of the following financial year, calculated up to 30 June:

- (a) long service leave which will have accrued as at 30 June;
- (b) total annual leave entitlements accruing on a weekly basis up to 30 June.

6.5.3 The leave rostering arrangements will provide for employees to share equitably the opportunity for clearance of leave at particular seasons and periods of demand. Where leave cannot be granted to all employees who have applied for leave in any period of time, then applications to take leave during that period will be granted in the following order:

- (a) applications to clear a full 13-week entitlement to long service leave;
- (b) applications to clear a full entitlement to annual leave;
- (c) applications to clear shorter periods of annual leave (including single days);
- (d) applications to clear shorter periods of long service leave (including single days);
- (e) applications to clear approved purchased leave.

- 6.5.4 Where an employee does not nominate dates for the clearance of leave the Employer will designate dates for the clearance on the leave roster for the following financial year.
- 6.5.5 The Employer may approve an application by an employee to vary their leave dates after the leave roster is posted. Such variation must be consistent with the Employers' operational requirements.
- 6.5.6 An employee may apply to defer part of their annual leave entitlement to be taken in the following financial year. The decision to grant or refuse the deferral will be at the Employer's discretion. At the time of application, an employee seeking deferral must nominate specific provisional dates in the following leave year when the deferred leave can be cleared and the Employer's decision to grant the application will constitute an agreement that the leave will be taken on those dates. The employee may submit a further leave request for the deferred leave during the next leave roster process confirming or seeking to vary the provisionally agreed dates, which will be treated no less favourably than a new leave request. In the absence of a further leave request, the employee will be rostered on leave on the provisionally agreed dates.

## **6.6 ANNUAL LEAVE**

- 6.6.1 Employees, other than those required to work over seven days of the week or the 24 hours of the day, will be entitled to four weeks of annual leave per year after 12 months of continuous service.
- 6.6.2 Continuity of service and accrual of leave will not be affected by an employee taking annual leave.
- 6.6.3 Employees required to work over seven days of the week, or the 24 hours of the day will be entitled to five weeks of annual leave per year after 12 months of continuous service.
- 6.6.4 Annual leave entitlement will accrue pro rata on a weekly basis.
- 6.6.5 Employees resuming from annual leave will not be rostered on shift before 0600 hours on the day following the completion of the leave unless it is mutually agreed by the Employer and the employee to commence shift earlier.
- 6.6.6 Part Time Employees will be granted annual leave in the proportion that the number of ordinary hours worked bear to Full Time Employees and:
  - (a) for employees who consistently worked a regular number of ordinary hours during the whole of their qualifying service, they will continue to be paid on that basis during their leave;
  - (b) for employees who worked a varying number of weekly hours during their qualifying service, they will be paid on the basis of the average ordinary hours worked during their qualifying service;
  - (c) For the purposes of this subclause 'qualifying service' means:
    - (i) the 52 weeks immediately prior to the taking of the annual leave; or

- (ii) where the employee has been employed in a part time capacity for less than 52 weeks, the period of part time employment.

6.6.7 Unless otherwise agreed between the Employer and the employee, annual leave is to be taken each year by the employee.

6.6.8 Where an employee is dismissed for misconduct the employee's wages, including all relevant accrued leave entitlements, will be paid only up to the time of dismissal.

6.6.9 Annual leave loading

Employees other than Casual Employees will be entitled to receive an annual leave loading to be paid as follows:

- (a) Four weeks annual leave – annual leave loading of 17.5%
- (b) Five weeks annual leave – annual leave loading of 20%
- (c) Annual leave loading will form part of the weekly Ordinary Wage Rates as specified in Schedule 4, for the term of this Agreement.
- (d) For the purpose of annualising leave loading, a leave loading component of 1.3% has been factored into the wage rates for employees in receipt of four weeks of annual leave and a leave loading component of 1.9% has been factored into the wage rates for employees required to work over the seven days and/or 24 hours of the day.
- (e) Maximum Annual Leave Loading Cap:
  - (i) The amount of annual leave loading calculated in accordance with this subclause for each completed year of service will not exceed the Annual Leave Loading Cap Rate.
  - (ii) The amount of annual leave loading for employees entitled to four (4) weeks' annual leave for each completed year of service will not exceed an amount of the weekly salary rate of a General Division Level 8.1 employee under the Public Service and Government Officers CSA General Agreement 2022 (or its replacement Agreement) as at 1 January in the calendar year in which the leave commences. The rates applicable until the end of calendar year 2024 are shown in the following table.

<b>Maximum Annual Leave Loading Cap for annual leave:</b>	<b>Maximum 4 weeks</b>	<b>Maximum 5 weeks</b>
Commencing on or after 1 January 2023	\$1,883.76	\$2,354.70
Commencing on or after 1 January 2024	\$1,940.28	\$2,425.35

## **6.7 ADDITIONAL DAY FOR EASTER SUNDAY**

- 6.7.1 Permanent and fixed term contract employees will be provided an additional day of paid leave for Easter Sunday.
- 6.7.2 The day of paid leave will be made available to the employee regardless of whether the employee would normally be expected to work on that date.
- 6.7.3 The day of paid leave accrues on the date that Easter Sunday falls each calendar year.
- 6.7.4 The day of leave:
  - (a) is not available to an employee who is on any period of leave without pay;
  - (b) is paid at the Ordinary Wage Rate or, where applicable, the Aggregated Wage Rate.
  - (c) can be added to annual leave or taken separately;
  - (d) must be taken in the calendar year in which it occurs or it is forfeited; and
  - (e) is not to be paid out on termination of employment.

## **6.8 LONG SERVICE LEAVE**

- 6.8.1 An employee (including a Casual Employee) will be entitled to thirteen weeks paid long service leave on the completion of ten years continuous service and an additional thirteen weeks paid long service leave for each subsequent period of seven years of continuous service completed by the employee. By agreement with the Employer, the entitlement can be taken as follows:
  - a) 13 weeks on full pay;
  - b) 26 weeks on half pay; or
  - c) 6.5 weeks on double pay.
- 6.8.2 Reimbursement of Long Service Leave Deduction from Aggregated Wage
  - (a) An employee who had a substantive position within Transwa with an Aggregated Wage Rate and either resigns or is appointed to another position within the PTA (except for another aggregated position within this Agreement) prior to qualifying for an allocation of long service leave, will be entitled to a reimbursement.

- (b) The value of the reimbursement will be based on the difference between the prevailing discounted Average Aggregated Component (discounting factor of 45.4/52 as outlined in Clause 3.1.1 of Schedule 5: Aggregation Methodology) for the substantive position and a discounted average aggregated component based on a discounting factor of 47/52 using the same Average Aggregate Component. This (weekly) difference will then be multiplied by the number of weeks worked in the 'aggregate wage' position since long service leave deductions were introduced on 26 June 2009 or the date on which the employee last qualified for an allocation of long service leave, whichever is the latter.
- 6.8.3 Where a public holiday falls within an employee's period of long service leave such day will be deemed to be a portion of the long service leave and no other payment or benefit will apply.
- 6.8.4 Long service leave may be taken in periods of four weeks or more, at a mutually agreed time. The PTA may in its discretion approve a request from an employee to take long service leave in periods of less than four weeks.
- 6.8.5 Long service leave will be paid at the employee's rate of pay as prescribed in the wages clause.
- 6.8.6 An employee will only be entitled to pro rata long service leave if their employment is terminated:
  - (a) by the Employer for other than disciplinary reasons; or
  - (b) due to the retirement of the employee on the grounds of ill health; or
  - (c) due to the death of the employee, in which case the payment would be made to the employee's estate; or
  - (d) due to employee's retirement at the age of 55 years or over, provided 12 months continuous service has been completed prior to the day from which the retirement takes effect; or
  - (e) for the purpose of entering an Invitro Fertilisation Program, provided the employee has completed three years' service and produces written confirmation from an appropriate medical authority of the dates of involvement in the program; or
  - (f) due to employee's resignation for pregnancy, provided the employee has completed more than three years and produces certification of such pregnancy and the expected date of birth from a legally qualified medical practitioner.
- 6.8.7 For the purposes of determining long service leave entitlement, the expression "continuous service" includes any period during which the employee is absent on paid leave but does not include any period exceeding two continuous weeks during which the employee is absent on any form of leave without pay.



- 6.8.8 Continuity of service will not be broken by the absence of the employee on any form of approved paid leave or by the standing down of an employee under the terms of this Agreement.
- 6.8.9 Employees within seven years of their preservation age under Western Australian Government superannuation arrangements may by agreement with the Employer, choose to access pro rata long service leave at the rate of 9.28 days per completed 12-month period of continuous service.
- 6.8.10 Long service leave does not affect continuity of service or the accrual of long service leave.
- 6.8.11 The Employer may direct an employee to take a long service entitlement that has been accrued for more than 12 months.
- 6.8.12 Where an employee is directed to take long service leave entitlement, it will be taken within 12 months of the direction, at a time agreed between the Employer and the employee.
- 6.8.13 Where a time cannot be agreed within the 12-month period, the Employer will determine the date on which the employee will be required to start long service leave. Provided that the Employer will give at least 30 days' notice to the employee of the day on which the long service leave is to commence.
- 6.8.14 Employees resuming from long service leave will not be rostered on shift before 0600hrs on the day following the completion of the leave unless it is mutually agreed by the Employer and the employee to commence the shift earlier.

## **6.9 CULTURAL AND CEREMONIAL LEAVE**

- 6.9.1 Cultural and or ceremonial leave will be available to all employees.
- 6.9.2 Such leave will include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.
- 6.9.3 Employees are entitled to time off without loss of pay for cultural or ceremonial purposes, subject to agreement between the Employer and employee and sufficient leave credits being available.
- 6.9.4 The Employer will assess each application for ceremonial or cultural leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- 6.9.5 The Employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- 6.9.6 Cultural or ceremonial leave may be taken as whole days or part days off. Each day will be deducted from:
  - (a) the employee's annual leave entitlements (where applicable); or
  - (b) accrued days off.

- 6.9.7 Time off without pay may be granted by arrangement between the Employer and the employee for cultural or ceremonial purposes.

## **6.10 CULTURAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDERS**

- 6.10.1 Employees who identify as Aboriginal or Torres Strait Islanders are entitled to paid cultural leave which can be accessed to participate in any of the following:
- (a) cultural and ceremonial obligations under Aboriginal or Torres Strait Islanders lore, customs or traditional law; and
  - (b) community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals.
- 6.10.2 Up to five days of paid cultural leave per calendar year will be available under this clause. The leave need not be taken in one continuous period. Paid cultural leave will not accrue from year to year and will not be paid out on termination.
- 6.10.3 The Employer will assess each application for cultural leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- 6.10.4 The Employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- 6.10.5 If an Employer requires an employee to attend to business associated with an Aboriginal or Torres Strait Islanders organisation, or an organisation that works to facilitate Aboriginal or Torres Strait Islanders interests, the attendance is considered to be a part of the employee's normal duties and the employee need not access leave under this or any other clause to enable it.
- 6.10.6 Cultural leave granted under this clause is in addition to the leave provided by clause 6.4.1– Bereavement Leave and clause 6.10 – Cultural and Ceremonial Leave of this Agreement.

## **6.11 BLOOD AND PLASMA DONORS LEAVE**

- 6.11.1 Subject to operational requirements, employees will be entitled to absent themselves from the workplace in order to donate blood and or plasma in accordance with the following general conditions:
- (a) Prior arrangements with the supervisor have been made and at least two days' notice has been provided; or
  - (b) The employee is called upon by Australian Red Cross Lifeblood.
- 6.11.2 The notification period will be waived or reduced where the Employer is satisfied that operations would not be unduly affected by an employee's absence.

- 6.11.3 Employees will be required to provide proof of attendance at Australian Red Cross Lifeblood upon return to work.
- 6.11.4 Employees will be entitled to two hours of paid leave per donation for the purpose of donating blood or plasma to Australian Red Cross Lifeblood.

## **6.12 WITNESS AND JURY SERVICE**

### **Witness Service**

- 6.12.1 An employee subpoenaed or called as a witness to give evidence in any proceeding will:
  - (a) notify the Employer as soon as practicable; and
  - (b) provide to the Employer on request evidence that would satisfy a reasonable person of any entitlement claimed in relation to giving that evidence under this provision.
- 6.12.2 Where an employee is subpoenaed or called as a witness to give evidence in an official capacity, that employee will be granted by the Employer leave of absence with pay, but only for such period as is required to enable the employee to carry out duties related to being a witness. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated. If the employee is on a protected day off and has complied with subclause 6.12.1, the Employer will on request roster an alternative rostered day off. The employee is not entitled to accept any witness fee.
- 6.12.3 An employee subpoenaed or called as a witness to give evidence in an official capacity will, in the event of non-payment of the proper witness fee or travelling expenses as soon as practicable after the default, notify the Employer.
- 6.12.4 An employee subpoenaed or called, as a witness on behalf of the Crown and/or the State, not in an official capacity will be granted leave with full pay entitlements. If the employee is on any form of paid leave, this leave will not be reinstated as such witness service is deemed to be part of the employee's civic duty. The employee is not entitled to accept any witness fees.
- 6.12.5 An employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses 6.12.2 and 6.12.4 of this provision will be granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with the provisions of this Agreement.

## **Jury Service**

- 6.12.6 An employee required to serve on a jury will as soon as practicable after being summoned to serve, notify their supervisor/manager.
- 6.12.7 An employee required to serve on a jury will be granted paid leave of absence by the Employer, but only for such period as is required to enable the employee to carry out duties as a juror.
- 6.12.8 The parties to this Agreement acknowledge that as at the date of registration of this agreement the Employer is required under the *Juries Act 1957* to pay an employee the earnings that the employee could reasonably expect to have been paid while doing jury service.
- 6.12.9 An employee granted leave of absence as prescribed in subclause 6.12.5 of this provision is not entitled to accept any juror's fees.

## **6.13 MATERNITY LEAVE**

### **6.13.1 Eligibility**

#### **(a)**

- (i) A pregnant permanent employee, fixed term contract employee 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 will 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 subclause.
- (b) A pregnant permanent or fixed term employee must have completed twelve months continuous service in the Public Sector immediately preceding the maternity leave adoption leave or other parent leave in order to receive the forms of paid leave as provided for by this subclause.
- (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.

### **6.13.2**

- (a) A pregnant eligible Casual Employee is entitled to unpaid maternity leave only.
- (b) For the purposes of this subclause 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 12 months and the breaks of employment were the result of the Employer's initiative or
  - (ii) on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and, but for the birth or adoption of a child the employee has a reasonable expectation of continuing engagement on a regular and systematic basis.
- (c) Service performed by an eligible Casual Employee for a Public Sector Employer will count as service for the purposes of determining twelve months continuous service as per subclause 6.13.1 and 6.13.2 where:
  - (i) the eligible Casual Employee has become a permanent or fixed term 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.

#### 6.13.3 Notice Requirements

- (a) An eligible employee will 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 will 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 subclause 6.13.3(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 subclause 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.

#### 6.13.4 General entitlement to maternity leave

- (a) Subject to the requirements of this subclause an eligible employee is entitled to 52 weeks unpaid maternity leave.

(b)

- (i) Subject to the requirements of this subclause an eligible employee is entitled to 14 weeks paid maternity leave that will form part of the 52-week unpaid entitlement;
- (ii) The 14-week period of paid maternity leave is inclusive of any public holidays falling within that time;
- (iii) The period of paid maternity leave can be extended by the employee taking double the leave on a half-pay basis and its effect is in accordance with subclause 6.13.5.

(c) An employee must take maternity leave in one continuous period with the exception of:

- (i) Special Temporary Employment or Special Casual Employment pursuant to subclause 6.13.3; and
- (ii) Unpaid Special Maternity Leave pursuant to subclause 6.13.8.

(d) Except for leave provided under subclause 6.15.3(f) and subclause 6.16 - Partner Leave of this Agreement, only one parent can proceed on maternity, adoption or other parent leave at any one time.

(e) Where less than the 52 weeks maternity leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.

(f)

- (i) Notwithstanding subclause 6.13.4(d) above, paid maternity leave may be taken in more than one period by an employee who meets the requirements of subclause 6.13.4(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 subclause 6.13.13. In these circumstances, the provisions of subclause 6.13.13 will apply.

(g)

- (i) Where both parents are employed in the Public Sector an entitlement to paid or unpaid maternity, adoption or other parent leave or parental leave provided for by another industrial agreement can be shared and
- (ii) the entitlement provided to the Employees will 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

subclause 6.13.5(d). This does not prevent an employee from taking paid or unpaid partner leave as prescribed by clause 6.16 – Partner Leave of this Agreement.

#### 6.13.5 Payment for Paid Maternity Leave

(a)

- (i) Subject to subclause 6.13.5(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 subclause 6.13.5(c), payment for a Part Time Employee is to be determined according to an average of the hours worked by the employee over the preceding 12 months; or their ordinary working hours at the time of commencement of maternity leave, exclusive of shift and weekend penalties, whichever is greater.

(b) An employee may elect to receive pay in advance for the period of paid maternity leave at the time the maternity leave commences or may elect to be paid the entitlement on a fortnightly basis over the period of the paid maternity leave.

(c)

- (i) An employee in receipt of a higher duties allowance for a continuous period of 12 months immediately prior to commencing paid maternity leave, is to continue to receive the higher duties allowance for the first four weeks of paid maternity leave.
  - (ii) An employee who is entitled to be paid higher duties allowance in accordance with subclause 6.13.5(c) and elects to take paid maternity leave at half pay will be paid the higher duties allowance at the full rate for the first four weeks only.
- (d) An employee is entitled to remain on paid maternity leave if the pregnancy results in other than a live child; or the employee is incapacitated following the birth of the child; or the child dies or is hospitalised such that the employee or the employee's partner is not providing principal care to the child.
- (e) Where an employee is on a period of half pay maternity leave and their employment is terminated through no fault of the employee, the employee will 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 subclause 6.13.1(a) (iii) will 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 subclause 6.13.13.

#### 6.13.6 Commencement of maternity leave

- (a) The period of paid leave can commence up to six weeks prior to the expected date of birth of the child.
- (b) The period of unpaid leave can commence up to six weeks prior to the expected date of birth of the child or earlier if the Employer and employee so agree but must not start later than the birth of the child.
- (c)
  - (i) If the Employer has reason to believe that the continued performance of duties by a pregnant employee renders danger to herself, fellow Employees or the public, the employee may be required to obtain and provide a medical certificate stating that the employee is fit to work in her present position for a stated period.
  - (ii) The Employer will 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 subclause 6.13.7 may apply.
- (d)
  - (i) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 20 weeks before the expected date of the birth, the entitlement to paid maternity leave remains intact and subject to the eligibility requirements of this subclause.
  - (ii) Such paid maternity leave cannot be taken concurrently with any paid personal leave taken in this circumstance.
- (e) The period of paid maternity leave must be concluded within 12 months of the birth of the child.
- (f)
  - (i) The Employer may in, in exceptional circumstances, allow an employee to take paid maternity leave that will result in the employee being on paid maternity leave more than 12 months after the birth of the child.
  - (ii) An Employer may require evidence that would satisfy a reasonable person that the circumstances warrant allowing the employee to take their period of paid maternity leave such that it would result in the employee being on paid maternity leave more than 12 months after the birth of the child.



#### 6.13.7 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 subclause 6.13.7(a)(i) will be in writing.

(iii) Such employment will be in accordance with subclause 2.2.3 of this Agreement.

(b) In the absence of an alternative requirement, and unless otherwise agreed between an Employer and employee, an employee will provide their Employer with four weeks written notice of an intention to:

(i) vary part time work arrangements made under subclause 6.13.7(a) or

(ii) revert to full time employment during the employee's pregnancy.

(c) An employee reverting to full time employment in accordance with subclause 6.13.7(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 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 the 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 subclause 6.13.7(e)(i) applies to an eligible Casual Employee and

- (iii) An employee who is absent from work pursuant to this subclause will be paid the amount she would reasonably have expected to be paid if she had worked during that period.
- (f) An entitlement to be absent from the workplace on full pay is in addition to any leave entitlement the employee has.
- (g) An entitlement to be absent from the workplace on full pay ends at the earliest of whichever of the following times is applicable:
  - (i) the end of the period stated in the medical certificate;
  - (ii) if the employee's pregnancy results in the birth of a living child – the end of the day before the date of birth or
  - (iii) if the employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

#### 6.13.8 Unpaid Special Maternity Leave

- (a) A pregnant employee is entitled to a period of unpaid special maternity leave if the employee is not fit for work during that period because the employee:
  - (i) has a pregnancy related illness; or
  - (ii) has been pregnant and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by a living child; and
  - (iii) has not used personal leave for that period.
- (b) An employee must give the Employer notice of the taking of unpaid special maternity leave.
- (c) The notice must:
  - (i) be given to the Employer as soon as practicable (which may be at a time after the leave has started); and
  - (ii) advise the Employer of the period, or expected period, of the leave.
- (d) An employee who has given notice of the taking of unpaid special maternity leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in subclause 6.13.8(a).
- (e) Without limiting subclause 6.13.8(d), the Employer may require the evidence referred to in that subclause to be a medical certificate.
- (f) An employee's entitlement to 12 months of unpaid maternity leave provided at subclause 6.13.4 is not reduced by the amount of any unpaid special maternity leave taken by the employee while the employee was pregnant.

#### 6.13.9 Interaction with Other Leave Entitlements

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

#### 6.13.10 Extended Unpaid Maternity Leave

- (a) An employee is entitled to apply for leave without pay following maternity leave ('extended unpaid maternity leave') to extend their leave by up to two years.
- (b) Approval for an extension to unpaid maternity leave will be subject to all other available leave entitlements being exhausted.
- (c) Where both parents work for the Public Sector the total combined period of extended unpaid maternity, adoption or other parent leave will not exceed two years.
- (d) The Employer is to agree to a request for extended unpaid maternity leave unless:
  - (i) the Employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or
  - (ii) agreeing to the request would have an adverse impact on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.
- (e) The Employer is to give the employee written notice of the Employer's decision on a request for extended unpaid maternity leave under subclause 6.13.10(a). If the request is refused, the notice is to set out the reasons for the refusal.
- (f) An employee who believes their request for extended unpaid maternity leave under subclause 6.13.10 has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.

#### 6.13.11 Communication during Maternity Leave

- (a) If the Employer makes a decision that will have a significant effect on the status, responsibility level, pay or location of an employee's position whilst on maternity leave, the Employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.
- (b) An employee will also notify the Employer of changes of address or other contact details that might affect the Employer's capacity to comply with subclause 6.13.11(a).

#### 6.13.12 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 6.13.3(d) and ability to extend unpaid maternity leave as provided for under subclause 6.13.10.

#### 6.13.13 Employment During Unpaid Maternity Leave

##### (a) Special Temporary Employment

- (i) For the purposes of this subclause 6.13.13, “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 subclause, an employee may be employed by their Employer on a temporary basis provided that:
- both parties agree in writing to the special temporary employment;
  - employees are only employed on a temporary basis in connection with their substantive office, post or position;
  - any such period of service will not change the employee’s employment status in regard to their substantive employment and
  - any period of special temporary employment will count as qualifying service for all purposes under the Agreement.

##### (b) Special Casual Employment

- (i) For the purposes of subclause 6.13.13, ‘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 subclause 6.13.13(a).
- (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 the 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. The period of leave for a fixed term contract employee will not extend beyond the term of that contract.
  - any such period of service will 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 will not count as qualifying service other than with respect to entitlements a Casual Employee would ordinarily be entitled to for any other purpose under any relevant award, agreement or industrial instrument.
- (c) The provisions of this subclause only apply to employment during unpaid maternity leave and extended unpaid maternity leave taken in conjunction with maternity leave as provided for in subclause 6.13.10 – Extended Unpaid Maternity Leave.
- (d) An Employer cannot engage an employee in special temporary employment or special casual employment whilst the employee is on a period of paid maternity leave, annual leave or long service leave taken concurrently with a period of unpaid maternity leave.
- (e) Effect of special temporary employment and special casual employment on unpaid maternity Leave
- (i) Subject to subclause 6.13.13(b)(ii), a period of special temporary employment or special casual employment will 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 to this Agreement.
  - (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
    - will 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.

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

- (a)
- (i) An employee will 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 subclause 6.13.14(d) will 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 subclause 6.13.7 – Modification of Duties or Transfer to a Safe Job, the employee is entitled to return to the position occupied immediately prior to the transfer or their absence from the workplace on full pay.

(d) Right to Return to Work on a Modified Basis

- (i) An employee may return on a part time 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 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 subclause 6.13.14(d) may subsequently request permission from the Employer to resume working on the same basis as the employee worked immediately before starting maternity leave or full-time work at the same classification level.
- (ii) A request made under subclause 6.13.14(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 subclause 6.13.14(e)(i) unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.
- (iv) An Employer is to give the employee written notice of the Employer's decision on a request to revert under subclause 6.13.14(e)(i). If the request is refused, the notice is to set out the reasons for the refusal.

- (v) An employee who believes their request to revert under subclause 6.13.14(e)(i) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.

(f) Employer Requirement to Revert

- (i) If, on finishing maternity leave, an employee has returned to work on a modified basis in accordance with subclause 6.13.14(d) the Employer may subsequently require the employee to resume working on the same basis as the employee worked immediately before starting maternity leave.
- (ii) A requirement can be made under subclause 6.13.14(f)(i) only if:
  - the requirement is made on grounds relating to the adverse effect that the employee continuing to work on a modified basis would have on the conduct of the operations or business of the Employer and those grounds would satisfy a reasonable person; or
  - the employee no longer has a child who has not reached the compulsory education period as defined in section 6 of the *School Education Act 1999*.

6.13.15 Effect of Maternity Leave on the Contract of Employment

(a)

- (i) Paid maternity leave will count as qualifying service for all purposes under this Agreement.
- (ii) Qualifying service for any purpose under this Agreement is to be calculated according to the number of weeks of paid maternity leave that were taken at full pay or would have been had the employee not taken paid maternity leave at half pay. Employees who take paid maternity leave on half pay do not accrue entitlements beyond those that would have accrued had they taken the leave at full pay.

(b)

- (i) Absence on unpaid maternity leave or extended unpaid maternity leave will 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 will not be taken into account in calculating the period of service for any purpose under any relevant award, agreement or industrial instrument. Periods of unpaid leave of 14 days or less will, 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 2.15 - Termination of this Agreement.

- (d) An Employer will not terminate the employment of an employee on the grounds of the employee's application for maternity leave, or absence on maternity leave but otherwise the rights of the Employer in respect of termination of employment are not affected.

## **6.14 ADOPTION LEAVE**

### **6.14.1 Eligibility**

- (a)
  - (i) A permanent employee, fixed term contract employee 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 subclause.
  - (ii) The period of leave for a fixed term contract employee will 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 Public Sector immediately preceding the adoption leave in order to receive the forms of paid leave as provided for by this clause.
- (c) An employee on a period of leave without pay unrelated to maternity leave, adoption leave, or other parent leave must resume duties prior to being entitled to paid adoption leave in accordance with the eligibility requirements.
- (d) An eligible Casual Employee as defined under subclause 6.13.1- Maternity Leave of this Agreement is entitled to unpaid adoption leave as provided by this clause.

### **6.14.2 General Entitlement to Adoption Leave**

- (a) Subject to the requirements of this subclause an eligible employee is entitled to 52 weeks unpaid adoption leave.
- (b)
  - (i) Subject to the requirements of this subclause an eligible employee is entitled to 14 weeks paid adoption leave that will form part of the 52-week unpaid entitlement.
  - (ii) The 14-week period of paid adoption leave is inclusive of any public holidays falling within that time.
  - (iii) The period of paid adoption leave can be extended by the employee taking double the leave on a half-pay basis and its effect is in accordance with subclause 6.13.15 – Effect of Maternity Leave on the Contract of Employment.



- (c) An employee must take adoption leave in one continuous period with the exception of:
  - (i) Special Temporary Employment or Special Casual Employment pursuant to subclause 6.13.13; and
  - (ii) Unpaid Special Leave pursuant to subclause 6.13.8.
- (d) Except for leave provided under subclause 6.14.3(f) and 6.16 - Partner Leave of this Agreement only one parent can proceed on maternity, adoption or other parent leave at any one time.
- (e) Where less than the 52 weeks adoption leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (f) Unpaid adoption leave may be taken in more than one continuous period where the employee undertakes special temporary employment or special casual employment in accordance with the provisions at subclause 6.13.13 – Employment During Unpaid maternity leave of this Agreement. In these circumstances, the provisions of subclause 6.13.13 – Employment During Unpaid maternity leave of this Agreement will apply.
- (g)
  - (i) Where both employees are employed in the Public Sector an entitlement to paid or unpaid maternity leave, adoption leave, or other parent leave or parental leave provided for by another industrial agreement can be shared and
  - (ii) The entitlement provided to the employees will not exceed the paid maternity, adoption or other parent leave quantum for one employee or its half pay equivalent
  - (iii) The employees may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under subclause 6.13.5(d) – maternity leave of this Agreement. This does not prevent an employee from taking paid or unpaid partner leave as prescribed by subclause 6.16 of this Agreement.

#### 6.14.3 Payment for Paid Adoption Leave

- (a)
  - (i) Subject to subclause 6.14.3(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 subclause 6.14.3(c), payment for a Part Time Employee is to be determined according to an average of the hours worked by the employee over the preceding 12 months; or their ordinary working hours

at the time of commencement of adoption leave, exclusive of shift and weekend penalties, whichever is greater.

- (b) An employee may elect to receive pay in advance for the period of paid adoption leave at the time the adoption leave commences or may elect to be paid the entitlement on a fortnightly basis over the period of the paid adoption leave.
- (c)
  - (i) An employee in receipt of a higher duties allowance for a continuous period of 12 months immediately prior to commencing paid adoption leave is to continue to receive the higher duties allowance for the first four weeks of paid adoption leave.
  - (ii) An employee who is entitled to be paid higher duties allowance in accordance with subclause 6.14.3(c)(i) and elects to take paid adoption leave at half pay will be paid the higher duties allowance at the full rate for the first four weeks only.
- (d) Where an employee is on a period of half pay adoption leave and their employment is terminated through no fault of the employee, the employee will 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 subclause 6.14.1(a)(iii) will 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 subclause 6.13.3 – Employment during unpaid maternity leave of this Agreement.
- f) Where less than the 52 weeks adoption leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- g) An eligible Casual Employee provided for under subclause 6.14.1(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.

#### 6.14.4 Commencement of Adoption Leave

- (a) An eligible employee can commence adoption leave from the day of placement of the child.
- (b) The period of paid adoption leave must conclude within 12 months of the day of placement except under exceptional circumstances as provided under subclause 6.13.6(f) - Maternity Leave of this Agreement but as it relates to adoption leave.

#### 6.14.5 Notice and Variation Requirements

- (a) An employee will 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 subclause 6.14.5(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 subclause 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.
- 6.14.6 Other Provisions: The following provisions, as provided under subclause 6.13 – Maternity Leave have application to adoption leave under this Agreement:
  - 6.13.9 - Interaction with Other Leave Entitlements;
  - 6.13.10 – Extended Unpaid Maternity Leave;
  - 6.13.11 – Communication during Maternity Leave;
  - 6.13.12 – Replacement Employee;
  - 6.13.13 – Employment during unpaid Maternity Leave;
  - 6.13.14 – Return to work on conclusion of Maternity Leave; and
  - 6.13.15 – Effect of Maternity Leave on the contract of employment.

## **6.15 OTHER PARENT LEAVE**

6.15.1 For the purposes of this subclause:

- (a) The “other parent” may or may not be the biological parent and does not necessarily have to be the partner of the birth parent and has a responsibility for the care of the child.
- (b) The “primary care giver” means the employee will assume the principal role for the care and attention of a child aged under 12 months or a newly adopted child.
- (c) Only one person can be the primary care giver of the child at any one time.

6.15.2 Eligibility

- (a)
  - (i) Where an eligible employee, other than an employee entitled to paid Maternity Leave under subclause 6.13.2 or adoption leave under subclause 6.14.1 in this Agreement, is the other parent and has a responsibility for the care of a child under the age of 12 months or newly adopted child the provisions of this clause will apply.
  - (ii) An employee must be the primary care giver of the child to access paid other parent leave.

- (iii) An Employer may require an employee to provide confirmation of their primary carer status with evidence that would satisfy a reasonable person.
- (b) An eligible Casual Employee as defined under subclause 6.13.2 - Maternity Leave of this Agreement 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 subclause.
  - (ii) An eligible permanent employee is entitled to 14 weeks paid other parent leave in accordance with this clause if they are the primary care giver of the child.
  - (iii) An employee employed on a fixed term contract will have the same entitlement to other parent leave; however, the period of leave granted will 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 subclause.
- (d) A permanent or fixed term contract employee must have completed twelve months continuous service in the Public Sector immediately preceding the other parent leave in order to receive the forms of paid leave as provided for by this subclause.
- (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.

### 6.15.3 General Entitlement to Other Parent Leave

- (a) Subject to the requirements of this subclause 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 if they are the primary care giver of the child.
  - (ii) The 14-week period of paid other parent leave any public holidays falling within that time.
  - (iii) The period of paid other parent leave can be extended by the employee taking double the leave on a half-pay basis and in its effect is in accordance with subclause 6.13.5 – 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 subclause 6.13.13 – Employment During Unpaid Maternity Leave of this Agreement.
- (d) 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.
- (e) Except for leave provided under subclause 6.16 - Partner Leave of this Agreement only one parent can proceed on maternity, adoption or other parent leave at any one time.
- (f)
  - (i) An employee, whose partner is not employed, or is employed and does not intend to take unpaid parental related leave for a child under the age of 12 months or placement of a newly adopted child as provided for in subclause 6.14 – Adoption Leave of this Agreement, may access unpaid other parent leave where:
    - The employee will have a responsibility for the care of a child; and
    - The partner has responsibility for the care of the child for the period between the date of birth or placement of the child and the start date of the employee's leave.
  - (ii) The leave application must ensure that the leave commences within 12 months of the date of birth or placement of the child.
  - (iii) This entitlement forms part of an employee's 52-week unpaid other parent leave entitlement and may not be extended beyond 24 months after the date of birth or date of placement of a newly adopted child as provided for in subclause 6.14 – Adoption Leave of this Agreement.
- (g) Unpaid other parent leave may be taken in more than one continuous period where the employee undertakes special temporary employment or special casual employment in accordance with the provisions at subclause 6.13.13 – Employment During Unpaid Maternity Leave in this Agreement. In these circumstances, the provisions of subclause 6.13.13 – Employment During Unpaid Maternity Leave of this Agreement, will apply.
- (h)
  - (i) Where both parents are employed in the Public Sector an entitlement to paid or unpaid maternity leave, adoption leave or other parent leave or parental leave provided for by another industrial agreement can be shared and
  - (ii) The entitlement provided to the Employees will 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 subclause 6.15.3(i) following of this subclause. This does not prevent an employee from taking paid or unpaid partner leave as prescribed by subclause 6.16 – Partner Leave of this Agreement.
- (i) An eligible Casual Employee provided for under subclause 6.15.2(b) is entitled to unpaid other parent leave only.
- (j) If both parents work in the Public Sector and the mother is able to remain on paid maternity leave despite her incapacity to be her child's primary care giver, the Employee may choose which parent will access the paid leave.
  - (i) If the mother chooses to remain on paid maternity leave, the other parent may access unpaid other parent leave for the period they are their child's primary care giver.
  - (ii) If the other parent chooses to be the primary care giver of the child and accesses paid other parent leave the mother may access unpaid maternity leave.
  - (iii) Where the other parent accesses paid leave in accordance with this subclause, the mother is entitled to resume paid maternity leave if/when she becomes her child's primary care giver, subject to the provisions of this subclause 6.15.3(j).

#### 6.15.4 Payment for Paid Other Parent Leave

- (a)
  - (i) Subject to subclause 6.15.4(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 subclause 6.15.4(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 12 months; or their ordinary working hours at the time of commencement of other parent leave, exclusive of shift and weekend penalties, whichever is greater.
- (b) An employee may elect to receive pay in advance for the period of paid other parent leave at the time the other parent leave commences or may elect to be paid the entitlement on a fortnightly basis over the period of the paid other parent leave.
- (c)
  - (i) An employee in receipt of a higher duties allowance for a continuous period of 12 months immediately prior to commencing paid other parent

leave, is to continue to receive the higher duties allowance for the first four weeks of paid other parent leave.

- (ii) An employee who is entitled to be paid higher duties allowance in accordance with subclause 6.15.4(c)(i) and elects to take paid other parent leave at half pay will be paid the higher duties allowance at the full rate for the first four weeks only.
- (d) An employee is entitled to remain on paid other parent leave where the mother is incapacitated following the birth of the child; or the child dies or is hospitalised such that the employee or the employee's partner is not providing principal care to the child.
- (e) Where an employee is on a period of half pay other parent leave and their employment is terminated through no fault of the employee, the employee will 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 subclause 6.15.2(b)(iv) will 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 subclause 6.13.13.
- (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 subclause 6.15.2(b) is not entitled to be paid other parent leave.

#### 6.15.5 Commencement of other parent Leave

- (a) An eligible employee who has a responsibility for the care of the child can commence other parent leave from the child's birth date or placement, or a later date nominated by the employee.
- (b) The period of paid other parent leave must conclude within 12 months of the birth or placement of the child except under exceptional circumstances as subclause 6.13.6(f) – Maternity Leave of this Agreement but as it relates to other parent leave.

#### 6.15.6 Notice and Variation Requirements

- (a) An employee will 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 subclause 6.13.6(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 will give notice as soon as reasonably possible.
- (c) The granting of leave under this subclause 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 subclause 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.

6.15.7 Other Provisions: The following provisions, as provided under subclause 6.13 – Maternity Leave have application to other parent leave under this Agreement:

- 6.13.9 - Interaction with Other Leave Entitlements;
- 6.13.10 – Extended Unpaid Maternity Leave;
- 6.13.11 – Communication during Maternity Leave;
- 6.13.12 – Replacement Employee;
- 6.13.13 – Employment during unpaid Maternity Leave;
- 6.13.14 – Return to work on conclusion of Maternity Leave and
- 6.13.15 – Effect of Maternity Leave on the contract of employment.

## **6.16 PARTNER LEAVE**

6.16.1 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 subclause 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 sixteen; and has not lived continuously with the employee for six months or longer.

6.16.2 Subject to available credits the entitlement to one week's partner leave will be taken as

- (a) paid personal leave
- (b) paid annual and/or long service leave;
- (c) unpaid partner leave.

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

6.16.4

- (a) Subject to subclause 6.14.5, the taking of partner leave by an employee will have no effect on their or their partner's entitlement, where applicable, to access paid maternity leave as provided by subclause 6.13 paid adoption leave as provided by subclause 6.14 and paid other parent leave as provided for by subclause 6.15.

6.16.5 Where applicable, unpaid partner leave taken by an employee will be counted as part of the employee's other parent leave entitlement.

6.16.6 Any public holidays that fall during partner leave will be counted as part of the partner leave and do not extend the period of partner leave.

6.16.7 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 76/80 hours personal leave must be kept available for an employee to access for the purposes of an employee's entitlement to paid leave for illness or injury; or carer's leave.

6.16.8 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 subclause 6.2 – Personal Leave.

#### 6.16.9 **Right to Request Additional Unpaid Partner Leave**

6.16.10

- (a) The total period of partner leave provided by this subclause will not exceed eight weeks.
- (b) An employee is entitled to request an extension to the period of unpaid partner leave up to a maximum of eight weeks. The additional weeks will be unpaid and the eight-week maximum is inclusive of any period of partner leave already taken in accordance with subclause 6.14.2.

6.16.11

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

6.16.12 The Employer is to agree to an employee's request to extend their unpaid partner leave made under subclause 6.16.9 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:
  - (iii) cost;
  - (iv) lack of adequate replacement employees;
  - (v) loss of efficiency; and
  - (vi) impact on the production or delivery of products or services by the Employer.

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

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

6.16.15 Where an Employer agrees to an employee's request to extend their period of unpaid partner leave under subclause 6.16.9, the Employer must allow an employee to elect to substitute any part of that period of unpaid partner leave with accrued annual leave or long service leave.

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

6.16.17 Notice

- (a) The employee will give not less than four weeks' notice in writing to the Employer of the date the employee proposes 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 will 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.

6.16.18 Effect of Partner Leave on the Contract of Employment: The provisions of subclause 6.13 – Maternity Leave of this Agreement concerning the effect of partner leave on the contract of employment will apply to Employees accessing partner leave, with such amendment as necessary.

6.16.19 Eligible Casual Employees: An eligible Casual Employee, as defined in subclause 6.13.2 – Maternity Leave of this Agreement, is only entitled to unpaid partner leave.

## **6.17 SUPERANNUATION ON UNPAID PARENTAL LEAVE**

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

- (a) unpaid maternity leave, which includes unpaid maternity leave, unpaid special maternity leave and extended unpaid maternity leave under clause 6.13;
- (b) unpaid adoption leave under clause 6.14; and
- (c) unpaid other parent leave under 6.15 of this Agreement.

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

6.17.3 Superannuation contributions made under this clause will be calculated:

- (a) in respect of the period of unpaid maternity leave, unpaid adoption leave or unpaid other parent leave taken or 24 weeks; whichever is lesser;
- (b) based on the amount that would have been paid to the employee had they taken paid maternity leave, paid adoption leave or paid other parent leave for that period, in accordance with the following: and exclusive of shift and weekend penalties;
  - (vii) for Full Time Employees – the ordinary working hours at the time of commencement of parental leave;
  - (viii) for Part Time Employees – an average of the hours worked by the employee over the preceding 12 months; or their ordinary working hours at the time of commencement of parental leave, whichever is greater; or
  - (ix) for eligible Casual Employees – an average of the hours worked by the eligible Casual Employee over the preceding 12 months.

6.17.4 Superannuation contributions will be paid:

- (a) to the employee's superannuation fund in respect of which superannuation contributions for that Employee are made; and
- (b) at the time that the period of unpaid parental leave in respect of which the contributions are payable concludes.

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

## **6.18 COMPASSIONATE LEAVE FOR EARLY PREGNANCY LOSS**

- 6.18.1 An employee and/or partner of the employee is entitled to up to three consecutive days of paid compassionate leave on each occasion a pregnancy ends without the birth of a living child up to 20 weeks before the expected date of birth.
- 6.18.2 Leave commences from the date the pregnancy ends and is not to be taken during any other period of leave, including unpaid leave.
- 6.18.3 The employee must provide notice as soon as reasonably practicable indicating the period of leave sought and anticipated return to duty.
- 6.18.4 The employer can require reasonable evidence that an early pregnancy loss has occurred such as a medical certificate or a recognition certificate for early pregnancy loss issued by the WA Registry of Births, Deaths and Marriages.
- 6.18.5 The provisions of clause 6.18.1 apply to a:
  - (a) Part Time Employee on a pro rata basis;
  - (b) Casual Employee to the extent of their future rostered shifts, or if there is no certainty about future rosters, the preceding four-week average of shifts worked.

## **6.19 FOSTER CARER'S LEAVE**

- 6.19.1 Foster and short-term carer's leave is available to an employee who is a foster carer in the state of Western Australia, to enable them to attend to the care of a child in an emergency or other out of home care placement. Foster carer includes kinship arrangements and respite care that has not been determined to be permanent.
- 6.19.2 A permanent employee, fixed term contract employee or Casual Employee has access to three days of non-cumulative leave per calendar year.
- 6.19.3 Employees must give reasonable notice prior to taking foster care leave and must provide an estimate of the period of absence from work.
- 6.19.4 Employees can, by agreement with the Employer, take foster carer leave in minimum periods of one hour.

- 6.19.5 Leave credits can be used to attend training associated with the Employee's Foster Carer responsibilities.
- 6.19.6 Employees must provide the Employer with documentation supporting their eligibility for the leave.
- 6.19.7 The entitlement to foster carer leave in accordance with clause 6.25.2 for Casual Employees applies to the extent of their agreed working arrangements.

## **6.20 PURCHASED LEAVE – 48/52 WAGES ARRANGEMENT**

- 6.20.1 The Employer may approve an employee's application to enter into an arrangement whereby the employee can purchase up to four weeks additional leave.
- 6.20.2 The Employer will assess each application for 48/52 wage arrangement on its merits and give consideration to the personal circumstances of the employee seeking the arrangement and to the Employers' operational requirements.
- 6.20.3 Access to purchased leave will be subject to subclauses 6.18.1 and 6.18.2 and to:
  - (a) the employee having satisfied the Employer's accrued leave management policy;
  - (b) the employee having not more than 10 weeks total annual leave (which includes accrued and pro-rata), long service leave and days in lieu balance anticipated as at June 30.
  - (c) during the financial year for which the purchased leave is requested, the employee will not complete a qualifying period for long service leave; and
  - (d) the employee having nominated when the purchased leave will be taken as part of the Leave Roster Process, which can only be altered by approval of the Employer.
- 6.20.4 The Employer reserves the right to withdraw from the purchased leave arrangement where the employee:
  - (a) Is internally transferred or promoted; or
  - (b) Where there are operational requirements warranting such action.
- 6.20.5 Purchased leave arrangements run over a financial year concluding on 30 June. Employees who wish to participate in a purchased leave arrangement must submit a leave request by 31 January to be considered for the leave roster to be posted prior to 31 March to cover the next financial year's leave.
- 6.20.6 The employee can agree to take a reduced wage spread over the 52 weeks of the year and receive the following amounts of additional purchased leave:

<b>Number of weeks wages spread over 52 weeks</b>	<b>Number of weeks purchased leave</b>
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- 6.20.7 An employee who receives an aggregated wage and agrees to a reduced wage spread in accordance with 6.18.6 will also receive a deduction to their aggregate that will match the deduction made to their Base Wage Rate. The aggregate will continue to be paid (at the reduced rate) when the employee takes the purchased leave.
- 6.20.8 The purchased leave will not be able to be accrued. The employee is to be entitled to pay in lieu of the additional leave not taken. In the event that the employee is unable to take such purchased leave, their wage will be adjusted on the last pay period in July to take account of the fact that time worked during the year was not included in the wage. Untaken purchased leave will be paid out at the rate at which it was purchased.
- 6.20.9 Where an employee who is in receipt of a higher duties allowance provided for in the relevant award proceeds on any period of additional purchased leave, the employee will not be entitled to receive payment of the allowance for any period of purchased leave.
- 6.20.10 In the event that a Part Time Employee's ordinary working hours are varied during the year, the wage paid for such leave taken will be adjusted on the last pay in July to take into account any variations to the employee's ordinary working hours during the previous year.
- 6.20.11 An employee may withdraw from this arrangement prior to completing the 52-week period by four weeks written notice. The employee will be entitled to pay in lieu of wages forgone to that time but will not be entitled to equivalent absence from duty
- 6.20.12 Where an employee or the Employer withdraws from a purchased leave arrangement, payment in lieu of wages forgone will be paid out at the rate at which it was purchased.

## **6.21 EMERGENCY SERVICES LEAVE**

- 6.21.1 The Employer will grant paid leave to an employee who is a member of, or has a member-like association with, an emergency management agency as defined by the *Emergency Management Act 2005*, and who is absent from work to participate in an emergency response as a volunteer for the emergency management agency.

- 6.21.2 Paid leave for an employee who is absent to volunteer for an emergency management agency includes any additional payments or allowances the employee would ordinarily have received if they had not been absent.
- 6.21.3 An employee who intends to be absent from for this purpose is to ensure the employer is advised as soon as possible as to the absence and, where possible, the expected duration of leave.
- 6.21.4 An application for Emergency Service Leave is to be supported by written confirmation from the emergency management agency certifying that the employee was required for the specified period.

## **6.22 DEFENCE FORCE RESERVES LEAVE**

- 6.22.1 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.
- 6.22.2 Leave of absence may be paid or unpaid in accordance with the provisions of this subclause.
- 6.22.3 Application for leave of absence for defence service will, in all cases, be accompanied by at least six weeks' notice and evidence of the necessity for attendance. At the expiration of the leave of absence granted, the employee will provide a certificate of attendance to the Employer.
- 6.22.4 Paid leave
  - (a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to be paid leave of absence for defence service, subject to the conditions set out hereunder.
  - (b) Part Time Employees will receive the same paid leave entitlement as Full Time Employees, but payment will only be made for those hours that would normally have been worked but for the leave.
  - (c) On written application, an employee will 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 will 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.
- (g) Paid defence force reserves leave does not affect accrual of annual leave, long service leave and personal leave.

6.22.5 Unpaid leave: Leave of absence for the purpose of defence service will be unpaid where:

- (a) The absence exceeds the paid entitlement prescribed in subclause 6.20.4 of this Agreement;
- (b) The employee fails to provide the Employer with at least 6 weeks' notice and evidence of the necessity for attendance as required by subclause 6.20.3 of the Agreement; and
- (c) The employee is employed on a casual basis.

6.22.6 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.

## **6.23 STUDY LEAVE**

### **6.23.1 Conditions for granting time off**

- (a) An employee may be granted time off with pay for part-time study purposes at the discretion of the Employer.
- (b) Part Time Employees are entitled to study leave on the same basis as Full Time Employees. Employees working shift work or on fixed term contracts also have the same access to study leave as all other employees.
- (c) 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 conducted during normal working hours. The equivalent applies if studying by correspondence.

- (d) Employees who are obliged to attend educational institutions for compulsory block sessions may be granted time off with pay, including travelling time, up to the maximum annual amount allowed to an employee in subclause 6.23.1(c) of this subclause.
- (e) Employees will be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study or for the mature age entrance examination for tertiary admission conducted by the Tertiary Institution Service Centre.
- (f) In every case the approval of time off to attend lectures and tutorials will be subject to:
  - (i) The Employer's convenience;
  - (ii) The course being undertaken on a part-time basis;
  - (iii) Employees undertaking an acceptable formal study load in their own time;
  - (iv) Employees making satisfactory progress with their studies; and
  - (v) The course being relevant to the employee's career in the Public Sector and being of value to the State.
- (g) A service agreement or bond will not be required.

#### **6.23.2 Payment of fees and other costs**

- (a) Cadets and Trainees
  - (i) Employers 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 post-secondary institution. Employees who, of their own volition, attend such institutions to gain higher qualifications will be responsible for the payment of fees.
  - (ii) This assistance does not include the cost of textbooks or guild and society fees.
  - (iii) 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.
- (b) All employees
  - (i) Notwithstanding subclause 6.23.2(a), the Employer has the discretion to reimburse an employee for the full or part of any reasonable costs of enrolment fees, Higher Education Contribution Surcharge, compulsory textbooks, compulsory computer software, and other necessary study materials. Half of the value of the agreed costs will be reimbursed immediately following production of written evidence of successful completion of the subject for which reimbursement has been claimed. The

Employer and employee may agree to alternative reimbursement arrangements.

### 6.23.3 **Approved courses**

- (a) Approved courses include:
  - (i) first degree or associate diploma courses at a post-secondary institution.
  - (ii) diploma courses and two-year full-time certificate courses at Technical and Further Education (TAFE).
  - (iii) secondary courses leading to the Tertiary Entrance Examination (see subclause 6.23.4(i) or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.
  - (iv) courses recognised by the National Accreditation Authority of Translators and Interpreters in a language relevant to the needs of the Public Sector.
- (b) Except as outlined in subclause 6.23.3(d) of this subclause, employees are not eligible for study assistance if they already possess one of the qualifications specified in subclause 6.23.3(a)(i) of this subclause.
- (c) An employee who has completed a diploma through TAFE is eligible for study assistance to undertake a degree course at any of the tertiary institutions in subclause 6.21.3(a)(i). 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 subclause 6.23.3(a)(ii) of this subclause, or a degree or associate diploma course specified in subclause 6.23.3(a)(i) of this subclause.
- (d) Assistance towards additional qualifications including second or higher degrees may be granted in special cases in a specialist area of benefit to the Public Sector as well as the employee.

### 6.23.4

- (a) In determining the Employer's convenience, Employers should give due emphasis to the employee's career aspirations.
- (b) An acceptable part-time study load should be regarded as not less than five hours per week of formal tuition or the equivalent if studying by correspondence with at least half of the total formal study commitment being undertaken in the employee's own time, except in special cases such as where the employee is in the final year of study and requires less time to complete the course, or the employee is undertaking the recommended part-time year or stage and this does not entail five hours formal study.
- (c) The relevance of a course should be determined from a Public Sector rather than an Employer perspective. For instance, an employee may be undertaking a course of study which is of no special relevance to the employee's work or Employer, but which may well be particularly significant in some other section of the Public Sector.

- (d) A first degree or associate diploma course does not include the continuation of a degree or associate diploma towards a higher postgraduate qualification.
- (e) In cases where employees are studying subjects that require fortnightly classes, the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.
- (f) 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.
- (g) An employee will not be granted more than five hours' time off with pay per week except in exceptional circumstances where the Employer may decide otherwise.
- (h) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.
- (i) Study leave for attendance at courses leading to the Australian Tertiary Admission Rank will generally only be granted if the employee has already unsuccessfully attempted to enter tertiary studies through the mature age entrance examination conducted by the Tertiary Institutions Service Centre. However, this condition will not apply if a pass in certain subjects is a prerequisite for entry into an intended course of non-tertiary study or training that meets the requirements specified in this subclause.

6.23.5 Subject to the provisions of subclause 6.23.6 of this subclause, the Employer may grant an employee full time study leave with pay to undertake:

- (a) post graduate degree studies at Australian or overseas tertiary education institutions; or
- (b) study tours involving observations and/or investigations; or
- (c) a combination of postgraduate studies and study tours.

6.23.6 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:

- (a) 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 subclasses 6.23.1 to 6.23.5 of this subclause, and subclause 6.25 - Leave Without Pay.
- (b) it must be a highly specialised course with direct relevance to the employee's profession.
- (c) it must be highly relevant to the Employer's corporate strategies and goals.
- (d) the expertise or specialisation offered by the course of study should not already be available through other employees employed within the organisation.

- (e) if the applicant was previously granted study leave, studies must have been successfully completed at that time. Where an employee is still under a bond, this does not preclude approval being granted to take further study leave if all the necessary criteria are met.
- 6.23.7 Full time study leave with pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.
- 6.23.8 Where an outside award is granted and the studies to be undertaken are considered highly desirable by an Employer, financial assistance to the extent of the difference between the employee's normal wage 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.
- 6.23.9 The Employer supports recipients of coveted awards and fellowships by providing study leave with pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, allowance for books, accommodation or a contribution towards accommodation.
- 6.23.10 Where recipients are in receipt of a living allowance, this amount should be deducted from the employee's wages for that period.
- 6.23.11 Where the Employer approves full time study leave with pay, the actual wage contribution forms part of the Employer's approved average staffing level funding allocation. Employers should bear this in mind if considering temporary relief.
- 6.23.12 Where study leave with pay is approved and the Employer also supports the payment of transit costs and/or an accommodation allowance, the Employer will gain approval for the transit and accommodation costs as required.
- 6.23.13 Where employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the Employer together with some local transit and accommodation expenses providing it meets the requirements of subclause 6.23.6 of this clause. Each case is to be considered on its merits.
- 6.23.14 The period of full-time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for employees under this Agreement.

## **6.24 PAID LEAVE FOR ENGLISH LANGUAGE TRAINING**

- 6.24.1 Leave during normal working hours without loss of pay will be granted to employees from a non-English speaking background, who are unable to meet standards of communication to advance career prospects, or who constitute a safety hazard or risk to themselves and or fellow employees or are not able to meet the accepted production requirements of that particular occupation or industry, to attend English training conducted by an approved and authorised Authority.

- 6.24.2 Leave will be granted to enable employees selected to achieve an acceptable level of vocational English proficiency. In this respect the tuition content with specific aims and objectives incorporating the pertinent factors at subclause 6.23.3 hereof will be agreed between the Employer, the Union, and the Adult Migrant Education Service or other approved Authority conducting the training.
- 6.24.3 Subject to appropriate needs assessment participation in training will be on the basis of minimum of 100 hours per employee per year.
- 6.24.4 The agreed desired proficiency level will take account of the vocational needs of an employee in respect of communication, safety, welfare, and productivity within his/her current position as well as those positions to which he/she may be considered for promotion or redeployment. It will also take account of issues in relation to training, retraining and multi-skilling, safety provisions, and equal opportunity employment legislation.

## **6.25 LEAVE WITHOUT PAY**

- 6.25.1 Subject to subclause 6.25.2, the Employer may grant an employee leave without pay for any period and is responsible for that employee on their return.
- 6.25.2 Every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:
  - (a) the work of the Employer is not inconvenienced; and
  - (b) all other leave credits of the employee are exhausted.
- 6.25.3 An employee on a fixed term appointment may not be granted leave without pay for any period beyond that employee's approved period of engagement.
- 6.25.4 The Employer may grant an employee leave without pay to undertake full time study, subject to a yearly review of satisfactory performance. Leave without pay for this purpose will not count as qualifying service for leave purposes, unless the study was undertaken as a form of award or scholarship which has been completed, in which case - consideration may be given to the absence counting as qualifying service for all purposes except annual leave.
- 6.25.5 Subject to the provisions of subclause 6.25.2, the Employer may grant an employee who has been awarded a sporting scholarship by the Australian Institute of Sport, leave without pay.
- 6.25.6 An employee who is granted leave without pay to accept a scholarship from the Australian Institute of Sport will have that absence count as qualifying service for all purposes except annual leave.
- 6.25.7 Unless otherwise specified in this Agreement, any continuous period of leave without Pay which exceeds 14 days will not count as qualifying service for any purpose.

## **6.26 CASHING OUT OF LEAVE ENTITLEMENTS**

- 6.26.1 The Employer may approve the cashing out of the following forms of leave:
- (a) accrued long service leave;
  - (b) up to 50% of any annual leave accrued by an employee during any completed year of service;
  - (c) accrued leave in lieu of public holidays.
- 6.26.2 Requests to cash out leave will be in writing and consistent with the provisions of any relevant Employer policies. They will usually be made in conjunction with the submission of leave requests during the nomination period for the leave roster process under clause 6.5 – Rostering of Leave of this Agreement. Requests to cash out leave made at other times may be approved at the discretion of the Employer, taking into account operational requirements and the reason the request was not made at the usual time.
- 6.26.3 The minimum amount of accrued long service leave which may be cashed out at any time is four weeks. The PTA may in its discretion approve a request from an employee to cash out long service leave in minimum amounts of less than four weeks.
- 6.26.4 Except where the Employer is satisfied there are extenuating circumstances, a minimum of 80 hours accrued leave must be taken in a calendar year for any application to cash out long service leave or annual leave to be approved.

## **6.27 PUBLIC HEALTH EMERGENCY LEAVE**

### **Definitions**

- 6.27.1 In this clause:
- (a) “Public health emergency” means an incident or emergency that is the subject of Directions issued under Parts 11 or 12 of the *Public Health Act 2016 (WA)*
  - (b) “Diagnosed person” means a person who has a current positive test for a disease the subject of the public health emergency or an incident that is deemed a serious public health risk by way of testing or a diagnostic regime accepted within the WA health system as being reliable indicator that the person has the disease.
  - (c) “Ordinary pay” is to be calculated according to the rostered or ordinary hours the employee would have worked, had they not been subject to a government requirement to isolate or quarantine. For a Casual Employee, ordinary pay is to be calculated with reference to the Employer’s rostered future shifts or, if there is no certainty about the future rosters, the preceding four-week average of shifts worked.

### **Special Public Health Emergency Leave**

- 6.27.2 The Employer is to credit each employee with 20 days of non-cumulative Special Public Health Emergency Leave on January 1 each year.
- 6.27.3 An employee employed on a fixed term contract for a period of 12 months, or more is to be credited with the same entitlement as a permanent employee. An employee on a fixed term contract for a period less than 12 months is to be credited on pro rata basis for the period of the contract.
- 6.27.4 A Part Time or Casual Employee is to be credited with the same entitlement as permanent employee, calculated on a pro rata basis according to the number of hours worked each fortnight.
- 6.27.5 Employees absent on special public health emergency leave are to receive their ordinary pay.
- 6.27.6 Employees who have exhausted their special public health emergency leave can access existing personal leave entitlement under clause 6.2 – Personal Leave of this Agreement.

### **Eligibility for Special Public Health Emergency Leave**

- 6.27.7 Special public health emergency leave can only be taken in respect of absences from work during:
  - (a) a public health emergency; or
  - (b) other significant events as agreed between the Union and the Executive Director Government Sector Labour Relations.
- 6.27.8 An employee who is diagnosed person or is subject to a government requirement to isolate or quarantine can access special public health emergency leave before existing personal leave entitlements under clause 6.2 Personal Leave of this Agreement.
- 6.27.9 Employees with caring responsibilities can access special public health emergency leave if they are caring for, or providing support to a member of the employee's family or household because:
  - (a) the other person is a diagnosed person or is subject to a government requirement to isolate or quarantine; or
  - (b) a child's school has closed, or the person's other care arrangements are unavailable because of a public health emergency.
- 6.27.10 Compassionate access to a special public health emergency leave can be granted in exceptional circumstances despite not being a reason referred to in clause 6.27.9.
- 6.27.11 Special public health emergency leave is not to be debited for public holidays that the employee would have observed.



- 6.27.12 An employee is unable to access special public health emergency leave while on any period of leave without pay, parental or related leave, or annual or long service leave except as provided for in clauses 6.2.17 (re-crediting annual leave) and 6.2.18 (re-crediting long service leave).

#### **Notice and Access**

- 6.27.13 Special public health emergency leave can be taken on an hourly basis.
- 6.27.14 Reasonable and legitimate requests for special public health emergency leave are approved subject to available credits. Where practicable, the employee must give reasonable notice before taking leave.
- 6.27.15 Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work is to be provided

#### **Evidence**

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

## **7. CONSULTATION**

- 7.1.1 The parties to this Agreement recognise the need for effective communication to improve the business and operational performance and working environment in the PTA.
- 7.1.2 The parties to this Agreement 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 PTA.
- 7.1.3 Where the Employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of employees, the Union and employees affected will be notified by the Employer as early as possible.

## **7.2 INTRODUCTION OF CHANGE**

- 7.2.1 This term applies if:
- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - (b) the change is likely to have a significant effect on employees of the enterprise.
- 7.2.2 The Employer must notify the relevant employees and the Union of the decision to introduce the major change.
- 7.2.3 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant employees and the Union:
  - (b) the introduction of the change; and
    - (i) the effect the change is likely to have on the employees; and
    - (ii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (c) for the purposes of the discussion — provide, in writing, to the relevant employees and the Union:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- 7.2.4 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees and the Union.
- 7.2.5 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 7.2.6 If a provision in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 7.2.2, 7.2.3 and 7.2.5 are taken not to apply.
- 7.2.7 In this provision, a major change is “likely to have a significant effect on employees” if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the Employer’s workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.
- 7.2.8 In this provision, “relevant employees” means the employees who may be affected by the major change.
- 7.2.9 Where a decision is made to make a position or positions redundant:

- (a) the provisions of this clause will apply; and
- (b) subclause 2.16 – Redeployment and Redundancy will be relevant.

### **7.3 CONSULTATIVE COMMITTEE**

- 7.3.1 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 Transwa.
- 7.3.2 The parties recognise that effective communication and consultation can assist to improve the working environment and operational performance within Transwa.
- 7.3.3 Transwa will establish a consultative committee, for the purpose of consultation on collective employment issues including but not limited to:
  - a) identifying and implementing continuous improvements to the workplace;
  - b) industrial relations related issues; and
  - c) changes to work organisation and/or work practices.
- 7.3.4 Matters not resolved through the consultative committee can be dealt with in accordance with clause 8 – Dispute Resolution Procedure.
- 7.3.5 The consultative committee will comprise representatives of the Employer and employees nominated by the Union.
- 7.3.6 Employee representatives will represent the combined views of all the occupational groups employed under this Agreement.
- 7.3.7 Proxies will be eligible to attend consultative committee meetings in place of the nominated employee representative who is unavailable to attend.
- 7.3.8 The Employer chairs the consultative committee meeting.
- 7.3.9 Any Employee to whom this Agreement applies may attend a consultative committee meeting in their own time as an observer.
- 7.3.10 The Employer will convene a consultative committee meeting within 28 days of a written request being received from the Union to discuss matters specified in that request. The parties are not required to participate in more than one meeting of the consultative committee meeting in any three-month period but may agree to meet more frequently.
- 7.3.11 Except for the provisions of this clause, the consultative committee will otherwise determine its own operating procedures.

## **8. DISPUTE RESOLUTION**

### **8.1 DISPUTE RESOLUTION PROCEDURE**

- 8.1.1 Questions, disputes or difficulties arising under this Agreement, or in the course of the employment of employees covered by this Agreement, will be dealt with in accordance with this clause.
- 8.1.2 The matter will first be discussed between the employee and immediate supervisor or other appropriate employee of the PTA, within five working days after the issue has arisen.
- 8.1.3 If the dispute cannot be resolved at this level, the matter will be referred to and be discussed with the relevant supervisor's manager and an attempt made to find a satisfactory solution, within a further three working days. An employee may be accompanied by a Union representative.
- 8.1.4 If the dispute is still not resolved, it may be referred by the employee/s or Union representative to the Chief Executive Officer or his/her nominee.
- 8.1.5 Where the dispute cannot be resolved within five working days of the employee/s or Union representatives referral of the dispute to the Chief Executive Officer or his/her nominee, either party may refer the matter to the Commission.
- 8.1.6 The period for resolving a dispute may be extended by agreement between the parties to this Agreement.
- 8.1.7 The parties to this Agreement will maintain and will not disrupt the provision of services to the public while disputes are being dealt with under this procedure.
- 8.1.8 Nothing in this clause constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008*.

## **9. REGISTERED ORGANISATION MATTERS**

### **9.1 FACILITIES FOR WORKPLACE DELEGATES**

- 9.1.1 The PTA recognises the rights of the Union to organise and represent their members.
- 9.1.2 Union delegates have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing the interests of the Union members within the PTA to whom this Agreement applies.
- 9.1.3 The PTA will provide the Union a quarterly report of new employees, which identifies the commencement date of new employees, their employment status, occupation, hours of work, work location, business email addresses and business phone numbers where available.
- 9.1.4 The Union will advise the PTA in writing the name or names of the Union representatives in the organisation including their role and authority.

9.1.5 The Employer recognises the Union's delegates in the PTA and will allow them to carry out their role and functions. Subject to prior approval the Employer will provide Union delegates with the following:

- (a) Paid time off from normal duties to perform their functions as Union delegates such as organising, recruiting, individual grievance handling, collective bargaining and 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 will not unreasonably affect the operation of the organisation and will be in accordance with normal Employer protocols.
- (c) A notice board for the display of Union materials including broadcast email facilities consistent with the PTA Telecommunications Policy.
- (d) Paid access to periods of leave for the purpose of attending Union training courses. Such paid leave will be at the employee's Ordinary Wage Rate of pay as provided for in this Agreement.
- (e) Notification of the commencement of new employees, and as part of their induction, time to discuss the benefits of Union membership with them.
- (f) Access to work locations, names, and rostered hours of work of employees. This information and access will also be provided to Union officials upon request.
- (g) Access to awards, agreements, orders, policies and procedures.
- (h) The names of any Equal Employment Opportunity representatives.

9.1.6 The Employer recognises that it is paramount that Union delegates are not threatened or disadvantaged in any way as a result of their role as a Union delegate.

## **9.2 TRADE UNION TRAINING LEAVE**

9.2.1 Subject to the provisions of this subclause:

- (a) The Employer will grant paid leave of absence to employees who are nominated by the Union to attend short courses relevant to the Public Sector or the role of union workplace representatives facilitated by the Union.
- (b) Paid leave of absence will also be granted for employees to attend similar courses or seminars as from time to time approved by agreement between the Employer and the Union.

- 9.2.2 An employee will be granted up to a maximum of five days paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five days and up to 10 days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten days.
- 9.2.3 Leave of absence will be granted at the Ordinary Wage Rate and will not include shift allowances, penalty rates or overtime. Where a public holiday or Blank Day (including a Blank Day as a result of working a 38 or 40 hour week) falls during the duration of a course, a day off in lieu of that day will not be granted.
- 9.2.4 Subject to subclause 9.2.3 of this subclause, shift employees attending a course will be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
- 9.2.5 Part Time Employees will receive the same entitlement as Full Time Employees, but payment will only be made for those hours that would normally have been worked but for the leave.
- 9.2.6 The granting of leave pursuant to the provisions of subclause 9.2.1 of this subclause is subject to the operation of the organisation not being unduly affected and to the convenience of the Employer.
- 9.2.7 Any application by an employee will be submitted to the Employer for approval at least four weeks before the commencement of the course, provided that the Employer may agree to a lesser period of notice.
- 9.2.8 All applications for leave will be accompanied by a statement from the Union indicating that the employee has been nominated for the course. The application will provide details as to the subject, commencement date, length of course, venue and the organisation that is conducting the course.
- 9.2.9 A qualifying period of 12 months service will be served before an employee is eligible to attend courses or seminars of more than one half-day duration. An Employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than 12 months service.
- 9.2.10 The Employer will not be liable for any expenses associated with an employee's attendance at trade union training courses.
- 9.2.11 Leave of absence granted under this subclause will include any necessary travelling time in normal working hours immediately before or after the course.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 UNIFORMS AND PROTECTIVE CLOTHING**

- 10.1.1 Employees are at all times to be well presented, subject to the duties to be undertaken and in accordance with Transwa requirement. This is a responsibility shared by both Transwa and employees.

- 10.1.2 The provision of uniforms, while beneficial to Transwa and employees, is an expensive exercise which must be controlled and not compromised by unnecessary or unwarranted accumulation of uniform items by employees. Uniforms are to be worn when on duty in accordance with policy.
- 10.1.3 By way of explanation, the meaning of ‘fair wear and tear’ means that if an item of uniform has deteriorated to a point where its continued use would be detrimental to the objective of subclause 10.1.1, then any such item of uniform will be replaced upon presentation of the old item.
- 10.1.4 Any item of uniform that is damaged beyond repair, or is uneconomical to repair, will be replaced providing that the damaged item is returned.
- 10.1.5 Railcar Drivers Group employees

- (a) The Employer will provide the following “initial allocation” of uniforms for Railcar Drivers:

<b>General Uniform</b>	<b>Shed Driver’s Uniform</b>
5 shirts	2 shirts
2 trousers	2 trousers
1 vest or jumper	-
1 belt	-
1 cap	-
2 ties (male)	-
2 scarves (female)	-
1 jacket	-
2 pair safety footwear	-

- 10.1.6 On the basis of “fair wear and tear” a Railcar Driver may after a minimum of:
- (a) One year’s usage, choose up to a total of five items made up of shirts and/or a maximum of two trousers and/or one vest or one jumper Plus one item of the shed driver’s uniform.
- (b) One year’s usage, exchange a belt, a cap, ties/scarves, safety footwear and protective clothing.
- (c) Four years usage, exchange a jacket.

10.1.7 Road Coach Operators

- (a) The Employer will provide the following “initial allocation” of uniforms for Road Coach Operators:

<b>General Uniform</b>
5 shirts
2 trousers
1 vest or jumper
1 belt
1 cap
2 ties (male)
2 scarves (female)
1 jacket
1 pair safety footwear

10.1.8 On the basis of “fair wear and tear” a Road Coach Operator may:

- (a) After a minimum of one year’s usage, choose up to a total of five items, made up of shirts and/or a maximum of two trousers and/or one vest or 1 jumper.
- (b) On the basis of “fair wear and tear” Road Coach Operators may, after a minimum of one year’s usage, exchange a belt, a cap, ties/scarves and safety footwear.
- (c) On the basis of “fair wear and tear” Road Coach Operators may, after a minimum of four years usage, exchange a jacket.

10.1.9 Passenger Assistants

- (a) The Employer will provide the following “initial allocation” of uniforms for Passenger Assistants:

<b>General Uniform</b>
5 shirts
2 trousers
1 vest or jumper
1 belt
1 cap
2 ties (male)
2 scarves (female)
1 blazer
1 jacket
1 pair safety footwear



10.1.10 On the basis of “fair wear and tear” a Passenger Assistant may:

- (a) After a minimum of one year’s usage, choose up to a total of five items, made up of shirts and/or a maximum of two trousers and/or one vest or one jumper.
- (b) On the basis of “fair wear and tear” Passenger Assistants may, after a minimum of one year’s usage, exchange a belt, a cap, ties/scarves and safety footwear.
- (c) On the basis of “fair wear and tear” Passenger Assistants may, after a minimum of four years usage, exchange a blazer or a jacket.

10.1.11 Station Attendants

- (a) The Employer will provide the following “initial allocation” of uniforms for Station Attendants:

<b>General Uniform</b>
5 shirts
2 trousers
1 vest or jumper
1 belt
1 cap
2 ties (male)
2 scarves (female)
1 jacket
1 pair safety footwear

10.1.12 On the basis of “fair wear and tear” an employee may:

- (a) After a minimum of one year’s usage, choose up to a total of five items, made up of shirts and/or a maximum of two trousers and/or one vest or one jumper.
- (b) On the basis of “fair wear and tear” employees may, after a minimum of one year’s usage, exchange a belt, cap, ties/scarves and safety footwear.
- (c) On the basis of “fair wear and tear” employees may, after a minimum of four years usage, exchange a jacket.

## **10.2 HEALTH AND FITNESS**


- 10.2.1 To ensure that an employee is medically fit to carry out duties in a satisfactory and safe manner any employee including Railcar Drivers, Road Coach Operators and on-train employees will, if required by the Employer, undergo a medical examination with the Employer's occupational physician in accordance with requirements of the national health assessment for the rail industry. Where employees are found to be unfit, they will be managed under the PTA Health Management Policy or related applicable policies.
- 10.2.2 The Employer will pay the costs of any medical examination conducted by the Employer's occupational physician. However, subject to any policy to the contrary, the employee is responsible for any costs associated with any treatment of a condition identified by the Employer's occupational physician.
- 10.2.3 The employee will, as required, undergo drug and alcohol testing in accordance with the Employer's policies on the safety of personnel covered by this Agreement.
- 10.2.4 Employees will not be required to undergo a medical examination for the purposes of the national health assessment for the rail industry whilst such employee is on workers compensation, except and only when an employee returns from workers compensation and is medically cleared to recommence paid remuneration or a circumstance where a health assessment is required for the purpose of the alternative duties.

## **10.3 WORK HEALTH AND SAFETY REPRESENTATIVES RECORDS**

- 10.3.1 The Employer will maintain a Work Health and Safety (WHS) Representative Register (the Register).
- 10.3.2 The Register is to record the following information for each WHS representative in the Department/Organisation covered by this Agreement:
  - (a) name;
  - (b) work branch/division/directorate;
  - (c) work location;
  - (d) job title/occupation;
  - (e) date of election as WHS representative; and
  - (f) training details on completion of relevant WHS training courses, including initial and refresher training dates.
- 10.3.3 The Employer will provide a copy of the Register to the Union every six months.
- 10.3.4 The Register is to be submitted to the Government Sector Labour Relations division of the Department of Mines, Industry Regulation and Safety on 31 January each year, for the previous year.

## 11. SIGNATURES OF PARTIES BOUND

Signed:  Date: 9/5/23  
Peter Woronzow  
Chief Executive Officer  
Public Transport Authority of Western Australia

Signed:  Date: 11/5/23  
Joshua Dekuyer  
Branch Secretary  
Australian Rail, Tram, Bus Industry Union of Employees, Western Australia Branch

## SCHEDULE 1: ALLOWANCES

EBA Item	Penalty / Allowance	Rate
5.2.1	<b>Morning shift</b> (which commences at or between 0400 hours and 0530 hours)	\$4.07 per hour from 1 February 2023. \$4.27 per hour from 22 May 2023.
5.2.2	<b>Afternoon shift</b> (which commences before 1800 hours and the ordinary hours of which concludes at or after 1830 hours)	\$4.07 per hour from 1 February 2023. \$4.27 per hour from 22 May 2023.
5.2.3	<b>Night shift</b> (which commences at or between 1800 hours and 0359 hours)	\$4.82 per hour from 1 February 2023. \$5.06 per hour from 22 May 2023.
5.2.4	<b>Late Shift</b> (where the ordinary time commences or finishes at or between 0101 hours and 0359 hours)	\$4.82 per shift from 1 February 2023. \$5.06 per shift from 22 May 2023.
5.4	<b>Distance Allowance</b>  Road Coach Operator - where the distance travelled is in excess of 600km per shift	\$72.77 per shift from 1 February 2023. \$76.04 per shift from 1 February 2024.  Distance Allowance is indexed by the same percentage applied to the Road Coach Operator Base Wage Rate and applied from the same operative dates as the increases to Base Wage Rates during the term of this Agreement.
5.5	<b>Away from Home and Meal Allowance</b>  Railcar Drivers Group & Road Coach Operators  - for each two-hour period or part thereof	\$8.21 from the date of registration of the Agreement.  The rates expressed in subclause 5.5.2 under Clause 5.5 are reviewed annually against the <i>ABS Consumer Price Index – 6401.0 Food and non-alcoholic beverages (Australia)</i> for Perth, with effect from 1 July each year. Adjustments are based on the movement between the most recent March index value and the March index value 12 months preceding and adjusted administratively by PTA Industrial Circular.

<b>EBA Item</b>	<b>Penalty / Allowance</b>	<b>Rate</b>
5.6	<b>Relieving Allowance</b> Incidentals (South of 26° Sth Latitude)	<p>\$14.55 from the date of registration of the Agreement.</p> <p>Paid in accordance with rates as specified under Schedule I- Travelling, Transfer and Relieving Allowance of the Public Service Award 1992, and as varied from time to time by Department of Mines, Industry Regulation and Safety Award Circular and adjusted administratively by PTA Industrial Circular.</p>
5.6	<b>Relieving Allowance</b> Meals Breakfast & Lunch Dinner	<p>Breakfast &amp; Lunch \$16.30 from the date of registration of the Agreement.</p> <p>Dinner \$46.50 from the date of registration of the Agreement.</p> <p>Paid in accordance with rates as specified under Schedule I- Travelling, Transfer and Relieving Allowance of the Public Service Award 1992, and as varied from time to time by Department of Mines, Industry Regulation and Safety Award Circular and adjusted administratively by PTA Industrial Circular.</p>
5.7	<b>Travelling Allowance</b>	<p>Paid in accordance with rates as specified under Schedule F- Motor Vehicle Allowance or Schedule G - Motor Cycle Allowance of the Public Service Award 1992, and as varied from time to time by Department of Mines, Industry Regulation and Safety Award Circular and adjusted administratively by PTA Industrial Circular.</p>
5.8	<b>District Allowance</b>	<p>Paid in accordance with rates as specified in the District Allowance (Government Wages Employees) General Agreement 2010 and as varied from time to time by Department of Mines, Industry Regulation and Safety Circular to Departments and Authorities and adjusted administratively by PTA Industrial Circular.</p>
5.9	<b>Railcar Driver Training Allowance</b>	<p>\$34.10 from the date of registration of the Agreement. This rate will be reviewed annually by a percentage derived from the State Wage General Order applied to the key classification rate of REA4 of the Railway Employees Award No 18 of 1969 with effect from 1 July each year.</p>

## SCHEDULE 2: TRANSWA WAGES WORK GROUPS – WORK HOURS & CONDITIONS

### STATION ATTENDANT (East Perth)

Ordinary Hours of Employment	The ordinary hours of duty of the Station Attendant (East Perth) will be 40 hours per week and will be worked between the hours of 6:00am and 6:00pm Monday to Friday inclusive.
Aggregated or Non Aggregated Wages	Non-Aggregated.
Annual Leave & Wages Leave Loading Factor	four weeks per annum. Wages annualised leave loading factor = 1.3%
Saturday & Sunday Payments when working Ordinary Hours	Not applicable.
Maximum Number of Shifts	(a) The maximum number of ordinary shifts per cycle will be five shifts per week.
Rostered Shift Lengths	(a) The Employer will arrange that shifts do not exceed 10 hours, as far as practical. (b) No roster shift will be less than six hours except where shorter shifts are necessary for meetings, training, medical examinations or travel. (c) An employee may be required to work a minimum shift of three hours for the purposes of attending meetings, training, medical examinations or travel. (d) An employee will not be required to remain on duty for more than two hours beyond the employee's rostered shift except in cases of emergency.
Additional Hours	(a) Additional hours worked (Monday to Friday) are paid at the rate of "time and a half" on the Ordinary Hourly Wage Rate for the first three hours worked and then "double time" for subsequent hours worked. Additional hours worked on a Saturday and Sunday are paid at double time on the Ordinary Hourly Wage Rate. (b) Where additional hours are worked, each day will stand alone.
Additional Shift	(a) Employees may be required to work a maximum of one additional shift per fortnight. (b) Full time and part-time employees who work additional shift hours will be paid overtime in accordance with subclause 3.3.2.

Public Holidays	<p>For Full Time Employees:</p> <p>(a) If rostered &amp; worked, ordinary hours worked on a Public Holiday will be paid at the rate of time and a half at the applicable Ordinary Hourly Wage Rate, plus either a day in lieu or an additional eight-hour public holiday payment at the applicable Ordinary Hourly Wage Rate.</p> <p>(b) If rostered &amp; not worked, no additional payment or penalties apply.</p> <p>(c) If a PDO or Blank Day, either an additional eight-hour public holiday payment at the applicable Ordinary Hourly Wage Rate or a day in lieu.</p> <p>For Part Time Employees:</p> <p>(d) If rostered &amp; worked, ordinary hours worked on a Public Holiday will be paid at the rate of time and a half at the applicable Ordinary Hourly Wage Rate, plus either a day in lieu or an additional eight-hour public holiday payment at the applicable Ordinary Hourly Wage Rate.</p> <p>(e) If rostered &amp; not worked, or not required, no additional payment or penalties apply.</p> <p>(f) A Blank Day does not attract any payment or penalties.</p>																					
Minimum Break	Rest	<p>The following minimum rest period provisions will apply:</p> <table><tr><td colspan="2"></td><td>Minimum Roster Rest Period</td><td>Guaranteed Minimum Rest Period</td></tr><tr><td colspan="2">At home (or temporary home locations)</td><td>12 hours</td><td>11 hours</td></tr><tr><td rowspan="3">At book off locations following a shift</td><td>Up to 10 hours</td><td>8 hours</td><td>8 hours</td></tr><tr><td>Exceeding 10 and up to 12 hours</td><td>10 hours</td><td>9 hours</td></tr><tr><td>Exceeding 12 hours</td><td>12 hours</td><td>10 hours</td></tr></table> <p>(a) The period off duty will be calculated from the time the employee signs off duty.</p> <p>(b) Rosters will comply with the minimum rostered rest periods provided for in the above table.</p> <p>(c) Under no circumstances will an employee commence work, or be directed to commence work by the Employer, without first receiving the guaranteed minimum rest period.</p>					Minimum Roster Rest Period	Guaranteed Minimum Rest Period	At home (or temporary home locations)		12 hours	11 hours	At book off locations following a shift	Up to 10 hours	8 hours	8 hours	Exceeding 10 and up to 12 hours	10 hours	9 hours	Exceeding 12 hours	12 hours	10 hours
		Minimum Roster Rest Period	Guaranteed Minimum Rest Period																			
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At book off locations following a shift	Up to 10 hours	8 hours	8 hours																			
	Exceeding 10 and up to 12 hours	10 hours	9 hours																			
	Exceeding 12 hours	12 hours	10 hours																			

	<p>(d) Where an employee is required and having agreed to work after having the Guaranteed Minimum Rest Period but not the Minimum Roster Rest Period the employee will be paid 1.5 times the applicable Ordinary Hourly Wage Rate for the difference between the Guaranteed Minimum Rest Period and Minimum Roster Rest Period. For example, if an employee is required and agrees to come on duty at their home depot after 11 hours off duty, the employee would be paid one hour at the rate of 1.5 times the applicable Ordinary Hourly Wage Rate.</p>
Meals & Rest Breaks	An employee will be entitled to an unpaid break of between 30 minute and 60 minutes on shifts in excess of four hours.
Case of Emergency	<p>(a) In cases of emergency or major equipment failure an employee may be required to remain at work for up to 12 hours continuously. The Employer will make every effort to have the employee relieved.</p> <p>(b) For the purposes of subclause (a) of this subclause an “emergency” is an event which is unplanned and not able to be reasonably predicted and does not include rostering errors.</p>



## SCHEDULE 2: TRANSWA WAGES WORK GROUPS – WORK HOURS & CONDITIONS

### STATION ATTENDANT (Bunbury)

Ordinary Hours of Employment	The ordinary hours of duty of the Station Attendant (Bunbury) will be 40 hours per week and will be worked between the hours of 6:00am and 6:00pm on any five days Monday to Saturday inclusive.
Aggregated or Non Aggregated Wages	Aggregated
Annual Leave & Wages Leave Loading Factor	Four weeks per annum. Wages annualised leave loading factor = 1.3%
Saturday Payments when working Ordinary Hours	(a) Ordinary hours worked on a Saturday will be paid at the rate of time and a half, on the Ordinary Hourly Wage Rate, (b) No shift allowances will be paid for ordinary hours worked on a Saturday, or Public Holiday.
Maximum Number of Shifts	(a) The maximum number of ordinary shifts per cycle will be an average of five shifts per week. (b) The Employer will not require an employee to work more than 10 consecutive shifts without a break of 36 hours. A single day absence on personal leave is treated as if the employee had worked the shift for the purposes of this subclause.
Rostered Shift Lengths	(a) The Employer will arrange that shifts do not exceed 10 hours, as far as practical. (b) No roster shift will be less than six hours except where shorter shifts are necessary for meetings, training, medical examinations or travel. (c) An employee may be required to work a minimum shift of three hours for the purposes of attending meetings, training, medical examinations or travel when not included on the Master Roster. (d) An employee will not be required to remain on duty for more than two hours beyond the employee's rostered shift except in cases of emergency.
Additional Hours	(a) An employee may be required to work additional hours immediately before or after the employee's rostered ordinary hours. (b) Full Time employees will have such additional hours paid at 1.5 times the applicable Aggregate Hourly Rate. (c) Part Time employees will have additional hours paid at 1.5 times the applicable Aggregate Hourly Rate.

Additional Shift	<p>(a) Employees may be required to work a maximum of one additional shift per fortnight.</p> <p>(b) Full time and part-time employees will have additional shift hours worked on a Monday to Friday paid at 1.84 times the applicable Ordinary Hourly Wage Rate, and Saturday and/or Sunday paid at 2.0 times the Ordinary Hourly Wage Rate. The day the shift commenced will determine which penalty rate is applicable.</p>
Public Holidays	<p>For Full Time Employees:</p> <p>(a) If rostered &amp; worked, ordinary hours worked on a Public Holiday will be paid at the rate of time and a half at the applicable Aggregate Hourly Rate, plus either a day in lieu or an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate.</p> <p>(b) If rostered &amp; not worked, no additional payment or penalties apply.</p> <p>(c) If a PDO or Blank Day, either an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate or a day in lieu.</p> <p>For Part Time Employees:</p> <p>(d) If rostered &amp; worked, ordinary hours worked on a Public Holiday will be paid at the rate of time and a half at the applicable Aggregate Hourly Rate, plus either a day in lieu or an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate.</p> <p>(e) If rostered &amp; not worked, or not required, no additional payment or penalties apply.</p> <p>(f) A Blank Day does not attract any payment or penalties.</p>
Minimum Rest Break	<p>An employee will be entitled to a minimum of an eight-hour break between any two rostered shifts when away from home or 12 hours at the home depot, subject to the following provisions:</p> <p>(a) When an employee is required to work without having received the minimum time off the employee, subject to subclause (b), they will be paid as if that employee had worked continuously from the time of commencing work on the previous shift until the time of ceasing work on the shift which was commenced with less than the minimum time off.</p> <p>(b) The provisions of subclause (a) will not apply if the employee is required to work and the actual time off work is short of the minimum time off by one hour or less, in which case the employee will be paid 1.5 times the applicable Aggregate Hourly Rate for the time difference between the actual time the employee had off work and the minimum time off work.</p>
Meals & Rest Breaks	<p>An employee will be entitled to an unpaid break of between 30 minute and 60 minutes on shifts in excess of four hours.</p>

Continuous Duty	In cases where employee resumes work without having received the minimum rostered rest period, that employee will be paid a stand-alone amount in accordance with the provisions shown under 'Minimum Rest Break'.
Case of Emergency	<p>a) In cases of emergency or major equipment failure an employee may be required to remain at work for up to 12 hours continuously. The Employer will make every effort to have the employee relieved.</p> <p>b) For the purposes of subclause (a) of this subclause an “emergency” is an event which is unplanned and not able to be reasonably predicted and does not include rostering errors and incorrect bus or train scheduling.</p>

## SCHEDULE 2: TRANSWA WAGES WORK GROUPS – WORK HOURS & CONDITIONS

### ROAD COACH OPERATOR

Ordinary Hours of Employment	<p>(a) The ordinary hours of employment for Full Time Employees will be an average of 40 hours per week, arranged in shifts over the roster cycle, Sunday to Saturday inclusive and worked on a rotating 24/7 continuous shift roster.</p> <p>(b) The ordinary hours of employment for Part Time Employees will be an average of 30 hours per week or as expressed in their letter of appointment, arranged in shifts over the roster cycle, Sunday to Saturday inclusive and worked on a rotating 24/7 continuous shift roster.</p> <p>(c) Ordinary hours may be worked on any day of the week Sunday to Saturday inclusive.</p>
Aggregated or Non Aggregated Wages	Aggregated.
Annual Leave & Wages Leave Loading Factor	<p>Five weeks per annum.</p> <p>Wages annualised leave loading factor = 1.9%</p>
Saturday & Sunday Payments when working Ordinary Hours	<p>(a) Ordinary hours worked on a Saturday will be paid at the rate of time and a half, on the Ordinary Hourly Wage Rate,</p> <p>(b) Ordinary hours worked on a Sunday will be paid at the rate of double time, on the Ordinary Hourly Wage Rate.</p> <p>(c) No shift allowances will be paid for ordinary hours worked on a Saturday, Sunday or Public Holiday.</p>
Maximum Number of Shifts	<p>(a) The maximum number of ordinary shifts per cycle will be an average of five shifts per week, averaged over the roster cycle.</p> <p>(b) The Employer will not require a Full Time Employee to work more than 11 consecutive shifts without a break of thirty-six hours. A single day absence on personal leave is treated as if the employee had worked the shift for the purposes of this subclause.</p> <p>(c) The Employer will not require a Part Time Employee to work more than two times the average number of shifts per week plus one additional shift consecutively without a break of 36 hours.</p>
Rostered Shift Lengths	<p>(a) Rostered shift lengths will be a minimum of six ordinary hours in duration and/or up to a maximum of 12 hours, except for the Augusta and Esperance shifts which can be up to 14 hours in duration, provided that such shifts meet fatigue management criteria.</p> <p>(b) No roster shift will be less than six hours except where shorter shifts are necessary for meetings, training, medical examinations or travel.</p>

	<p>(c) An employee may be required to work a minimum shift of three hours for the purposes of attending meetings, training, medical examinations or travel not included in the Master Roster</p> <p>(d) An employee will not be required to remain on duty for more than two hours beyond the employee's rostered shift except in cases of emergency.</p>
Additional Hours	<p>(a) An employee may be required to work additional hours immediately before or after the employee's rostered ordinary hours.</p> <p>(b) Full Time employees will have such additional hours paid at 1.5 times the applicable Aggregate Hourly Rate.</p> <p>(c) Part Time employees will have additional hours paid at 1.5 times the applicable Aggregate Hourly Rate</p>
Additional Shift	<p>(a) Employees may be required to work a maximum of one additional shift per fortnight.</p> <p>(b) Full time and part-time employees will have additional shift hours worked on a Monday to Friday paid at 1.84 times the applicable Ordinary Hourly Wage Rate, and Saturday and/or Sunday paid at 2.0 times the Ordinary Hourly Wage Rate. The day the shift commenced will determine which penalty rate is applicable.</p>
Public Holidays	<p>For Full Time Employees:</p> <p>(a) If rostered &amp; worked, ordinary hours worked on a Public Holiday will be paid at the rate of time and a half at the applicable Aggregate Hourly Rate, plus either a day in lieu or an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate.</p> <p>(b) If rostered &amp; not worked, no additional payment or penalties apply.</p> <p>(c) If a PDO or Blank Day, either an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate or a day in lieu.</p> <p>For Part Time Employees:</p> <p>(d) If rostered &amp; worked, ordinary hours worked on a Public Holiday will be paid at the rate of time and a half at the applicable Aggregate Hourly Rate, plus either a day in lieu or an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate.</p> <p>(e) If rostered &amp; not worked, or not required, no additional payment or penalties apply.</p> <p>(f) A Blank Day does not attract any payment or penalties.</p>

Minimum Break	Rest	The following minimum rest period provisions will apply:		
			Minimum Roster Rest Period	Guaranteed Minimum Rest Period
		At home (or temporary home locations)	12 hours	11 hours
		At book off locations following a shift	Up to 10 hours	8 hours
			Exceeding 10 and up to 12 hours	9 hours
			Exceeding 12 hours	10 hours
		<p>(a) The period off duty will be calculated from the time the employee signs off duty.</p> <p>(b) Rosters will comply with the minimum rostered rest periods provided for in the above table.</p> <p>(c) Under no circumstances will an employee commence work, or be directed to commence work by the Employer, without first receiving the guaranteed minimum rest period.</p> <p>(d) Where an employee is required and having agreed to work after having the Guaranteed Minimum Rest Period but not the Minimum Roster Rest Period the employee will be paid 1.5 times the applicable Ordinary Hourly Wage Rate for the difference between the Guaranteed Minimum Rest Period and Minimum Roster Rest Period. For example, if an employee is required and agrees to come on duty at their home depot after 11 hours off duty, the employee would be paid one hour at the rate of 1.5 times the applicable Ordinary Hourly Wage Rate.</p> <p>(e) By agreement Road Coach Operators returning passenger to their home depot are required to only have a minimum rest period of eight hours irrespective of the length of the previous shift worked.</p>		
Meals & Breaks	Rest	<p>(a) An employee is entitled to and will be allowed a 20-minute rest break on shifts in excess of five hours, which will be taken between the third and sixth hours of duty.</p> <p>(b) Where a shift is longer than 10 hours the employee will be entitled to a twenty 20-minute rest break from driving for every five hours of work time. Where a rest break has been taken in relation to (a) then any subsequent rest breaks should be no more than five hours since the previous break.</p>		

Employee Working Away – Temporary Basis	An employee, who is required to work away from home on a temporary basis may be required to be rostered for a 12-hour shift to enable travel time home.
Case of Emergency	<p>(a) An employee will not be required to remain on duty for more than two hours beyond the employee’s rostered shift except in cases of emergency.</p> <p>(b) In cases of emergency or major equipment failure an employee may be required to remain at work for up to 16 hours continuously. The Employer will make every effort to have the employee relieved.</p> <p>(c) For the purposes of subclauses (a) and (b) of this subclause an “emergency” is an event which is unplanned and not able to be reasonably predicted and does not include rostering errors and incorrect scheduling.</p>

## SCHEDULE 2: TRANSWA WAGES WORK GROUPS – WORK HOURS & CONDITIONS

### RAILCAR DRIVER & RAILCAR DRIVER TRAINER

Ordinary Hours of Employment	The ordinary hours of employment for Full Time Employees will be an average of 40 hours per week, arranged in shifts over the roster cycle, Sunday to Saturday inclusive and worked on a rotating 24/7 continuous shift roster.
Aggregated or Non Aggregated Wages	Aggregated.
Annual Leave & Wages Leave Loading Factor	Five weeks per annum. Wages annualised leave loading factor = 1.9%
Saturday & Sunday Payments when working Ordinary Hours	<ul style="list-style-type: none"> <li>(a) Ordinary hours worked on a Saturday will be paid at the rate of time and a half on the Ordinary Hourly Wage Rate.</li> <li>(b) Ordinary hours worked on a Sunday will be paid at the rate of double time on the Ordinary Hourly Wage Rate.</li> <li>(c) No shift allowances will be paid for ordinary hours on Saturday, Sunday or Public Holidays.</li> </ul>
Maximum Number of Shifts	<ul style="list-style-type: none"> <li>(a) The maximum number of ordinary shifts per roster cycle will be five shifts per week.</li> <li>(b) The Employer will not require an employee to work more than 11 consecutive shifts without a break of 36 hours. A single day absence on personal leave is treated as if the employee had worked the shift for the purposes of this subclause.</li> </ul>
Rostered Shift Lengths	<ul style="list-style-type: none"> <li>(a) Rostered shift lengths will be a minimum of six ordinary hours in duration and /or up to a maximum of nine ordinary hours in any shift.</li> <li>(b) Where additional services are scheduled to meet Public Holiday/Special Event/Trial Train requirements and the proposed timetable will result in the Railcar Driver's shift exceeding the maximum of nine hours, then two Railcar Drivers may be rostered up to a maximum of 12 hours to cover the service.</li> <li>(c) An employee may be required to work a minimum shift of three hours for the purposes of attending meetings, training, medical examinations or travel not included in the Master Roster</li> <li>(d) An employee will not be required to remain on duty for more than two hours beyond the employee's rostered shift except in cases of emergency.</li> </ul>
Additional Hours	<ul style="list-style-type: none"> <li>(a) An employee may be required to work additional hours immediately before or after the employee's rostered ordinary hours.</li> </ul>



	(b) Such additional hours will be paid at 1.5 times the applicable Aggregated Hourly Rate.
Additional Shift	<p>(a) Employees may be required to work a maximum of one additional shift per fortnight.</p> <p>(b) Full time and part-time employees will have additional shift hours worked on a Monday to Friday paid at 1.84 times the applicable Ordinary Hourly Wage Rate, and Saturday and/or Sunday paid at 2.0 times the Ordinary Hourly Wage Rate. The day the shift commenced will determine which penalty rate is applicable.</p>
Public Holidays	<p>For Full Time Employees:</p> <p>(a) If rostered &amp; worked, ordinary hours worked on a Public Holiday will be paid at the rate of time and a half at the applicable Aggregate Hourly Rate, plus either a day in lieu or an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate.</p> <p>(b) If rostered &amp; not worked, no additional payment or penalties apply.</p> <p>(c) If a PDO or Blank Day, either an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate or a day in lieu.</p> <p>For Part Time Employees:</p> <p>(d) If rostered &amp; worked, ordinary hours worked on a Public Holiday will be paid at the rate of time and a half at the applicable Aggregate Hourly Rate, plus either a day in lieu or an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate.</p> <p>(e) If rostered &amp; not worked, or not required, no additional payment or penalties apply.</p> <p>(f) A Blank Day does not attract any payment or penalties.</p>

Minimum Rest Break	The following minimum rest period provisions will apply:			
			Minimum Roster Rest Period	Guaranteed Minimum Rest Period
	At home (or temporary home locations)		12 hours	11 hours
	At book off locations following a shift	Up to 10 hours	8 hours	8 hours
		Exceeding 10 and up to 12 hours	10 hours	9 hours
		Exceeding 12 hours	12 hours	10 hours
	<p>(a) The period off duty will be calculated from the time the employee signs off duty.</p> <p>(b) Rosters will comply with the minimum rostered rest periods provided for in the above table.</p> <p>(c) Under no circumstances will an employee commence work, or be directed to commence work by the Employer, without first receiving the guaranteed minimum rest period.</p> <p>(d) Where an employee is required and having agreed to work after having the Guaranteed Minimum Rest Period but not the Minimum Roster Rest Period the employee will be paid 1.5 times the applicable Aggregated Hourly Rate for the difference between the Guaranteed Minimum Rest Period and Minimum Roster Rest Period. For example, if an employee is required and agrees to come on duty at their home depot after 11 hours off duty, the employee would be paid one hour at the rate of 1.5 times the applicable Aggregate Hourly Rate.</p> <p>(e) By agreement Railcar Drivers returning passenger on the Prospector from Kalgoorlie to East Perth are required to have a minimum rest period of seven hours. Where the rest period is less than seven hours, alternate arrangements such as returning by plane or road after having a minimum eight-hour rest period need to be made.</p>			
Meal and Rest Breaks	<p>(a) An employee is entitled and will be allowed a 20 minute rest break on shifts in excess of five hours, which will be taken between the third and sixth hours of duty.</p> <p>(b) If a Railcar driver finds it likely that they will remain on duty for a period exceeding five hours without relief, a 20-minute meal/comfort break must be taken. This break is to be arranged after communication between the Railcar Driver and Train Control.</p>			

Employee Working Away – Temporary Basis	<p>(a) An employee, who is required to work away from home on a temporary basis may be required to be rostered for a 12 hour shift to enable travel time home.</p> <p>(b) All additional hours worked in excess of nine ordinary hours will be paid at 1.5 times the Aggregated Hourly Rate.</p>
Case of Emergency	<p>(a) In cases of emergency or major equipment failure an employee may be required to remain at work for up to 12 hours continuously. The Employer will make every effort to have the employee relieved.</p> <p>(b) For the purposes of subclause (a) an “emergency” is an event which is unplanned and not able to be reasonably predicted and does not include rostering errors and incorrect train scheduling.</p>

## SCHEDULE 2: TRANSWA WAGES WORK GROUPS – WORK HOURS & CONDITIONS

### RAILCAR DRIVER COORDINATOR

Ordinary Hours of Employment	<p>(a) The ordinary hours of employment for Full Time Employees will be an average of 40 hours per week, arranged in shifts over the roster cycle, Sunday to Saturday inclusive and worked on a rotating 24/7 continuous shift roster.</p> <p>(b) The Driver Coordinator is not paid an aggregated rate of pay and will therefore, when entitled, be paid penalty rates, Shift Allowances, Held Away from Home Allowance and Away From Home and Meal allowance in addition to the Ordinary Wage Rate.</p>
Aggregated or Non Aggregated Wages	Non Aggregated.
Annual Leave & Wages Leave Loading Factor	<p>Five weeks per annum.</p> <p>Wages annualised leave loading factor = 1.9%</p>
Saturday & Sunday Payments when working Ordinary Hours	<p>(a) Ordinary hours worked on a Saturday will be paid at the rate of time and a half, on the Ordinary Hourly Wage Rate.</p> <p>(b) Ordinary hours worked on a Sunday will be paid at the rate of double time on the Ordinary Hourly Wage Rate.</p> <p>(c) No shift allowances will be paid for ordinary hours on Saturday, Sunday or Public Holidays.</p>
Maximum Number of Shifts	<p>(a) The maximum number of ordinary shifts per cycle will be five shifts per week.</p> <p>(b) The Employer will not require an employee to work more than 11 consecutive shifts without a break of 36 hours. A single day absence on personal leave is treated as if the employee had worked the shift for the purposes of this subclause.</p>
Rostered Shift Lengths	<p>(a) Rostered shift lengths will be a minimum of six ordinary hours in duration and /or up to a maximum of nine ordinary hours in any shift.</p> <p>(b) An employee may be required to work a minimum shift of three hours for the purposes of attending meetings, training, medical examinations or travel.</p> <p>(c) An employee will not be required to remain on duty for more than two hours beyond the employee's rostered shift except in cases of emergency.</p>

Additional Hours	<p>(a) Additional hours worked by the Railcar Driver Coordinator (Monday to Friday) are paid at the rate of “time and a half” on the Ordinary Hourly Wage Rate for the first three hours worked and then “double time” for subsequent hours worked. Additional hours worked on a Saturday and Sunday are paid at double time on the Ordinary Hourly Wage Rate.</p> <p>(b) Where additional hours are worked, each day will stand alone.</p>
Additional Shift	<p>(a) Employees may be required to work a maximum of one additional shift per fortnight.</p> <p>(b) Full time and part-time employees will have additional shift hours worked on a Monday to Friday paid at 1.84 times the applicable Ordinary Hourly Wage Rate, and Saturday and/or Sunday paid at 2.0 times the Ordinary Hourly Wage Rate. The day the shift commenced will determine which penalty rate is applicable.</p>
Public Holidays	<p>For Full Time Employees:</p> <p>(a) If rostered &amp; worked, ordinary hours worked on a Public Holiday will be paid at the rate of time and a half at the applicable Ordinary Hourly Wage Rate, plus either a day in lieu or an additional eight-hour public holiday payment at the applicable Ordinary Hourly Wage Rate.</p> <p>(b) If rostered &amp; not worked, no additional payment or penalties apply.</p> <p>(c) If a PDO or Blank Day, either an additional eight-hour public holiday payment at the applicable Ordinary Hourly Wage Rate or a day in lieu</p> <p>For Part Time Employees:</p> <p>(d) If rostered &amp; worked, ordinary hours worked on a Public Holiday will be paid at the rate of time and a half at the applicable Ordinary Hourly Wage Rate, plus either a day in lieu or an additional eight-hour public holiday payment at the applicable Ordinary Hourly Wage Rate.</p> <p>(e) If rostered &amp; not worked, or not required, no additional payment or penalties apply.</p> <p>(f) A Blank Day does not attract any payment or penalties.</p>

Minimum Rest Break	The following minimum rest period provisions will apply:		
		Minimum Roster Rest Period	Guaranteed Minimum Rest Period
	At home (or temporary home locations)	12 hours	11 hours
	At book off locations following a shift	Up to 10 hours	8 hours
		Exceeding 10 and up to 12 hours	9 hours
		Exceeding 12 hours	10 hours
	<p>(a) The period off duty will be calculated from the time the employee signs off duty.</p> <p>(b) Rosters will comply with the minimum rostered rest periods provided for in the above table.</p> <p>Under no circumstances will an employee commence work, or be directed to commence work by the Employer, without first receiving the guaranteed minimum rest period.</p> <p>(c) Where an employee is required and having agreed to work after having the Guaranteed Minimum Rest Period but not the Minimum Roster Rest Period the employee will be paid 1.5 times the applicable Ordinary Hourly Wage Rate for the difference between the Guaranteed Minimum Rest Period and Minimum Roster Rest Period. For example, if an employee is required and agrees to come on duty at their home depot after 11 hours off duty, the employee would be paid one hour at the rate of 1.5 times the applicable Aggregate Hourly Rate.</p> <p>(d) By agreement Railcar Drivers returning passenger on the Prospector from Kalgoorlie to East Perth are required to have a minimum rest period of seven hours. Where the rest period is less than seven hours, alternate arrangements such as returning by plane or road after having a minimum eight-hour rest period need to be made.</p>		
Meal and Rest Breaks	(a) An employee is entitled and will be allowed a 20 minute rest break on shifts in excess of five hours, which will be taken between the third and sixth hours of duty.		

	(b) If a Railcar Driver Coordinator finds it likely that they will remain on duty for a period exceeding five hours without relief, a 20-minute meal/comfort break must be taken. This break is to be arranged after communication between the Railcar Driver Coordinator and Train Control.
Employee Working Away – Temporary Basis	<p>(a) An employee, who is required to work away from home on a temporary basis may be required to be rostered for a 12 hour shift to enable travel time home.</p> <p>(b) All hours worked in excess of nine ordinary hours will be paid at 1.5 times the Ordinary Hourly Wage Rate.</p>
Case of Emergency	<p>(a) In cases of emergency or major equipment failure an employee may be required to remain at work for up to 12 hours continuously. The Employer will make every effort to have the employee relieved.</p> <p>(b) For the purposes of subclause (a) an “emergency” is an event which is unplanned and or not able to be reasonably predicted and does not include rostering errors and incorrect train scheduling.</p>

## SCHEDULE 2: TRANSWA WAGES WORK GROUPS – WORK HOURS & CONDITIONS

### PASSENGER ASSISTANT

Ordinary Hours of Employment	<p>(a) The ordinary hours of duty for Full Time Passenger Assistants will be 40 hours which will be arranged in shifts over a weekly roster cycle and may be worked on any day of the week Sunday to Saturday inclusive.</p> <p>(b) Part-time Passenger Assistants will be rostered to work a minimum of 32 hours per week or as expressed in their letter of appointment, which will be arranged in shifts over a weekly roster cycle and may be worked on any day of the week Sunday to Saturday inclusive.</p> <p>(c) This schedule does not apply to Passenger Assistants working on the Prospector or Avon Link services.</p>
Aggregated or Non Aggregated Wages	Aggregated.
Annual Leave & Wages Leave Loading Factor	<p>Five weeks per annum.</p> <p>Wages annualised leave loading factor = 1.9%</p>
Saturday & Sunday Payments when working Ordinary Hours	<p>(a) Ordinary hours worked on a Saturday will be paid at the rate of time and a half on the Ordinary Hourly Wage Rate.</p> <p>(b) Ordinary hours worked on a Sunday will be paid at the rate of double time on the Ordinary Hourly Wage Rate.</p> <p>(c) No shift allowances will be paid for ordinary hours on Saturday, Sunday or Public Holidays.</p>
Maximum Number of Shifts	<p>(a) A Full Time Employee will be required to work five ordinary shifts in a roster cycle.</p> <p>(b) A Part Time Employee will be required to work sufficient shifts to achieve a minimum of 32 hours over a roster cycle.</p> <p>(c) The Employer will not require a Full Time Employee to work more than 11 consecutive shifts without a break of 36 hours. A single day absence on personal leave is treated as if the employee had worked the shift for the purposes of this subclause.</p> <p>(d) The Employer will not require a Part Time Employee to work more than nine consecutive shifts without a break of 36 hours.</p>
Rostered Shift Lengths	<p>(a) Rostered shift lengths will be a minimum of six hours.</p> <p>(b) An employee may be required to work a minimum shift of three hours for the purposes of attending meetings, training, medical examinations or travel.</p>



Additional Hours	<ul style="list-style-type: none"> <li>(a) An employee may be required to work additional hours immediately before or after the employee's rostered ordinary hours.</li> <li>(b) Full Time employees will have such additional hours paid at 1.5 times the Aggregate Hourly Rate.</li> <li>(c) Part Time employees will have additional hours paid at 1.5 times the Aggregate Hourly Rate.</li> </ul>
Additional Shift	<ul style="list-style-type: none"> <li>(a) The Employer may require an employee to work one additional shift a fortnight.</li> <li>(b) Full time and part-time employees will have additional shift hours worked on a Monday to Friday paid at 1.84 times the applicable Ordinary Hourly Wage Rate, and Saturday and/or Sunday paid at 2.0 times the Ordinary Hourly Wage Rate. The day the shift commenced will determine which penalty rate is applicable.</li> </ul>
Public Holidays	<p>For Full Time Employees:</p> <ul style="list-style-type: none"> <li>(a) If rostered &amp; worked, ordinary hours worked on a Public Holiday will be paid at the rate of time and a half at the applicable Aggregate Hourly Rate, plus either a day in lieu or an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate.</li> <li>(b) If rostered &amp; not worked, no additional payment or penalties apply.</li> <li>(c) If a PDO or Blank Day, either an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate or a day in lieu</li> </ul> <p>For Part Time Employees:</p> <ul style="list-style-type: none"> <li>(d) If rostered &amp; worked, ordinary hours worked on a Public Holiday will be paid at the rate of time and a half at the applicable Aggregate Hourly Rate, plus either a day in lieu or an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate.</li> <li>(e) If rostered &amp; not worked, or not required, no additional payment or penalties apply.</li> <li>(f) A Blank Day does not attract any payment or penalties.</li> </ul>
Minimum Rest Break	<p>An employee will be entitled to a minimum of an eight-hour break between any two rostered shifts when away from home or 12 hours at the home depot, subject to the following provisions:</p> <ul style="list-style-type: none"> <li>(a) The Guaranteed Minimum Rest Periods are eight hours away from home and 11 hours at home:</li> <li>(b) Under no circumstances will an employee commence work, or be directed to commence work by the Employer, without first receiving the Guaranteed Minimum Rest Period.</li> </ul>

	<p>(c) Where an employee is required and having agreed to work after having the Guaranteed Minimum Rest Period but not the Minimum Roster Rest Period the employee will be paid 1.5 times the applicable Ordinary Hourly Wage Rate for the difference between the Guaranteed Minimum Rest Period and Minimum Roster Rest Period. For example, if an employee is required and agrees to come on duty at their home depot after 11 hours off duty, the employee would be paid one hour at the rate of 1.5 times the applicable Aggregate Hourly Rate.</p>
Meal and Rest Breaks	An employee is entitled and will be allowed a 20-minute rest break on shifts in excess of five hours, which will be taken between the third and sixth hours of duty.
Employee Working Away – Temporary Basis	<p>(a) An employee, who is required to work away from home on a temporary basis, may be required to be rostered for a 12 hour shift to enable travel time home.</p> <p>(b) All hours worked in excess of eight ordinary hours will be paid at 1.5 times the Aggregated Hourly Rate.</p>
Case of Emergency	<p>(a) In cases of emergency, including incidents which will have a significant effect on operations and/or employee or public safety, an employee may be required to remain at work for up to 12 hours continuously.</p>

## SCHEDULE 2: TRANSWA WAGES WORK GROUPS – WORK HOURS & CONDITIONS

### PASSENGER ASSISTANT (PROSPECTOR & AVON LINK)

Ordinary Hours of Employment	<p>(a) This schedule only applies to Part Time Passenger Assistants working on the Prospector or Avon Link services.</p> <p>(b) The ordinary hours of employment for Part Time Employees will be an average of 32 hours per week or as expressed in their letter of appointment, which will be arranged in shifts over the roster cycle and may be worked on any day of the week Sunday to Saturday inclusive.</p>
Aggregated or Non Aggregated Wages	Aggregated.
Annual Leave & Wages Leave Loading Factor	<p>Five weeks per annum.</p> <p>Wages annualised leave loading factor = 1.9%</p>
Saturday & Sunday Payments when working Ordinary Hours	<p>(a) Ordinary hours worked on a Saturday will be paid at the rate of time and a half on the Ordinary Hourly Wage Rate.</p> <p>(b) Ordinary hours worked on a Sunday will be paid at the rate of double time on the Ordinary Hourly Wage Rate.</p> <p>(c) No shift allowances will be paid for ordinary hours on Saturday, Sunday or Public Holidays.</p>
Maximum Number of Shifts	<p>(a) A Part Time Employee will be required to work sufficient shifts to achieve their contracted hours of work.</p> <p>(b) The Employer will not require a Part Time Employee to work more than nine consecutive shifts without a break of 26 hours.</p>
Rostered Shift Lengths	<p>(a) Rostered shift lengths will be a minimum of six hours, except that minimum shifts of four hours may be required for the purposes of working on the Avon Link Service.</p> <p>(b) An employee may be required to work a minimum shift of three hours for the purposes of attending meetings, training, medical examinations or travel.</p>
Additional Hours	<p>(a) An employee may be required to work additional hours immediately before or after the employee's rostered ordinary hours.</p> <p>(b) Part Time employees will have additional hours paid at 1.5 times the Aggregate Hourly Rate.</p>
Additional Shift	<p>(a) The Employer may require an employee to work one additional shift a fortnight.</p>

	(b) Part Time employees will have additional shift hours worked Monday to Friday paid at 1.84 times the applicable Ordinary Hourly Wage Rate, and Saturday and/or Sunday paid at 2.0 times the Ordinary Hourly Wage Rate. The day the shift commenced will determine which penalty rate is applicable.
Public Holidays	<p>For Part Time Employees:</p> <p>(a) If rostered and worked, ordinary hours worked on a Public Holiday will be paid at the rate of time and a half at the applicable Aggregate Hourly Rate, plus either a day in lieu or an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate.</p> <p>(b) If rostered and not worked, or not required, no additional payment or penalties apply.</p> <p>(c) A Blank Day does not attract any payment or penalties.</p>
Minimum Rest Break	<p>(a) An employee will be entitled to a minimum of an eight-hour break between any two rostered shifts when away from home or 12 hours at the home depot, subject to the following provisions:</p> <p>(b) With the exception of (b) The Guaranteed Minimum Rest Periods are eight hours away from home and 11 hours at home:</p> <p>(c) Under no circumstances will an employee commence work, or be directed to commence work by the Employer, without first receiving the Guaranteed Minimum Rest Period.</p> <p>(d) Where an employee is required and has agreed to work after having the Guaranteed Minimum Rest Period, but not the Minimum Roster Rest Period, the employee will be paid 1.5 times the applicable Ordinary Hourly Wage Rate for the difference between the Guaranteed Minimum Rest Period and Minimum Roster Rest Period. For example, if an employee is required and agrees to come on duty at their home depot after 11 hours off duty, the employee would be paid one hour at the rate of 1.5 times the applicable Aggregate Hourly Rate.</p>
Meal and Rest Breaks	An employee is entitled and will be allowed a 20 minute rest break on shifts in excess of five hours, which will be taken between the third and sixth hours of duty.
Employee Working Away – Temporary Basis	<p>(c) An employee, who is required to work away from home on a temporary basis, may be required to be rostered for a 12 hour shift to enable travel time home.</p> <p>(d) All hours worked in excess of eight ordinary hours will be paid at 1.5 times the Aggregated Hourly Rate.</p>

Case of Emergency	(b) In cases of emergency, including incidents which will have a significant effect on operations and/or employee or public safety, an employee may be required to remain at work for up to 12 hours continuously.
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**SCHEDULE 3: BASE WAGE RATES**  
**RATES BEFORE ANNUALISED LEAVE LOADING**

*Note 1: Base Wage Rates do not include annualised leave loading (A.L.L.)*

*Note 2: Wages for full time and Part Time Employees are calculated on the Weekly rate*

*Note 3: Hourly rates are correct to two decimal places*

	Current Rate		Effective from 1-Feb-2023		Effective from 1-Feb-2024	
	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate
<b>Occupational Group</b>						
<b>Railcar Drivers (40 HR)</b>						
Railcar Driver Coordinator	\$54.82	\$2,192.70	\$56.57	\$2,262.90	\$58.33	\$2,333.10
Railcar Driver Trainer	\$49.43	\$1,977.20	\$51.01	\$2,040.50	\$52.60	\$2,103.80
Railcar Driver	\$46.85	\$1,874.10	\$48.35	\$1,934.10	\$49.85	\$1,994.10
Road Coach Operator (40 HR)	\$31.93	\$1,277.30	\$33.43	\$1,337.30	\$34.93	\$1,397.30
Senior Passenger Assistant (40 HR)	\$31.93	\$1,277.30	\$33.43	\$1,337.30	\$34.93	\$1,397.30
Passenger Assistant (40 HR)	\$27.56	\$1,102.50	\$29.06	\$1,162.50	\$30.56	\$1,222.50
Station Attendant (40 HR)	\$27.56	\$1,102.50	\$29.06	\$1,162.50	\$30.56	\$1,222.50

<b>Casuals</b>	<b>Hourly Rate with Casual Loading</b>	<b>Hourly Rate with Casual Loading</b>	<b>Hourly Rate with Casual Loading</b>
Road Coach Operator Casual	\$39.92	\$41.79	\$43.67
Passenger Assistant Casual	\$34.45	\$36.33	\$38.20

## SCHEDULE 4: ORDINARY WAGE RATES

### WAGE RATES WITH ANNUALISED LEAVE LOADING

*Note 1: These are the rates including annualised leave loading (A.L.L.) which are paid to all non-Casual Employees.*

*Note 2: Wages for full time and Part Time Employees are calculated on the Weekly rate*

*Note 3: Hourly rates are correct to two decimal places*

	Annualised Leave Loading	Current Rate		Effective from 1-Feb-2023		Effective from 1-Feb-2024	
		Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate
<b>Occupational Group</b>							
<b>Railcar Drivers (40 HR)</b>							
Railcar Driver Coordinator	1.90%	\$55.86	\$2,234.36	\$57.65	\$2,305.90	\$59.44	\$2,377.43
Railcar Driver Trainer	1.90%	\$50.37	\$2,014.77	\$51.98	\$2,079.27	\$53.59	\$2,143.77
Railcar Driver	1.90%	\$47.74	\$1,909.71	\$49.27	\$1,970.85	\$50.80	\$2,031.99
Road Coach Operator (40 HR)	1.90%	\$32.54	\$1,301.57	\$34.07	\$1,362.71	\$35.60	\$1,423.85
Senior Passenger Assistant (40 HR)	1.90%	\$32.54	\$1,301.57	\$34.07	\$1,362.71	\$35.60	\$1,423.85
Passenger Assistant (40 HR)	1.90%	\$28.09	\$1,123.60	\$29.61	\$1,184.59	\$31.14	\$1,245.73
Station Attendant (40 HR)	1.30%	\$27.92	\$1,116.83	\$29.44	\$1,177.61	\$30.96	\$1,238.39

## **SCHEDULE 5: AGGREGATION METHODOLOGY**

### **WAGE AGGREGATION**

An Aggregated Wage Rate means that shift penalties and allowances for a Master Roster are tallied and averaged across the roster cycle. This allows for all employees working that roster to receive the same weekly wage rate regardless of the line on the drop-down roster being worked, and regardless of the shift penalties and allowances that would be actually earned by an individual employee as and when working on that line of work.

#### **Historical Note**

**In the PTA (Transwa) Enterprise Agreement 2009 the separate allowances of Experience Allowance and the Enterprise Flexibility Allowance were incorporated into the Base Wage Rate and since then the previous year 3 base rate for eligible work groups became the ordinary rate for those occupations.**

### **METHODOLOGY**

#### **1.1. Aggregate Component Calculation**

Start with the Ordinary Wage Rate as shown in Schedule 4.

#### **1.2. Using the Master Roster, establish**

- the overall number of hours for Morning, Afternoon or Evening shifts;
- the number of Late Shifts;
- the number of Monday to Friday shift hours between 8 hours and 11 hours;
- the number of shift hours on a Saturday up to 11 hours;
- the number of shift hours on a Sunday up to 11 hours;
- the number of shift hours in excess of 11 hours;
- the number of shifts that qualify for a Distance Allowance; and
- the number of hours that qualify for the Held Away from Home Allowance.

#### **1.3. Calculate the Aggregate Component by multiplying**

- the Morning, Afternoon & Evening hours by the applicable hourly rates;
- the number of Late shifts by the applicable rate per shift;
- the number of Monday to Friday shift hours between 8 and 11 hours by the applicable Ordinary Hourly Wage Rate times 0.5;
- the number of Saturday shift hours up to 11 by the Ordinary Hourly Wage Rate times 0.5;
- the number of Sunday shift hours up to 11 by the Ordinary Hourly Wage Rate times 1.0;



- the number of shift hours in excess of 11 by the Ordinary Hourly Wage Rate times 2.0;
- the number of Distance Allowance shifts by the applicable rate per shift; and
- the number of HAH hours by the Ordinary Hourly Wage Rate times 1.0,

then summing all the values to give the overall Aggregate Component for that Master Roster.

- 1.4. Effective from 1 February 2016 there is a separate Aggregate Component for a Railcar Driver (East Perth) and a Railcar Driver (Bunbury).
- 1.5. The Aggregate Component for a Railcar Driver Trainer (East Perth) is to be considered the same as that for a Railcar Driver (East Perth) as they work the same roster. The overall weekly aggregated rate for Railcar Driver (East Perth) and Railcar Driver Trainer (East Perth) will differ as the ordinary hourly base rates for the positions differ.
- 1.6. When an employee who receives an aggregated wage relieves in another position at the same classification level which has a different aggregated wage, they will receive whichever aggregated wage is higher for the duration of their relief.

## **2. Average Aggregate Component Calculation**

Determine the Average Aggregate Component by dividing the weekly Aggregate Component by the number of Working Lines in the Master Roster.

**Note:** if the roster cycle for the Master roster is greater than a week then the Aggregate Component should be divided by the number of weeks in the roster cycle for the Master Roster to determine the weekly Aggregate Component.

## **3. Discounting the Averaged Aggregate Component**

The weekly Average Aggregate Component is then ‘discounted’ to allow for the Aggregated Wage Rate to be paid during annual leave and long service leave commitments.

- 3.1.1. ‘Discounting’ uses 5 weeks for annual leave and an average of 1.6 weeks for long service leave (based on 1.3 weeks for a 10-year period and 1.9 weeks for a 7 year period). This means that, on average, an individual is available for 45.4 weeks of the year.

The weekly Averaged Aggregate Component is multiplied by 45.4 and then divided by 52 to establish the weekly Discounted Average Aggregate Component. This provides for the applicable aggregated rate to be paid for periods of annual leave and long service leave.

## **4. Aggregated Wage Rate Calculation**

- 4.1.1. Add the weekly Ordinary Wage Rate and Discounted Averaged Aggregate Component to establish the weekly Aggregated Wage Rate for each work group.

## SCHEDULE 6: ROAD COACH ROSTERING TIME ALLOCATIONS

Depart From	Arrive At	Allocation	Comments
Geraldton.		75 minutes.	20 minutes Pre-departure, 15 minutes travel in from Depot, 20 minutes sort manifests/tickets, and 20 minutes boarding.
East Perth.		60 minutes.	20 minutes Pre-departure, 20 minutes sort manifests/tickets, 20 minutes boarding.
Albany.		60 minutes.	20 minutes Pre-departure, 20 minutes sort manifests/tickets, 20 minutes boarding.
Bunbury.		60 minutes.	20 minutes Pre-departure, 20 minutes sort manifests/tickets, 20 minutes boarding.
Esperance to Kalgoorlie.		60 minutes.	20 minutes Pre-departure, 20 minutes sort manifests/tickets, 20 minutes boarding.
Pemberton.		30 minutes.	Return trip from previous day, same Road Coach.
Katanning.		30 minutes.	Return trip from previous day, same Road Coach.
Augusta.		30 minutes.	Return trip from previous day, same Road Coach.
Kalbarri.		30 minutes.	Return trip from previous day, same Road Coach.
Kalgoorlie.		30 minutes.	Return trip from previous day, same Road Coach.
Meekatharra.		40 minutes.	Return trip from previous day, same Road Coach, additional time for ticketing prior to departure.
Esperance to Perth.		40 minutes.	Return trip from previous day, same Road Coach check after being driven by Cleaners.

<b>Depart From</b>	<b>Arrive At</b>	<b>Allocation</b>	<b>Comments</b>
	East Perth.	30 minutes.	
	Geraldton.	30 minutes.	
	Geraldton from Meekatharra.	45 minutes.	Additional time to finalise tickets and prepare balance (no Ticketing Agent Meekatharra or en route).
	Albany.	30 minutes.	
	Esperance from Perth.	30 minutes.	
	Albany.	30 minutes.	
	Bunbury.	30 minutes.	
	Kalbarri	30 minutes.	
	Pemberton.	60 minutes.	Clean Coach.
	Katanning.	60 minutes.	Clean Coach.
	Augusta.	60 minutes.	Clean Coach.
	Kalgoorlie.	60 minutes.	Clean Coach.
	Esperance from Kalgoorlie.	75 minutes.	Brian Walsh only. Drive to Gibson, Clean Coach.
	Esperance from Kalgoorlie.	30 minutes.	Other than Brian Walsh. Coach cleaned by Contractor.

The above allowances may be reviewed by the Road Coach Operator's Rostering Committee (if applicable) as required to meet changed / changing operational requirements.

## SCHEDULE 7: RAILCAR DRIVER ROSTERING TIME ALLOCATIONS

### RAILCAR DRIVERS EAST PERTH ROSTERING TIME ALLOCATIONS

Location	Allocation	Comment
East Perth.	10 minutes.	Sign on to travel passenger or travel by motor vehicle.
East Perth.	10 minutes.	Sign off after travelling passenger or returning by motor vehicle.
East Perth.	30 minutes.	Crib Driver prior to departure.
East Perth.	30 minutes.	Crib Driver on arrival.
East Perth.	20 minutes.	Rostered Driver prior to departure includes sign on.
East Perth.	20 minutes.	Rostered Driver on arrival includes sign off.
East Perth.	20 minutes.	Travel to Kewdale by motor vehicle.
East Perth.	75 minutes.	Travel to Avon Yard by motor vehicle.
Kewdale.	20 minutes.	Travel to East Perth by motor vehicle.
Kewdale.	20 minutes.	Unlock / Lock up for departure or arrival.
Kewdale.	60 minutes.	Prepare a two or three Railcar carset for departure.
Kewdale.	30 minutes.	Fuel, water and drop the toilets on a two / three Railcar carset or Avon Link Railcars.
Kewdale.	60 minutes (1).	Clean Cabs and stable a two or three Railcar carset.
<b>Kewdale.</b>	<b>75 minutes</b>	Prepare a four/ five Railcar carset for departure.
<b>Kewdale.</b>	<b>75 minutes</b>	Stable a four/five Railcar carset after arrival.
Kewdale.	60 minutes.	Prepare the Avon Link Railcars for departure.
Kewdale.	40 minutes (1).	Clean Cabs and stable the Avon Link Railcars.
Kalgoorlie.	10 minutes.	Sign on to travel passenger or travel by motor vehicle.
Kalgoorlie.	10 minutes.	Sign off after travelling passenger or returning by motor vehicle.
Kalgoorlie.	70 minutes. Includes Sign-On.	Prepare a two or three Railcar carset including unlocking the Security Gates, proceeding to and from the Kalgoorlie Loco Depot. Railcars required on the platform 30 minutes prior to departure.
Kalgoorlie.	85 minutes. Includes Sign-On.	Prepare a four or five Railcar carset including unlocking the Security Gates proceeding to and from the Kalgoorlie Loco Depot. Railcars required on the platform 30 minutes prior to departure.
Kalgoorlie.	75 minutes. Includes Sign-Off.	Stable a two or three Railcar carset including proceeding to and from the Kalgoorlie Loco Depot and locking the Security Gates. (After passengers have detrained and On Train Staff alighted).
Kalgoorlie.	90 minutes. Includes Sign-Off.	Stable a four or five Railcar carset including proceeding to and from the Kalgoorlie Loco Depot and locking the Security Gates. (After passengers have detrained and On Train Staff alighted).
Kalgoorlie. <b>(Late Running).</b>	40 minutes. (2). <b>No's 2087 / 6087.</b>	Stable a two or three Railcar carset including locking the Security Gates and signing off.

Kalgoorlie. <b>(Late Running).</b>	50 minutes. (2). <b>No's 2087 / 6087.</b>	Stable a four or five Railcar carset including locking the Security Gates and signing off.
Avon Yard.	75 minutes.	Travel to East Perth by motor vehicle.
Avon Yard.	30 minutes.	Stable and lock Avon Link Railcars.
Avon Yard.	45 minutes.	Prepare Avon Link Railcars.

(1) Railcars stable and coupled to Shore Power as necessary. Not handed over to Mechanical Staff.

(2) Railcars not taken to Kalgoorlie Locomotive Depot for inspection.

### **RAILCAR DRIVERS BUNBURY ROSTERING TIME ALLOCATIONS**

<b>Location</b>	<b>Allocation.</b>	<b>Comment</b>
Picton.	10 minutes.	Sign on to travel passenger or travel by motor vehicle.
Picton.	10 minutes.	Sign off after travelling passenger or returning by motor vehicle.
Picton.	10 minutes.	Sign on at Picton and proceed to the Australind Railcars.
Picton.	10 minutes.	Sign off at Picton after stabling the Australind.
Picton.	40 minutes.	Prepare a three / four Australind Railcar Train Consist.
Picton.	5 minutes.	Prepare a fifth Australind Railcar.
Picton.	30 minutes.	Stable a three / four Australind Railcar Train Consist.
Picton.	30 minutes	Refuel three / four Australind Railcar Train Consist.
Picton.	5 minutes.	Stable a fifth Australind Railcar.
Picton.	10 minutes.	Enter / Exit Picton Yard including unlocking / locking Derailer.
Picton.	15 minutes	Proceed from fuel point to stow road.

These allowances may be reviewed in conjunction with the Railcar Drivers Rostering Committee (if applicable).

**SCHEDULE 8: SENIOR/PASSENGER ASSISTANTS EAST PERTH AND  
KALGOORLIE ROSTERING TIME ALLOCATIONS**

<b>Location</b>	<b>Allocation</b>	<b>SPA/PA</b>	<b>Comment</b>
East Perth.	15 minutes.	SPA	Collect Float from safe and verify/check. Collect paperwork (Train Trip report, Pre-departure Checklist)
East Perth.	15 minutes.	SPA	Set up Float and Eftpos Terminal on Train, complete Pre-departure checklist. Load any deliveries for Kalgoorlie.
East Perth.	15 minutes.	SPA	Collect Manifest and Check.
East Perth.	20 minutes.	SPA/PA	Board Passengers
East Perth.	5 minutes.	PA	Collect Stock Sheets, Keys, and any paperwork
East Perth.	20 minutes.	PA	Collect Stock from storeroom
East Perth.	20 minutes.	PA	Set up Buffet with stock. Place hot food in warmer
Kalgoorlie.	15 minutes.	SPA	Collect Float from safe and verify check. Collect paperwork (Train Trip report, Pre-departure Checklist)
Kalgoorlie.	15 minutes.	SPA	Set up Float and Eftpos Terminal on Train, complete Pre-departure checklist. Load any deliveries for Kalgoorlie.
Kalgoorlie.	15 minutes.	SPA	Collect Manifest and Check.
Kalgoorlie.	20 minutes.	SPA/PA	Board Passengers
Kalgoorlie.	5 minutes.	PA	Collect Stock Sheets, Keys, and any paperwork
Kalgoorlie.	20 minutes	PA	Collect Stock from storeroom.
Kalgoorlie.	20 minutes	PA	Set up Buffet with stock. Place hot food in warmer.
East Perth.	20 minutes.	SPA/PA	Detrain Passengers.
East Perth.	5 minutes.	SPA/PA	Check Train and Toilets.
East Perth.	20 minutes.	SPA	Complete and hand in paperwork. Consolidate Float and place in safe. Return Eftpos terminal to cradle.
East Perth	20 minutes	PA	Complete stocktake. Collect dry stock in storeroom for next shift.
Kalgoorlie.	20 minutes.	SPA/PA	Detrain Passengers
Kalgoorlie.	5 minutes.	SPA/PA	Check Train and Toilets
Kalgoorlie	20 minutes	SPA	Complete and hand in all relevant paperwork. Consolidate Float and place in safe. Return Eftpos terminal to cradle.
Kalgoorlie.	20 minutes.	PA	Complete stocktake. Collect dry stock in storeroom for next shift

**SCHEDULE 9: SENIOR/PASSENGER ASSISTANTS BUNBURY ROSTERING  
TIME ALLOCATIONS**

<b>Location</b>	<b>Allocation</b>	<b>SPA/PA</b>	<b>Comment</b>
<b>AM DEPARTURE FROM BUNBURY</b>			
BUNBURY	20 minutes.	SPA	Log onto Customlink. Printout manifest for Train service and manifests for required road coach services
BUNBURY	15 minutes.	SPA	Check manifest for required stopping locations & prepare list for Railcar Driver
BUNBURY	10 minutes.	SPA	Do car cleaning report.
BUNBURY	5 minutes	PA	Collect Stock Sheets, Keys and any paperwork from SPA
BUNBURY	20 minutes	PA	Collect Stock from storeroom
BUNBURY	25 minutes.	PA	Set up Buffet with stock. Place hot food in warmer
BUNBURY	15 minutes.	SPA/PA	Board Passengers
<b>AM DEPARTURE TO BUNBURY</b>			
BUNBURY	15 minutes.	SPA/PA	Detrain passengers. Ensure all unaccompanied children are collected and all passengers have detrained.
BUNBURY	5 minutes.	SPA/PA	Ensure all float bags are correct and returned to reservation staff with all completed manifests and paperwork. Ensure Eftpos machine is returned to its cradle
BUNBURY	5 minutes.	PA	Ensure stock sheet is placed on the desk for the afternoon service staff.
BUNBURY	20 minutes.	SP/PA	Log onto computer system and check email and complete any online courses as required.
<b>PM DEPARTURE FROM BUNBURY</b>			
BUNBURY	20 minutes	SPA/PA	Log onto Customlink. Printout manifest for Train service.
BUNBURY	15 minutes.	SPA	Check manifest for required stopping locations & prepare list for Railcar Driver

BUNBURY	40 minutes.	SPA/PA	Log onto computer system and check email and complete any online courses as required.
	5 minutes.	PA	Collect Stock Sheets, Keys and any paperwork from SPA
	20 minutes	PA	Collect Stock from storeroom
	25 minutes.	SPA/PA	Set up Buffet with stock. Place hot food in warmer
	15 minutes.	SPA/PA	Board Passengers
<b>PM DEPARTURE TO BUNBURY</b>			
	15 minutes	SPA/PA	Detrain passengers. Ensure all unaccompanied children are collected and all passengers have detrained.
	10 minutes.	PA	Ensure all float bags are correct and returned to reservation staff with all completed manifests and paperwork. Ensure Eftpos machine is returned to its cradle
	10 minutes	PA	Ensure stock sheet is placed on the desk for the morning service staff. And all bags returned to catering room