

**PUBLIC TRANSPORT AUTHORITY/ARTBIU RAILWAY EMPLOYEES (NETWORK
AND INFRASTRUCTURE) INDUSTRIAL AGREEMENT 2022**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA	APPLICANT
	-v-	
	AUSTRALIAN RAIL, TRAM AND BUS INDUSTRY UNION OF EMPLOYEES, WESTERN AUSTRALIA BRANCH	RESPONDENT
CORAM	COMMISSIONER T KUCERA	
DATE	WEDNESDAY, 5 JULY 2023	
FILE NO/S	AG 12 OF 2023	
CITATION NO.	2023 WAIRC 00361	

Result Agreement registered

Representation

Applicant Ms M Fayomi

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 Ms M Fayomi 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 16 May 2023 entitled *Public Transport Authority/ARTBIU Railway Employees (Network and Infrastructure) Industrial Agreement 2022* (AG 12 of 2023) and attached to this order be

registered as an industrial agreement in replacement of the *Public Transport Authority/ARTBIU Railway Employees (Network and Infrastructure) Industrial Agreement 2020* (AG 19 of 2020), which by operation of s 41(8) is cancelled.

 **(Sgd.) C. KUCERA**

COMMISSIONER T KUCERA

**PUBLIC TRANSPORT AUTHORITY/ARTBIU
RAILWAY EMPLOYEES
(NETWORK AND INFRASTRUCTURE)
INDUSTRIAL AGREEMENT 2022**

1. APPLICATION AND OPERATION

1.1. Title

This Agreement shall be known as the Public Transport Authority/ARTBIU Railway Employees (Network and Infrastructure) Industrial Agreement 2022.

1.2. Arrangement

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1.3. Area and Scope

- 1.3.1. This Agreement applies to and binds approximately 49 employees who are engaged by the Employer in the classifications listed at 12 Schedule A – Wages Tables and Schedule D – Linesperson Classifications 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 is made in substitution for the Public Transport Authority/ARTBIU Railway Employees (Network and Infrastructure) Industrial Agreement 2020.
- 1.3.4. This Agreement is a standalone agreement. The provisions of the Award will not apply while this Agreement remains in force.
- 1.3.5. This Agreement shall operate throughout the State of Western Australia.

1.4. Term of Agreement

- 1.4.1. This Agreement shall apply from the date the Agreement is registered by the Commission (except where specifically provided) and will expire on 18 May 2024.
- 1.4.2. Upon expiry, the Agreement shall continue in force until replaced by a new Industrial Agreement.
- 1.4.3. The parties to this Agreement agree to re-open negotiations for a replacement agreement at least six months prior to its expiry.

1.5. Definitions

- 1.5.1. “Aggregated Wage Rate” means a wage rate calculated by reference to the Base Wage Rate, applicable allowances and entitlements and the applicable Shift Work roster in accordance with the Aggregate Methodology described in Schedule D - Linesperson Classifications.
- 1.5.2. “Award” means the Railways Employees Award No 18 of 1969.
- 1.5.3. “Base Wage Rate” means the rate of pay for ordinary hours worked excluding any allowances (referred to in previous agreements as the “flat” rate) as set out in 12 Schedule A - Wages Tables and Schedule D – Linesperson Classifications of this Agreement.
- 1.5.4. “Casual Employee” means an employee engaged under sub clause 2.5.
- 1.5.5. “Chief Executive Officer” means the Chief Executive Officer appointed under the *Public Transport Authority Act 2003*, or their nominee, or where the Chief Executive Officer has nominated the Managing Director, the Managing Director’s nominee.
- 1.5.6. “Classification Definitions” means the Classification Definitions at sub clause 4.11.1(b) of the Award.

- 1.5.7. “Commission” means the Western Australian Industrial Relations Commission.
- 1.5.8. “Commutated Allowance” is an allowance paid in lieu of the relevant allowances which would otherwise be applicable under this Agreement where there is:
- (a) authorisation to do so from the Head of Division; and
 - (b) agreement on the method for calculating that Commuted Allowance between the Employer and the Union.
- 1.5.9. “Competency” means knowledge and skills and the application of the knowledge and skills to the standards of performance required in the workplace, consistent with any relevant criteria under the Australian Qualifications Framework (AQF) guidelines.
- 1.5.10. “Double Time” is a 100% loading calculated on the hourly Ordinary Wage Rate.
- 1.5.11. “Double Time and a Half” is a 150% loading calculated on the hourly Ordinary Wage Rate.
- 1.5.12. “Employer” means the Public Transport Authority of Western Australia.
- 1.5.13. “Full Time Employee” means an employee engaged under sub clause 2.3 of this Agreement.
- 1.5.14. “Head of Division” means the General Manager, Network and Infrastructure Division position or, if that position ceases to exist, the nearest equivalent position.
- 1.5.15. “Higher Position” means a position under this Agreement which attracts a higher Ordinary Wage Rate than an employee’s ordinary classification.
- 1.5.16. “Job Description Form” means the current Job Description Form registered for a position by the Employer setting out the position’s title, role, responsibilities and selection criteria and replaces the Classification Definitions at sub clause 4.11.1(b) of the Award.
- 1.5.17. “Ordinary Wage Rate” means the wage rate described in sub clause 4.1.4 of this Agreement.
- 1.5.18. “Part Time Employee” means an employee engaged under sub clause 2.4 of this Agreement.
- 1.5.19. “Public Sector” means:
- (a) all agencies, ministerial offices and non-SES organisations as defined in section 3 of the *Public Sector Management Act 1994*; and
 - (b) employing authorities as defined in section 5 of the *Public Sector Management Act 1994*.
- 1.5.20. “Redeployment period” means the redeployment period as defined by regulation 28 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.

- 1.5.21. “Registered employee” means a registered employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
- 1.5.22. “Registrable employee” means a registrable employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
- 1.5.23. “Rostered Shift(s)” means the shifts that have been rostered to make up the roster cycle.
- 1.5.24. “Shift Work” means work to which sub-clauses 5.1 applies.
- 1.5.25. “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*.
- 1.5.26. “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*.
- 1.5.27. “Surplus employee” means either a Registrable employee or a Registered employee.
- 1.5.28. “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*.
- 1.5.29. “Time and a Half” is a 50% loading calculated on the sum of the hourly Ordinary Wage Rate plus any applicable Shift Work allowance, subject to special provisions for Linespersons and Authorised Persons.
- 1.5.30. “Time and a Quarter” is a 25% loading calculated on the sum of the hourly Ordinary Wage Rate plus any applicable Shift Work allowance.
- 1.5.31. “Total Wage Rate” means the wage rate described in sub clause 4.1.7 of this Agreement.
- 1.5.32. “Union” means Australian Rail, Tram and Bus Industry Union of Employees, Western Australia Branch.

1.6. Network and Infrastructure Divisional Purpose

- 1.6.1. The parties to this Agreement acknowledge that the Public Transport Authority seeks to encourage greater use by the Western Australian community of the public transport system, and that this aim will be furthered by the maintenance of a safe and reliable service. Employees will make every reasonable endeavour to maintain and enhance the safe on-time running standard, reliability, and integrity of the service.

1.7. Public Sector Delivery of Public Services

- 1.7.1. The Government and Employers prefer the delivery of public services to be undertaken by employees.
- 1.7.2. 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.
- 1.7.3. 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.

1.8. No Further Claims

- 1.8.1. The parties to this Agreement shall not, for the duration of the Agreement, make any claim for further wage increases except where expressly provided for in a State Wage Case decision.
- 1.8.2. A work value claim for a higher classification for a position under this Agreement is not excluded by this sub clause, and for the avoidance of doubt, the parties will not be prevented by sub clause 1.8.1 from relying in such a work value claims on changes made to the work performed which may include claims of work value attached to construction tasks in a position prior to the commencement of the Agreement.

2. CONTRACT OF EMPLOYMENT

2.1. Direct and Permanent Employment

Statements of Government Preference

- 2.1.1. The Western Australian Government recognises that:
- (a) direct employment is the preferred form of engagement, noting this may not be practicable or financially achievable in all circumstances; and
 - (b) permanent employment is the preferred mode of employment for employees covered by this Agreement.
- 2.1.2. 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.

Union Access to Information

- 2.1.3. Within 60 days of a request being made in writing, the Employer will provide to the Union:
- (a) the names of the labour hire businesses used;
 - (b) the functions undertaken;
 - (c) the headcount number of labour hire employees performing the work; and
 - (d) the amount of money paid to each labour hire business.

Surplus employees

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

Contract of Employment

2.2. Commencement

- 2.2.1. The Employer shall 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 or casual employee.
- 2.2.2. The Employer shall advise such employee that employment will be subject to the provisions of statutory and Employer rules, regulations and policies, as amended from time to time.

2.3. Full Time Employee

- 2.3.1. A Full Time Employee is employed for the full ordinary hours nominated in sub clause 3.2 of this agreement.

2.4. Part Time Employee

- 2.4.1. 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.
- 2.4.2. Part Time Employees shall be rostered for a minimum of 15 hours per week up to a maximum of 38 hours per week and shall have the number of guaranteed hours of work between 15 and 38 stipulated in their letter of appointment.
- 2.4.3. Part Time Employees shall be entitled to the same terms and conditions of employment as an equivalent Full Time Employee and such entitlements shall be calculated on a pro rata basis according to the ratio of agreed part time hours to equivalent full time hours in an equivalent position or classification.
- 2.4.4. An existing employee nominated in sub clause 2.4 may request a temporary variation in the prescribed 15 hour minimum weekly part time hours for health or family reasons for a limited period of up to 18 months and on receipt of such a request the Employer shall:
 - (a) provide details in writing to and consult with the Union in relation to any such proposed arrangements at least 14 days prior to implementation; and
 - (b) make all reasonable efforts to accommodate the employee's request.

2.5. Casual Employee

Wage

- 2.5.1. A Casual Employee is engaged by the hour for less than one week continuously provided that this shall not include an employee who, when work is available, leaves their employment before the expiry of one week.

Casual Loading

- 2.5.2. A Casual Employee shall be paid the hourly Base Wage Rate prescribed for that classification under Schedule A –Wages Tables and Schedule D – Linesperson Classifications of this Agreement (without annualised leave loading) with the addition of casual loading in lieu of annual leave, personal leave and payment for public holidays. The casual loading will be in accordance with 2.5.3.
- 2.5.3. The casual loading payable is 25% on and from the date of registration of this Agreement.

Conditions of Employment

- 2.5.4. A Casual Employee shall have no entitlement to paid leave except for bereavement leave, long service leave, family and domestic violence leave, and shall be informed of these conditions before starting work on these terms.
- 2.5.5. The minimum period of engagement of a Casual Employee will be three hours on each engagement.
- 2.5.6. Nothing in this clause shall confer “permanent” or “fixed term contract” officer status within the meaning of section 64 of the *Public Sector Management Act 1994*.
- 2.5.7. 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’s prior notice. In the event of an Employer or casual Employee failing to give the required notice, one hour’s salary shall be paid or forfeited.
- 2.5.8. Sub clauses 3.5.1 to 3.5.10 do not apply to Casual Employees. Additional hours are paid at the normal casual rate.

Caring Responsibilities

- 2.5.9. Subject to the evidentiary and notice requirements in clause 6.2 Personal Leave of this Agreement, a Casual Employee is entitled to not be available to attend work or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- 2.5.10. The Employer and the Casual Employee shall agree on the period for which the Casual Employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.
- 2.5.11. 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. Fixed Term Contract Employment

- 2.6.1. Subject to this clause employees may be employed on contracts having fixed terms.
- 2.6.2. Before employing a person as a fixed term contract employee or providing a new or extended fixed term contract to an employee, the Employer must first consider whether any permanent Surplus employees can undertake the role or duties required. If a permanent Surplus employee can undertake the role or duties, they will be offered the employment.
- 2.6.3. Notwithstanding sub clause 2.6.2 the Employer will have discretion to renew an existing fixed term contract if the employee has been in the same or similar role for more than two years and the arrangements are being reviewed for possible conversion under a process referred to at sub clause 2.6.9.
- 2.6.4. Where more than one appropriate permanent Surplus employee exists, the following hierarchy shall apply for access to the role or duties:
- (a) internal Surplus employees are considered first;
 - (b) if no internal Surplus employees are suitable, Registered employees from other employing authorities are considered; and
 - (c) if no Registered employees are suitable, Registrable employees from other employing authorities are considered.
- 2.6.5. In exercising 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 sources, 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 shall assess the percentage of positions for which permanent appointment can be made;
 - (c) work that is seasonal in nature;
 - (d) where an employee with specific skills is not readily available in the Public Sector is required for a finite period; or
 - (e) in any other situation as is agreed between the parties to this Agreement.
- 2.6.6. Employees appointed for a fixed term shall be advised in writing of the terms of the appointment, including the circumstances of the appointment as provided under sub clause 2.6.5 and the dates of commencement and termination of employment.
- 2.6.7. The Employer will provide the Union the names and work locations of all employees on fixed term contracts within 28 days of a request being made in writing.
- 2.6.8. 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 same employer without a break in service; and
 - (ii) has a documented record of satisfactory performance in their role;
 - (b) a ‘break in service’ is a break 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.
- 2.6.9. The Employer must, no later than three months after:
- (a) the date on which an employee became an eligible fixed term employee;
 - (b) for an employee who is an eligible fixed term employee on the date of registration of this Agreement – that date; and

- (c) for an employee who continues to be employed on a fixed term contract in the same or a similar role without a break in service – each second anniversary of the date referred to in paragraph (a) or (b) of this sub clause;

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 sub clause 2.6.5.

- 2.6.10. If, after carrying out a review referred to in sub clause 2.6.9, the employer determines the fixed term employment does not meet a circumstance listed in sub clause 2.6.5 the employer must appoint the employee permanently to the same position at their current FTE.
- 2.6.11. The requirement at 2.6.10 does not apply if the CEO (or CEO's delegate) of the relevant agency or organisation certifies in writing that the role performed by the fixed term employee can no longer be funded from within the agency or organisation's approved salary expense limits.
- 2.6.12. If, after carrying out a review referred to in sub clause 2.6.9, the employer determines the fixed term contract meets a circumstance listed in sub clause 2.6.5, 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 appoint eligible fixed term employees to permanent employment, and the actions the employee can take if they disagree with the review outcome.
- 2.6.13. For the purposes of 2.6.9, if an eligible fixed term employee is employed under multiple fixed term contracts with the same employer, each contract and the circumstances of the work being performed under it is to be reviewed individually.

2.7. Probation

- 2.7.1. Probation for new employees
 - (a) A new employee's appointment to a position in the Public Transport Authority will be subject to a probationary period of six months.
 - (b) During the probationary period the employee's work performance will be monitored and advice on performance will be provided to the employee as appropriate.
 - (c) The probationary period may be extended at the Employer's discretion for a period of up to a further three months, subject to the approval of the Divisional General Manager or their delegate.
 - (d) A further extension beyond that provided for at 2.7.1(c) may occur if agreed in writing between the Employer and the Union.

- (e) Appointment will be confirmed at the conclusion of the probationary period subject to satisfactory performance and conduct during this period.
- (f) During the probationary period, where the employee's performance or conduct is not satisfactory, the Employer may terminate the contract of employment by giving the employee one week's notice or payment in lieu of notice.

2.7.2. Probation for current employees

- (a) A current employee's appointment or promotion to a position will be subject to a probationary period of three months.
- (b) During the probationary period the employee's work performance will be monitored and advice on performance will be provided to the employee as appropriate. Appointment will be confirmed at the conclusion of the probationary period subject to satisfactory performance and conduct during this period.
- (c) The probationary period may be extended at the Employer's discretion for a period of up to a further three months, subject to the approval of the Divisional General Manager or their delegate.
- (d) A further extension beyond that provided for at 2.7.2(c) may occur if agreed in writing between the Employer and the Union.
- (e) If an existing employee's appointment is not confirmed, the employee will revert to the substantive position or to a position at an equivalent level to the one the employee held prior to appointment.
- (f) During the probationary period the employee may request a return to their previous substantive level.
- (g) Where an employee returns to a position at an equivalent level under sub clause 2.7.2(e) they will be given preference to transfer to their original position should a vacancy occur.

2.7.3. Preliminary Training

- (a) Where initial mandatory off the job training is necessary prior to commencing actual duties on the job at the designated classification level and pay rate, the relevant period of probation will include and will be automatically extended by the length of time required to be spent by the employee in preliminary training courses provided by the Employer.

2.8. Ordinary Duties

- 2.8.1. The Employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competency and training, including work which is incidental or peripheral to the employee's main tasks or functions, provided that such duties are not designed to promote deskilling.

- 2.8.2. An Employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 2.8.3. Any direction issued by an Employer pursuant to sub clauses 2.8.1 and 2.8.2 shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

2.9. Higher Duties

- 2.9.1. An employee who is required by the Employer on a temporary basis to undertake duties attracting a higher rate of pay than the employee's ordinary classification, shall be paid the higher rate on the following basis:
- (a) If an employee undertakes the substantial responsibilities of a Higher Position from the commencement of the first shift and the responsibilities of the Higher Position are not shared with other employees, then the employee shall be paid the higher rate of pay for the position from the commencement of the first shift.
 - (b) If sub clause (a) does not apply, then the employee shall be paid the higher rate for the time the employee is required to undertake the higher duties, but
 - (i) if the higher duties are performed for more than two hours of one shift, the employee shall be paid the higher rate for the whole shift; and
 - (ii) if the higher duties are performed for less than 20 minutes of one shift, the higher rate shall not be paid for that time.
 - (c) An employee who is not ordinarily in receipt of an Aggregated Wage Rate that undertakes the duties of a Higher Position for periods of up to one week shall be paid the Ordinary Wage Rate plus any applicable penalties relevant to the Higher Position – not the Aggregated Wage Rate (if applicable).
 - (d) If an employee undertakes the duties of a Higher Position for a continuous period of one week or more then the employee shall be paid the Ordinary Wage Rate plus any applicable penalties (if the wage of acting position is non aggregated), or the Aggregated Wage Rate for the Higher Position.
 - (e) While acting in a Higher Position for a period of one week or more, an employee shall not be paid less in any week in that period than the total weekly wage payable in that employee's ordinary classification.
- 2.9.2. If an employee is required by the Employer on a temporary basis to undertake duties attracting a lower rate of pay than the employee's ordinary classification, the employee's total weekly wage rate shall not be reduced whilst employed in such capacity.

- 2.9.3. If an employee is required by the Employer on a temporary basis to undertake higher duties continuously for a period of three months or more then the conditions of employment for that Higher Position, including accrued leave entitlements, shall apply to the employee.
- 2.9.4. If within two weeks before a period of annual leave is taken an employee is acting in a higher capacity and has been so acting for a period of not less than two months the annual leave shall be paid for at the rate applicable to such higher capacity position.
- 2.9.5. An employee who acts at the higher level for a continuous period of 12 months or more and proceeds on leave other than annual leave for a period of five weeks or more shall be entitled to receive payment of such allowance on a pro rata basis during the period of leave, except for seven day or 24 hour rostered employees who shall receive payment of such allowance on a pro rata basis where the employee proceeds on leave other than annual leave for a period six weeks or more.

2.10. Unsatisfactory performance

- 2.10.1. Where an employee engages in an employment related act or omission so that it appears to the Employer that the employee is unable or unwilling to utilise appropriate skills to carry out tasks associated with a particular job competently and in a manner that meets the reasonable expectations and service needs of the Employer, then the matter may be dealt with by the Employer under its Performance Management Policy and Procedure as amended from time to time or under any more specific procedure established by the Employer for unsatisfactory performance of that nature.
- 2.10.2. 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.

2.11. Discipline

2.11.1. Definitions

- (a) “Breach of Discipline” includes:
 - (i) an act of misconduct;
 - (ii) negligence or carelessness of an employee in the performance of their functions; or
 - (iii) a conviction for an offence listed at sub clause 2.11.19;
- (b) “Chief Executive Officer” means the Chief Executive Officer or their nominated representative, and for the purpose of sub clause 2.11.18 or 2.11.21 the Chief Executive Officer may only nominate the Managing Director of the Public Transport Authority or the General Manager.
- (c) “First Notification” means a notification given under sub clause 2.11.4.
- (d) “General Manager” means the General Manager, Network and Infrastructure.
- (e) “Investigator” will be the person given responsibility to investigate on behalf of the Employer an alleged breach or breaches of discipline by an employee.
- (f) “Misconduct” shall have its ordinary meaning.

2.11.2. This sub 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.

2.11.3. Notwithstanding sub clause 2.11.5, 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.

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

- (a) will be in writing;
- (b) will record the date on which the employee’s act came to the attention of the Employer, being the date on which a nominee of the Chief Executive Officer had first knowledge of the act or received a substantive complaint or report;

- (c) will be issued to the employee within 28 calendar days (exclusive of public holidays) of the date on which the act came to the attention of the Employer, failing which, subject to sub clause 2.11.26, formal disciplinary action cannot be taken;
- (d) will record the nature of the Employer's suspicion sufficiently to give the employee a reasonable opportunity to submit a written statement of events, an explanation or otherwise respond but need not be a formal allegation and is not required to include or refer to all evidence upon which the suspicion is based;
- (e) will nominate a date by which the employee may provide any response which allows a reasonable opportunity to respond in all the circumstances, provided that a period of 14 calendar days will usually be sufficient; A longer time may be agreed by the Employer on the employee's request provided that the Employer will not refuse a reasonable request;
- (f) will nominate the date by which any disciplinary process must be completed, if formal disciplinary action is pursued, calculated by reference to this date of first notification in accordance with sub clause 2.11.25; and
- (g) may also be a formal allegation of breach of discipline, where the Chief Executive Officer considers there are already sufficient grounds to make such an allegation and where it complies with sub clause 2.11.8.

2.11.5. 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.

2.11.6. 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.

- 2.11.7. 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.
- 2.11.8. *Step Two: Formal Allegation of Breach Of Discipline:* Where the Chief Executive Officer decides to initiate formal disciplinary action, the Employer will notify the employee of the formal allegation of a breach of discipline against the employee and the notification will:
- (a) be in writing;
 - (b) record the nature of the allegation against the employee;
 - (c) nominate the date by which any disciplinary process must be completed, recalculated in accordance with sub clause 2.11.26; 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 sub clause 2.11.17.
- 2.11.9. *Step Three: Formal Disciplinary Investigation:* An Investigator conducting any disciplinary investigation may determine the procedure followed and will conduct the investigation with as little formality and technicality as the principles of procedural fairness, substantial compliance with the Employer's applicable policies and procedures and the circumstances of the matter permit.
- 2.11.10. 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.
- 2.11.11. 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.
- 2.11.12. 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.

- 2.11.13. If during the course of an investigation it comes to the attention of the Employer that the employee may have committed other breaches of discipline which are not the subject of the investigation and which had not previously come to the attention of the Employer, then the Employer may investigate those matters. If the allegation or allegations are investigated as part of the investigation already being conducted, then the disciplinary process into the additional allegation or allegations will not be invalid for non-compliance with sub clauses 2.11.4 to 2.11.8 but the Employer must inform the employee of any additional allegation in writing, the employee must be given a proper opportunity to respond to the allegation and procedural fairness must be accorded to the employee in relation to any additional allegation. Where sub clauses 2.11.4 to 2.11.8 are not complied with, the time for completion of the discipline process in relation to any additional allegation will be calculated from the date of the first notification of the initial allegation being investigated. Where sub clauses 2.11.4 to 2.11.8 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.
- 2.11.14. The Investigator will at the conclusion of the investigation report to the Chief Executive Officer on the investigation and on the findings open to the Chief Executive Officer.
- 2.11.15. 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.
- 2.11.16. 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.
- 2.11.17. Step Four: Opportunity to Respond to Proposed Adverse Finding and any Proposed Penalty: The Chief Executive Officer will advise the employee of:
- (a) any proposed adverse finding in relation to the allegation of breach of discipline made against the employee or any other breaches of discipline which came to the attention of the Employer in the course of the investigation;
 - (b) the results of the investigation and the evidence relied upon by the Chief Executive Officer in support of the proposed finding;

- (c) the range of penalties the Chief Executive Officer is considering applying if the finding is confirmed;
 - (d) the time within which the employee is required to provide any written response as to the finding and as to the appropriate penalty, which will be not less than 14 days. A longer time may be agreed by the Employer on the Employee's request provided that the Employer will not refuse a reasonable request; and
 - (e) the date by which any disciplinary process must be completed, recalculated in accordance with sub clause 2.11.26.
- 2.11.18. *Step Five: Final Determination:* After receiving any response from the employee to the advice of proposed adverse findings, or after the nominated date by which the employee was required to provide any response, the Chief Executive Officer will review the evidence, including the employee's response, and make a final determination on the allegation of breach of discipline and decide which if any penalty from the list of penalties in sub clause 2.11.21 should be applied.
- 2.11.19. *Criminal Conviction of an Employee:* The Chief Executive Officer is able to take disciplinary action against employees who have been convicted of:
- (a) offences which involve:
 - (i) fraud or dishonesty;
 - (ii) wilful damage to or destruction of the property of others;
 - (b) offences which are committed against the persons of others; or
 - (c) offences which are punishable on conviction by imprisonment for two years or more.
- 2.11.20. An employee who has been convicted of such an offence shall notify the Employer and such a conviction may be taken as if a breach of discipline has been found to have been committed so that no further disciplinary investigation or finding is required. The Chief Executive Officer may choose to apply any of the penalties listed at sub clause 2.11.21, subject to sub clause 2.11.22. The Chief Executive Officer shall write to the employee and advise if they propose 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.

- 2.11.21. *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 Employer's business or to another employment position within the Employer's business, including to a position to which this Agreement does not apply;
 - (d) a permanent or temporary demotion or reduction to a lower increment or to a lower grade or position to which this Agreement applies;
 - (e) a permanent or temporary demotion to another position to which this Agreement does not apply; and/or
 - (f) dismissal.
- 2.11.22. 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.
- 2.11.23. *Appeal:* Where a breach of discipline has been found to have been committed, the employee found guilty of the breach of discipline, shall have a right to appeal the decision of the Chief Executive Officer and any associated penalty, by notification and direct referral of a dispute to the Commission by a party on the employee's behalf under sub clause 8.1.5 or 8.1.8 of this Agreement.
- 2.11.24. *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 Wage 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 Wage 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.
- 2.11.25. *Time Frames:* The discipline process shall 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.

2.11.26. The minimum periods specified in sub clause 2.11 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 support person, to the extent of the delay;
- (b) by reason of the absence from duty of the affected employee through illness or injury or other authorised leave, to the extent of that absence;
- (c) by reason of the suspension of the Employer's disciplinary process during an investigation of the allegation by Police or by the Corruption and Crime Commission, or awaiting the outcome after being criminally charged to the extent of the duration of that investigation;
- (d) by reason of any extension granted under sub clause 2.11.4(e) or 2.11.17(d); or
- (e) by mutual agreement between the parties.

2.12. Stand Down

2.12.1. The Employer is entitled to stand down the employee and not pay the employee for the day or part of a day where the Employer is unable to provide useful work for the employee on that day or for that part of the day 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.

2.12.2. 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.

2.13. Termination

2.13.1. Subject to sub clause 2.13, the employment of an employee may be terminated by the Employer or employee giving notice as provided in the following table:

Employee's period of continuous service with the Employer	Minimum Period of notice
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

- 2.13.2. Where the employee is aged over 45 years and has more than two years continuous service, the period of notice shall be five weeks.
- 2.13.3. Where mutually agreed a shorter period of notice may be given without payment, or forfeiture of payment in lieu.
- 2.13.4. If the appropriate notice period is not given, payment or forfeiture of payment in lieu of the notice prescribed above shall be made. Employment may be terminated by part of the period of notice specified and providing part payment in lieu thereof. Wages so forfeited by the employee may be deducted from any wages due to such employee up to the time of the employee leaving the service of the Employer.
- 2.13.5. In calculating any payment or forfeiture of payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated shall be used.
- 2.13.6. **Summary Dismissal:** The Employer has the right to dismiss any employee without notice for serious misconduct and in such cases any entitlements (including wages and any accrued leave) under this Agreement are to be paid up to the time of dismissal only.
- 2.13.7. Sub clauses 2.13.1 and 2.13.2 do not apply to Casual Employees, fixed term employees, or trainees.
- 2.13.8. The employment of a Casual Employee may be terminated in accordance with sub clause 2.5.7.

2.14. Redeployment and Redundancy

- 2.14.1. The parties acknowledge that the *Public Sector Management Act 1994 (PSMA)* and the *Public Sector Management (Redeployment and Redundancy) Regulations 2014 (Regulations)* provide the legislative framework for redeployment and redundancy for all employees covered by this Agreement. If the provisions of this Agreement and the Regulations are inconsistent, the provision of the Regulations shall prevail.
- 2.14.2. The Employer and prospective Employer will assess the Suitability of a Surplus employee broadly which includes, but is not limited to:
- (a) acknowledging that the employee's classification level illustrates core competencies for that classification level;
 - (b) providing sufficient weight to the employee's knowledge, skills and experience; and
 - (c) recognising the transferability of skills to roles where a direct fit may not exist.

- 2.14.3. The Employer and prospective Employer will seek to place Surplus employees in suitable positions in accordance with sub clause 2.14.2.
- 2.14.4. The Employer will provide Surplus employees with direct access to priority vacancies through the online Recruitment Advertising Management System.
- 2.14.5. The Employer will provide Surplus employees with case management in line with the Public Sector Commission's Redeployment and Redundancy Guidelines and the Public Sector Commission's Redeployment and Redundancy Guidelines Appendix A – Case Management or any revised arrangement subsequent to the review of the redeployment and redundancy provisions. The Employer will ensure that Surplus employees are provided with an appropriately skilled case manager/s, a skills audit and continual support to find Suitable employment.
- 2.14.6. Upon notification of registration, the Employer shall provide an employee who is notified of the Employer's intention to register them under regulation 18 of the Regulations with the written reason/s for the intended registration and the possible employment, placement and training options available to them.
- 2.14.7. Where the Employer is able to do so consistent with Commissioner's Instruction No. 12 – Redeployment and Redundancy, the Employer may Suspend the Redeployment period of a Registered employee for the duration that the employee is participating in retraining, a secondment or other employment placement arrangement. Where suspension of the total duration would exceed the allowable duration under Commissioner's Instruction No. 12 – Redeployment and Redundancy, the Employer may Suspend the Redeployment period for the portion allowable.
- 2.14.8. The Employer will notify the Union prior to a Registered employee entering the last three months of their Redeployment period.

3. HOURS OF WORK

3.1. Relationship Between General and Special Provisions

- 3.1.1. The following general provisions of this sub clause shall apply in conjunction with special provisions for designated occupational groups under sub clauses 3.10 to 3.12 and, to the extent of any inconsistency, the special provisions shall prevail.

3.2. Hours of Work: General

- 3.2.1. The ordinary hours of work for Full Time Employees shall be an average of 38 hours per week, excluding meal breaks, averaged across a fortnight from the beginning of the roster cycle.
- 3.2.2. For full time day shift employees, ordinary hours are worked continuously except for unpaid meal breaks between 6am and 6pm on any day Monday to Friday.

- 3.2.3. Shift Work: Where employees are required to work Shift Work as defined under this Agreement, ordinary hours shall be worked as nominated in the Shift Work provisions.
- 3.2.4. The maximum spread of hours shall be 12 hours, but the Employer shall arrange so far as practicable that shifts not exceed 10 hours, except in cases of emergency when relief cannot be provided.
- 3.2.5. Minimum Call Out: An employee recalled to work shall be paid at the appropriate rate for all time worked and shall at least receive payment for the minimum call out period: that period shall be three hours for work done Monday to Friday and four hours for work done on Saturday, Sunday or a Public Holiday. The employee shall not be obliged to work for the full minimum call out period if the work for which the employee is brought on duty does not last for that period, but if the employee is again called out for duty within the same call out period the employee shall not receive further payment until the expiration of that period.
- 3.2.6. Nine Day Fortnight:
- (a) The Employer may roster ordinary hours as nine shifts in a fortnight, with a rostered day off.
 - (b) Under this provision, an employee on a rostered day off will not be entitled to claim Personal Leave for that day.
 - (c) Under this provision, where a public holiday falls on a rostered day off, the preceding or following working day as determined by the Employer shall be observed in lieu of the rostered day off and sub clause 6.1.7 shall not apply.
- 3.2.7. 40 Hour Week: The Employer may introduce a 40 hour week, averaged over a fortnight during the life of this Agreement where the Employer has consulted with the Union in compliance with sub clause 7.2 - Introduction of Change and where there is an agreement to do so between management and the majority of the affected employees.

3.3. Rostering Arrangements: General

- 3.3.1. The roster cycle may be varied by the Employer, after consultation with the employees affected and the Union.
- 3.3.2. The Employer may permanently alter rosters, following consultation in accordance with clause 7 with affected employees and the Union after giving 14 days' notice of the proposed change.
- 3.3.3. Employees may elect to form a Rostering Committee. Where formed, the Employer will consult with the Committee to develop and modify rosters consistent with operational requirements of the business and the reasonable needs of employees. The Employer will continue to consult with the Union before permanently altering to rosters as per sub clause 3.3.2 if a Rostering Committee is formed.

- 3.3.4. Roster construction shall be subject to the Employer's fatigue management principles and policies from time to time.
- 3.3.5. The roster may be temporarily altered by the Employer after it is posted, during the roster cycle, for operational reasons such as replacing staff on Personal Leave and scheduling training.

3.4. Introduction of Shift Work: General

- 3.4.1. The Employer may introduce Shift Work for any group of employees, provided the Employer shall:
 - (a) consult the affected employees about the proposal to introduce Shift Work;
 - (b) notify the Union of the intention to introduce Shift Work; and
 - (c) post that new Shift Work roster at least 14 days in advance of the start date.

3.5. Overtime and Penalty Rates

- 3.5.1. **Additional hours overtime** are those hours worked by an employee at the request or direction of the Employer beyond their posted rostered hours for the day. An employee may be requested to work one additional overtime shift per fortnight.
- 3.5.2. **Rostered overtime** is rostered time worked by an employee:
 - (a) outside the ordinary hours nominated by sub clause 3.2 or by any applicable shift provisions or special provisions for the employee (calculated daily); or
 - (b) in excess of the employee's ordinary hours nominated by sub clause 3.2 or by any applicable special provisions (calculated fortnightly).
- 3.5.3. Reasonable Overtime: Subject to the provisions of this Agreement, the Employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- 3.5.4. Neither the Union nor any employee or employees to whom this Agreement applies shall in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements set out in 3.5.3.
- 3.5.5. The following overtime rates are calculated on the sum of the Ordinary Wage Rate plus any applicable Shift Work allowance. Otherwise, in the absence of express provision to the contrary, where more than one penalty applies to time worked, the highest penalty only will be paid.
- 3.5.6. Double Time shall be the maximum penalty rate applicable under this Agreement except for Public Holiday penalties where expressly stipulated otherwise under sub clause 3.5.12 of this Agreement.
- 3.5.7. Each day's overtime calculations shall stand alone, but where hours worked are paid as daily overtime, the same hours shall not be paid as fortnightly overtime.

- 3.5.8. **Additional hours** worked from midnight Sunday to midnight Friday shall be paid at overtime rates of Time and a Half for the first two hours and Double Time thereafter.
- 3.5.9. **Rostered Overtime** worked from midnight Sunday to midnight Friday shall be paid at overtime rates of Time and a Half for the first two hours and Double Time thereafter.
- 3.5.10. Applicable Shift Allowances are nominated at sub clause 5.1 and do not apply to Saturdays or Sundays.
- 3.5.11. Weekend Penalties: all time worked on a Sunday shall be paid at the rate of Double Time, calculated on hourly Ordinary Wage Rates.
- (a) Time worked on a Saturday shall be paid at the rate of:
- (i) Time and a Half, calculated on hourly Ordinary Wage Rates for rostered ordinary hours worked by seven day Shift Work employees;
or
- (ii) Double Time, calculated on hourly Ordinary Wage Rates for all other Saturday work.
- 3.5.12. **Public Holiday Rates:** employees required to work on a Public Holiday shall receive:
- (a) a minimum payment of four hours;
- (b) payment at the rate of Time and a Half for the rostered ordinary hours worked on that day;
- (c) at the rate of Double Time and a Half calculated at hourly Ordinary Wage Rates for all time worked on that day in excess of rostered ordinary hours, in lieu of all other penalties; and
- (d) Either additional payment for the number of rostered ordinary hours worked on that day calculated at hourly Ordinary Wage Rates, or if the employee so elects, that number of hours' paid leave which may be cleared with annual leave or taken at some subsequent date when the employee so agrees.
- 3.6. Meal and Rest Breaks**
- 3.6.1. Subject to this sub clause, an employee shall not be permitted to continue to work longer than five hours without taking a meal break of at least 30 minutes, provided that such break is not taken before the third hour of duty.
- 3.6.2. Where the Employer determines that it is necessary for operational reasons to do so, the Employer may direct an Employee to work longer than five hours without a meal break. In such circumstances, the employee shall be paid at overtime rates from the conclusion of the fifth hour until the conclusion of the employee's rostered hours for the day or until such meal break time is made available to the employee concerned, whichever is sooner.

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

3.7. Minimum Time Off Duty

- 3.7.1. Subject to this sub clause, an employee shall be allowed off duty for a minimum of 10 hours.
- 3.7.2. No employee shall be called or booked up for duty without having been allowed the minimum period off duty while there is another qualified employee available who has had the minimum period off duty.
- 3.7.3. When an employee is brought back on duty without having been allowed the minimum period off duty, such employee shall:
- (a) be paid at Double Time rates for all time worked from the commencement of his previous shift until released from duty; and
 - (b) then be entitled to be absent until the employee has had the minimum period off duty without loss of pay for any time the employee had been rostered to work during such absence.

3.8. Guaranteed Week's Work

- 3.8.1. Full Time Employees: the Employer shall guarantee each Full Time Employee a full week's work of no less the ordinary hours nominated in sub clause 3.2, or any applicable special provision, averaged across the employee's roster. If the ordinary hours vary across a roster, but remain an average of the nominated ordinary hours, 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 nominated ordinary hours.
- 3.8.2. Part Time Employees: the Employer shall guarantee each Part Time Employee a week's work of:
- (a) 15 ordinary hours; or
 - (b) the higher number of hours per week expressly agreed in writing with the employee or the hours rostered for that employee, whichever is greater.

- 3.8.3. Exceptions: the guaranteed week may be reduced as follows:
- (a) Any period where the Employer is wholly or partially unable to carry on the running of the trains by reason of any actions on the part of any employee or group of employees or for any other cause which is beyond the Employer's control;
 - (b) Any period that an employee's hours are varied or not worked due to workers compensation, other authorised leave of absence for disciplinary reasons.

3.9. Other Working Arrangements

- 3.9.1. Should the provisions of this Agreement restrict or impact upon the terms of working arrangements that have been or can be agreed to by the parties, those working arrangements can be given effect without the need to formally vary this Agreement provided that the terms of those working arrangements are agreed in writing by the parties and any new arrangements agreed shall be implied into the terms of this Agreement.

3.10. Special Provisions: Signal Maintainers

- 3.10.1. Signal Maintainers have an existing agreed roster arrangement to work a nine day fortnight.

3.11. Special Provisions: Linespersons and Authorised Persons

- 3.11.1. The ordinary hours of employment for full time Linespersons and Authorised Persons shall be an average of 40 ordinary hours per week averaged across a six week roster cycle.
- 3.11.2. New Linespersons or Authorised Persons employed on or after 1 January 2006, may be engaged on an average of 38 ordinary hours per week, Monday to Friday.
- 3.11.3. Ordinary hours may be worked by Linespersons or Authorised Persons in shifts over a 24 hour period each day, Monday to Friday, and are paid at Shift Work rates for five day Shift Work as provided in sub clause 5.1.2 of this Agreement. Any proposal by the Employer to change these arrangements will comply with sub clause 7.1 of this Agreement.
- 3.11.4. The maximum length of a Rostered Shift for Linespersons or Authorised Persons is 10 ordinary hours, which may be extended by two additional hours to a maximum spread of hours of 12 hours. The minimum length of a Rostered Shift for Linespersons is five and a half (5.5) ordinary hours.
- 3.11.5. The minimum payment for call outs shall apply for Linespersons and Authorised Persons, pursuant to sub clause 3.2.5.

- 3.11.6. Linespersons and Authorised Persons shall be rostered six protected days off in each six week roster cycle (i.e. an average of one per week across the roster cycle), and shall work a maximum of nine consecutive shifts (including rostered additional overtime shifts) without a day off. For the purpose of this sub clause, a protected day off in a roster cycle may include weekend days where employees are not rostered “on call”.
- 3.11.7. Stand By Arrangements
- (a) Linespersons and Authorised Persons are rostered for standby periods during some weekends over the roster cycle.
 - (b) Where a Linesperson or Authorised Person is required to work to rectify a fault or faults during a weekend stand-by period that employee shall be entitled to at least one break for a minimum of eight continuous hours between completing any work done during the stand-by period and the start of the next shift, rather than the 10 hour period nominated by sub clause 3.7.1.
 - (c) In recognition of weekend stand by arrangements and regular rostered night shifts, Linespersons and Authorised Persons are entitled to five weeks annual leave per year and 1.9% annualised leave loading.
- 3.11.8. Overtime
- (a) Where gaps occur in rostered working due to absence, illness or injury, or any other type of approved leave, or when necessary to cover maintenance, faults and scheduled construction work, a Linesperson or Authorised Person may either be required to work additional hours immediately before or immediately after the rostered ordinary hours or, may be required to work additional shifts. All weekend hours worked by a Linesperson or Authorised Person are additional hours.
 - (b) A Linesperson or Authorised Person may be called out to work to rectify a fault in which case the employee shall be paid the applicable call out rate for overtime under this Agreement.
 - (c) Additional Hours Overtime worked by a Linesperson or Authorised Person from midnight Friday to midnight Sunday, shall be paid at the rate of double the hourly Total Wage Rate.
 - (d) Additional Hours Overtime worked by a Linesperson or Authorised Person from midnight Sunday to midnight Friday shall be paid at the rate of Time and a Half on the hourly Total Wage Rate.

3.11.9. Shift Breaks

- (a) A Linesperson or Authorised Person shall be permitted to take a paid meal break at an appropriate time to suit the operational requirements of the service during any shift which exceeds five and one half hours. Meal breaks will have a nominal length of 30 minutes.

3.12. Special Provisions: Perway Patrollers and Reserve Maintainers

- 3.12.1. The ordinary hours of employment for full time Perway Patrollers and Reserve Maintainers shall be an average of 38 ordinary hours per week averaged across a fortnight from the beginning of the roster cycle.
- 3.12.2. Ordinary hours are worked by Perway Patrollers and Reserve Maintainers in day, afternoon or night shifts, Monday to Friday, and are paid at Shift Work rates for five day Shift Work as provided by sub clause 5.1.2 of this Agreement, read with these special provisions which will prevail to the extent of any inconsistency. Any proposal by the Employer to change these arrangements will comply with sub clause 7.1 of this Agreement.
- 3.12.3. Rostered time off on a weekday shall be deemed not to break the run of consecutive afternoon or night shifts for the purposes of sub clause 3.12.2, and ordinary time worked by Perway Patrollers and Reserve Maintainers in afternoon or night shifts that week shall be paid at the applicable Shift Work rates.
- 3.12.4. All ordinary time worked by Perway Patrollers and Reserve Maintainers on afternoon and night Shift Work shall be paid at the rate of Time and a Quarter calculated on the hourly Ordinary Wage Rates.
- 3.12.5. If Perway Patrollers or Reserve Maintainers continuously work a roster which regularly rosters them to work night shifts then after 12 months they shall accrue five weeks annual leave per annum and shall become entitled to receive 1.9% annualised leave loading.

4. WAGES

4.1. Wage Rates

- 4.1.1. The Base Wage Rates (rounded to one decimal point) applying to positions covered by this Agreement are shown in 12 Schedule A- Wages Tables, 16 Schedule E – Wages Table (Authorised Person) and Schedule D – Linesperson Classifications of this Agreement.
- 4.1.2. Trainees: The wage rate applicable to Trainees shall be 85% of the Base Wage Rate applicable to the base classification of the calling for which the employee is being trained. This rate will apply to a Trainee for the duration of the training period. Where a Trainee is required to work such hours and/or shifts that ordinarily would attract penalty payments, the Trainee shall be paid the penalty rates calculated on the Trainee rate in this sub clause.

- 4.1.3. Wage increases in this Agreement as shown in 12 Schedule A – Wages Tables and Schedule D – Linesperson Classifications.
- (a) An employee who is employed by the Employer on the date of registration of this Agreement will receive a payment equivalent to the \$60 per week additional wages that would have been paid had the Base Wage Rates set out in 12 Schedule A – Wages Tables been paid on and from 19 May 2022.
- 4.1.4. In this agreement the Ordinary Wage Rates comprise the Base Wage Rates referred to in 12 Schedule A –Wages Tables plus the following allowances:
- (a) Experience allowance, paid in accordance with sub clause 5.2;
 - (b) Annualised leave loading, calculated in accordance with sub clause 6.6.10(a) by multiplying the Base Wage Rate (with any relevant experience allowance) by 1.013 or 1.019 as the case may be; and
 - (c) Enterprise Flexibility Allowance, paid in accordance with sub clause 5.3.
- 4.1.5. Aggregation Of Wages
- (a) Shift penalties and other allowances may be aggregated. The aggregate component is added to the Base Wage Rate and other relevant allowances to establish an Aggregated Wage Rate. On registration of this Agreement, Aggregated Wage Rates are in place for all Linesperson Classifications.
 - (b) Where an Aggregated Wage Rate is established, disaggregation may occur where there is agreement between the parties to do so.
 - (c) Aggregated shift and weekend penalties are the total allowances and penalties for a Shift Work roster, averaged across all employees working over a full roster cycle, with annual leave discounted to enable Aggregated Wage Rates to be paid to employees on annual leave.
 - (d) The methodology relating to the Aggregated Wage Rate calculations is described in Schedule D - Linesperson Classifications of this Agreement.
 - (e) Where shift penalties and other allowances are not aggregated, penalties and allowances for ordinary shifts will be calculated and paid for individual employees based on the shifts actually worked by those employees.

4.1.6. Changes to Aggregated Wage Rates

- (a) Where, while this Agreement is in force, a permanent change is made to the Shift Work roster for an occupational group which receives an aggregated rate of pay, a new Aggregated Wage Rate will be determined in consultation with the Union using the methodology described in Schedule D - Linesperson Classifications. Any adjustments to Aggregated Wage Rates shall be documented by the Employer by way of an Industrial Circular, a copy of which will be supplied to the Union. The amended Aggregated Wage Rate shall apply from the first pay period on or after the date of the permanent roster change. Two weeks' notice is required of any reduction in Aggregated Wage Rates.

4.1.7. Total Wage Rates

- (a) Subject to this sub clause, the Total Wage Rate for employees is the Ordinary Wage Rate.
- (b) For Shift Work employees on aggregated rates, the Total Wage Rate is the Aggregated Wage Rate.

4.1.8. Casual Wage Rates

- (a) The ordinary hourly rate for a Casual Employee does not include annualised leave loading, penalties or other allowances, but does include a loading in accordance with and 2.5.3.

4.2. Payment Of Wages

4.2.1. Wages shall be paid fortnightly. On pay week, payment of wages is to be made no later than the Friday.

4.2.2. All wages shall be paid into accounts nominated by the employee with a bank, building society or credit union.

4.2.3. Wage shortfalls: Where the Employer is informed by an employee that the employee has not been paid the full amount of remuneration due to the employee in a fortnightly pay the Employer shall quickly investigate the matter. Where an underpayment is confirmed and determined to be the fault of the Employer, the Employer shall pay the shortfall to the employee in the next fortnightly pay.

4.2.4. Where an employee can demonstrate that the employee has incurred a financial penalty due to the non-remittance of remuneration by the day provided for in sub clause 4.2.1 to the nominated financial institution, as provided for in sub clause 4.2.2, the employee may recoup the penalty from the Employer unless the late remittance was:

- (a) Due to actions (or inactions) of the employee such as the late or non-submission of banking information or of applicable timekeeping or other information evidencing the employee's entitlement to the remuneration; or
 - (b) Due to no fault of or events outside the control of the Employer, such as bank funds transfer errors.
- 4.2.5. For the purpose of this sub clause, the Employer will not be responsible for any penalty incurred by an employee for non-remittance of funds into a Trust Account operated by the administrator, where the employee has entered into remuneration packaging arrangement.
- 4.2.6. Recovery of Overpayments
 - (a) The Employer has an obligation under the *Financial Management Act 2006* to account for public monies. This requires the Employer to recover overpayments made to an employee.
 - (b) Any overpayment identified and proven to an employee will be repaid to the Employer within a reasonable period of time.
 - (c) Where an overpayment is identified and proven, the Employer will provide the employee with the written details of the overpayment and notify the employee of their intent to recover the overpayment.
 - (d) Where the employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the Employer and employee.
 - (e) Any negotiated agreement between the Employer and the employee will be evidenced in writing stating the amount to be deducted and the time period for the deductions to occur with a signed copy provided to both Employer and employee for their records.
 - (f) If an amount of repayment cannot be agreed to between the Employer and employee as per sub clause 4.2.6(e), the Employer may not deduct or require an employee to repay an amount exceeding 10% of the employee's net pay in any one pay period without the employee's agreement. This will be confirmed in writing with the employee.
 - (g) If the employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with clause 8.1. No deductions relating to the overpayment shall be made from the Employee's pay while the matter is being dealt with in accordance with clause 8.1.
 - (h) Nothing in this provision shall be taken as precluding the Employer's legal right to pursue recovery of overpayments.

- (i) Where the Employer alters the pay cycle or pay day, any consequential variations to an employee's fortnightly wages and/or payments to compensate shall not be considered an overpayment for the purposes of this clause.

4.3. Remuneration Packaging

- 4.3.1. An employee may, by agreement with the Employer, enter into a remuneration packaging arrangement in accordance with the Employer's Salary Packaging Guidelines and Agreement or any similar remuneration packaging arrangement offered by the Employer.
- 4.3.2. Remuneration packaging is an arrangement whereby the entitlements under this agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.
- 4.3.3. For the purposes of this sub clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee Contributions.
- 4.3.4. The TEC for the purpose of remuneration packaging, is calculated by adding:
 - (a) The base salary;
 - (b) other cash allowances; e.g. annual leave loading
 - (c) non cash benefits; e.g. Superannuation, motor vehicle etc.
 - (d) any Fringe Benefit tax liabilities currently paid; and
 - (e) any variable components, where commuted or annualised.
- 4.3.5. Where an employee enters into a remuneration packaging arrangement the employee will be required to enter into a separate written agreement with the Employer that sets out the terms and conditions of the arrangement, including an irrevocable signed agreement to allow the Employer to deduct from the employee's wages any outstanding liabilities to be paid.
- 4.3.6. Notwithstanding any remuneration packaging arrangement, the wage rates specified in 12 Schedule A –Wages Tables and Schedule D – Linesperson Classifications are the basis for calculating related entitlements specified in this Agreement.
- 4.3.7. The remuneration packaging arrangement must be cost neutral in relation to the total cost to the Employer.
- 4.3.8. 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.

- 4.3.9. In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of Employer benefits under the remuneration packaging arrangement, such tax, penalties and any other costs shall be borne by the employee.
- 4.3.10. In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this sub clause, the employee may vary or cancel a remuneration packaging arrangement.
- 4.3.11. The cancellation of a remuneration packaging arrangement will not cancel or otherwise affect the operation of this Agreement.
- 4.3.12. The Employer shall not unreasonably withhold agreement to remuneration packaging on request from an employee.
- 4.3.13. The Dispute Resolution Procedure contained in this Agreement shall be used to resolve any dispute arising from the operations of this sub clause.

4.4. Deferred Wages Arrangement

- 4.4.1. With the written agreement of the Employer, an employee may elect to receive, over a four-year period, 80% of the wage the employee would otherwise be entitled to receive in accordance with the relevant Agreement.
- 4.4.2. The Employer will assess each application for deferred salary on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- 4.4.3. On completion of the fourth year, an employee will be entitled to 12 months leave and will receive an amount equal to 80% of the wage they were otherwise entitled to in the fourth year of deferment.
- 4.4.4. Where an employee completes four years of deferred wage service and is not required to attend duty in the following year, the period of non-attendance shall not constitute a break in service and shall count as service on a pro-rata basis for all purposes.
- 4.4.5. An employee may withdraw from this arrangement prior to completing a four year period by written notice. An employee will receive a lump sum payment of wages forgone to that time but will not be entitled to equivalent absence from duty.
- 4.4.6. The Employer will ensure that superannuation arrangements and taxation effects are fully explained to the employee by the relevant authority. The Employer will put any necessary arrangements into place.

4.5. Classification Structure: Employees other than Linespersons and Authorised Persons

4.5.1. The classifications of employees covered by this Agreement are based on the following criteria:

- (a) Job requirements defined by the role, responsibilities, indicative tasks and qualifications;
- (b) AQF training and Competency Levels which are essential to perform the position, and
- (c) Relativities with Metal Trades Award classifications.

4.5.2. The Wages Tables at 12 Schedule A –Wages Tables lists the classifications covered by sub clause 4.5.

4.5.3. The Award refers to Classification Descriptions and Levels which are summarised in the following table

Level	Relativity	Positions as Currently Classified
Level 10	135%	
Level 9	130%	
Level 8	125%	
Level 7	115%	Perway Patroller
Level 6	110%	Advanced Maintainer Systems; Perway Patroller
Level 5	105%	Senior Maintainer, Systems; Senior Maintainer, Civil
Level 4	100%	Maintainer, Systems; Maintainer, Civil; Perway Patroller;
Level 3A	96.9%	Maintainer, Signals
Level 3	93.6%	Maintainer, Systems; Maintainer, Civil; Network/Track Maintainer
Level 2	89.01%	Maintainer, Systems; Maintainer, Civil; Comms Maintainer Trainee
Level 1 (non-trade entry)	84.2%	Maintainer (Systems)*;Maintainer (Civil)**

- (a) *Maintainer (Systems) includes Signalling and/or Communications unless otherwise specified.
 - (b) **Maintainer (Civil) includes Reserve, Track and/or Landscape unless otherwise specified, and may include Perway if specified.
- 4.5.4. If a new position is created a relevant Award Classification Definition may provide guidance as to the classification of that position. The creation of a new Classification Definition will require consultation between the Employer and the Union.
- 4.5.5. Competency Based Classifications
- (a) Units of Competency: Units of Competency for any particular position will reflect the skills and knowledge required in order to perform the job.
 - (b) Classification Determination: AQF levels have been used in the past in the Award to assist in determining classification levels under this Agreement and refer to the skills and competencies required of employees to perform the core functions of the job.
 - (c) Employee obligations: employees shall be required to maintain currency in their qualifications and competencies they possess. Currency may be maintained by regular performance of tasks requiring the specified skills. Employees who fail to maintain currency of their qualifications or who choose not to carry out duties within their level may be reduced to a lower level. Employees undergoing training for advancement or promotion to a higher level will not be eligible for payment of higher duties allowance when carrying out work at the higher level in connection with their training.
 - (d) As a consequence of the Competency based classification structure, employees will be expected to undertake a wider range of tasks provided that such duties are within the limits of the employee's competence and training including work which is incidental and peripheral to the employee's main tasks and without reference to traditional demarcations.
- 4.5.6. Criteria Progression
- (a) Employees will have the opportunity to move progressively from Level 1 to 4 through acquisition of stipulated competencies gained by on the job and off the job training and assessments. Progression beyond REA L4 is subject to a vacancy arising or through reclassification.
 - (b) An integral part of this structure is that whilst there is the opportunity to automatically progress to a higher level, it will be expected that employees will still continue to undertake lower level tasks that are associated with that area of operation.

- (c) For criteria progression, appointment to the higher level is subject to the employee satisfactorily completing all of the required training and achieving the competencies essential at the higher level.
- (d) Regression to a lower classification level may occur if an employee is not qualified or competent to perform work, for reasons which may include inability to meet licensing or certification requirements, failure to demonstrate required competencies or physical incapacity. Should an employee be unable to perform tasks at that lower level, the Employer may review the employee's contract of employment.

4.6. Relationship Between Job Description Forms and Classification Definitions

- 4.6.1. The role, responsibilities, duties and qualifications required in a position shall be defined by the Job Description Form (JDF) for the position, which will prevail over the Classification Definitions to the extent of any inconsistency in relation to the position's role, responsibilities, duties and qualifications.
- 4.6.2. The title of a position nominated in its JDF may vary slightly from the job titles used in the Award or this Agreement for purposes such as marketing and advertising, but shall refer to the relevant job title listed in the Award or this Agreement.

4.7. Reclassification And Review

- 4.7.1. An existing position classified under the Award or this Agreement may be reclassified to a different level if there is a significant change in the work value after considering the role, skills and knowledge required in the position as would warrant a change in classification level. Any application for reclassification will be determined consistent with the State Wage Fixing Principles and having regard to the Classification Definitions.
- 4.7.2. To be eligible to be reclassified into a position, an employee must be the substantive occupant of the position and satisfy training and assessment requirements for the reclassified position.
- 4.7.3. Upward Reclassification – temporary allowance. If positions are reclassified upwards, the substantive incumbents of those positions shall be reclassified with the position if, for at least 12 months prior to the date the position was reclassified, they have performed the higher level duties of the reclassified position, and RTO assessments verify that the employees have already acquired the higher level skills and competencies the Employer stipulates as necessary for the reclassified job. If an employee is not competent to perform the reclassified position, or is not eligible for reclassification, then the reclassified position will be declared vacant and filled by advertising and selection on merit. The substantive occupant need not be assigned acting opportunities in the position.

- 4.7.4. Downward Reclassification – wage maintenance. If Competency profiles and tasks indicate the position should be classified at a lower level, the substantive incumbents shall continue to be paid the wage rate for their original level for the purpose of income maintenance, consistent with the arrangements applied to redeployees. This will continue until such time as the employee can be transferred into an alternative position equivalent in classification level. Income maintenance allowance will be adjusted in line with movements to the Agreement rates.

5. ALLOWANCES AND FACILITIES

5.1. Shift Work Configurations and Allowances

5.1.1. Seven Day Shift Work (24/7)

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

- (a) **Afternoon shift:** an afternoon shift, which commences before 1800 hours and the ordinary time of which concludes at or after 1830 hours will be paid an allowance of \$3.58 per hour on all time not paid at overtime rates.
- (b) **Night shift:** a night shift, which commences at or between 1800 hours and 0359 hours, will be paid an allowance of \$4.26 per hour on all time not paid at overtime rates.
- (c) **Early morning shift:** an early morning shift, which commences at or between 0400 hours and 0530 hours, will be paid an allowance of \$3.58 an hour for all time not paid at overtime rates.
- (d) **Early/Late shift:** in addition to the hourly Shift Work allowance an employee will be paid an allowance of \$4.26 for any shift where the ordinary time commences or finishes at or between 0101 hours and 0359 hours.
- (e) The allowances in sub clauses 5.1.1(a) to 5.1.1(d) shall not apply to employees continuously on night shifts which start and finish between 1800 and 0600 hours. Instead, these employees will be paid a Shift Work allowance on ordinary time worked between 1800 and 0600 at the rate of \$8.08 per hour.
- (f) Employees paid under this sub clause and working an average 40 hour week on continuous night shift or continuous Shift Work across a 24 hour/7 day roster are entitled to five weeks of annual leave with 1.9% annualised leave loading.

- (g) Provided that shift penalties specified above do not apply to ordinary Shift Work hours on Saturday and Sunday, midnight to midnight, which is paid as follows: ordinary hours on Saturday are paid with a 50% loading and ordinary hours on Sunday are paid with a 100% loading, calculated on Ordinary Wage Rates.
- (h) In calculating the allowance under this sub clause, broken parts of an hour less than 30 minutes on any shift shall be disregarded and 30 minutes to 59 minutes paid as one hour.

5.1.2. Five Day Shift Work (Monday to Friday)

- (a) The Employer may, if the Employer so desires, work any part of the establishment on Shift Work as part of the 38 or 40 ordinary hours per week, Monday to Friday. The Employer shall consult affected employees beforehand and notify the Union of the intention to introduce Shift Work. The Employer shall post the new Shift Work roster at least 14 days in advance of the start date and thereafter post the roster with 48 hours' notice.
- (b) An employee shall be rostered to work no less than five consecutive afternoon or night shifts, for the roster to constitute Shift Work for the purposes of this sub clause.
- (c) An employee who is not rostered to work five consecutive afternoon or night shifts, is not considered to be working shifts pursuant to this sub clause. In which case, all time worked outside the ordinary spread of hours between 0600 to 1800 Monday to Friday, shall be paid at overtime rates of Time and a Half for the first two hours, and Double Time thereafter, with each day to stand alone. Providing that the five consecutive night shifts per roster cycle may be varied by agreement between the parties, in accordance with Fatigue Management Principles.
- (d) Day shift: means an ordinary working shift commencing after 0600 hours and ending at or before 1800 hours, Mondays to Fridays.
- (e) Afternoon shift: means a shift which commences before 1800 hours and the ordinary time of which concludes at or after 1830 hours.
- (f) Night shift: means a shift where ordinary time commences at or between 1800 hours and 0359 hours.
- (g) All time worked on shifts except the day shift shall be paid at the rate of Time and a Quarter the hourly Ordinary Wage Rate, for the first eight hours of the shift, and at the rate of Time and a Half thereafter.

- (h) Unless prescribed otherwise elsewhere in this Agreement, when working additional hours outside rostered ordinary hours after (weekday) afternoon or night shifts, overtime rates are calculated on the ordinary hourly Shift Work rate inclusive of the 25% loading for afternoon or night shift, provided that in no circumstances shall the maximum payment exceed Double Time.
- (i) Any time worked on Saturday and Sunday is considered additional hours for the purposes of this sub clause and is paid at weekend overtime rates of double the hourly Ordinary Wage Rate from midnight Friday to midnight Sunday.
- (j) Employees working Monday to Friday on day or afternoon shifts are entitled to four weeks annual leave with 1.3% annualised leave loading.

5.2. Experience Allowance

- 5.2.1. Employees classified at levels 4 to 7 inclusive shall be paid the following allowance as part of the Ordinary Wage Rate for all purposes:

	Amount applied to the 38 hour weekly Base Wage Rate	Amount applied to the 40 hour weekly Base Wage Rate
After 12 months' service with the Employer	\$7.40	\$7.80
After 24 months' service with the Employer	\$15.50	\$16.30

- 5.2.2. To determine the equivalent Experience Allowance applied to the 40 hour Base Wage Rate, the Experience Allowance applied to the 38 hour weekly Base Wage Rate is divided by 38 to determine the hourly rate, multiplied by 40 and rounded to one decimal point.
- 5.2.3. Experience Allowance has already been added to and shown with the Ordinary Wage Rates in 12 Schedule A – Wages Tables and Schedule D – Linesperson Classifications.

5.3. Enterprise Flexibility Allowance

- 5.3.1. The Enterprise Flexibility Allowance (EFA) was granted for operational flexibility concessions identified in previous agreements and is calculated as 3% of the sum of the Base Wage Rate plus any experience allowance and annualised leave loading.

5.4. On Call Allowance

5.4.1. Definitions

- (a) On call – shall mean a written instruction or other authorised direction by the Employer or a duly authorised officer to an employee rostered to remain at the employee’s residence or to otherwise be immediately contactable by telephone or other means, outside the employee’s normal hours of duty in case of a call out requiring an immediate return to duty.
- (b) Availability – shall mean a written instruction or other authorised direction by the Employer or a duly authorised officer to remain contactable, but not necessarily immediately contactable by telephone or other means, outside the employee’s ordinary hours of duty and be available and in a fit state at all such times for recall to duty.
- (c) Availability will not include situations in which employees carry telephones or make their telephone numbers or other contact details available only in the event that they may be needed for casual contact or recall to work.

5.4.2. Except where provided in sub clause 5.4.9, employees directed by a duly authorised officer to be on call outside the ordinary hours of duty will be paid an allowance of \$6.15 per hour for all time on call. This allowance will not be paid during the time the employee is paid following recall to duty, when the applicable overtime or additional hour’s rates of pay will apply.

5.4.3. On call allowance referred to in sub clause 5.4.2 shall be adjusted in line with adjustments made in Schedule H – Overtime of the Public Service Award 1992 as amended from time to time and advised by Public Transport Authority Industrial Circular.

5.4.4. Employees who are required to maintain a telephone or incur other costs as a direct result of being on call or available, shall be entitled to reimbursement of reasonable expenses on the production of receipts.

5.4.5. To be eligible for payment of on call allowances and any associated reimbursement, the employee must be contactable and available for return to duty. An employee who is not contactable or who fails to respond will not be paid the allowance for the period the employee was required to be on call.

5.4.6. After Hours Contact

- (a) On call allowances are not paid during periods when overtime is paid following after hours contact and subsequent return to duty. Overtime rates are paid for all hours from the time that the employee is recalled to duty and include any time travelling to and from the work location or site required.

5.4.7. Recall to Duty

- (a) On call allowance shall not be paid for the time when the employee is travelling to and from work or for the time after commencing work where this is paid at the applicable overtime rate.
- (b) Unless specified otherwise under this Agreement:
 - (i) the minimum call out payment is for three hours work, with payment at Time and a Half for the first two hours, and then Double Time thereafter calculated on the hourly Ordinary Wage Rates.
 - (ii) the minimum call out payment is four hours on weekends, with payment at Time and a Half for the first two hours and then Double Time thereafter calculated on the hourly Ordinary Wage Rates.
 - (iii) the minimum call out payment for public holidays is four hours paid at the rate of Double Time and a Half, within provisions for payment on Public Holidays under this Agreement.

5.4.8. Availability

- (a) Employees not rostered on call may be directed to make themselves reasonably available for overtime work and attend after hours call outs if required. The availability allowance payable in such cases is two hours pay per week at the hourly Ordinary Wage Rates under this Agreement.
- (b) Nothing in this sub clause shall be interpreted as providing an entitlement to 1.9% annualised leave loading or an extra week of annual leave.

5.4.9. Aggregation and Commuted Allowances

- (a) Where employees are rostered to be on call or for availability, the above allowances may be commuted or aggregated by agreement where there is authorisation to do so from the Head of Division, providing commuted or aggregated rates are based on component rates under this Agreement and provided further that there is agreement on the method of calculation of that allowance between the Employer and the Union. Where this sub clause applies it negates the provisions of sub clause 5.4.2.

5.4.10. The provisions of sub clause 5.4.9 apply to Linespersons as outlined in Schedule D - Linesperson Classifications.

5.5. Travelling Time

5.5.1. Work Location

- (a) Employees are required to work as rostered to and from any location, and this may include travelling as a passenger or driving himself or herself in a motor vehicle at any time during a shift.
- (b) An employee shall be required to work at any designated location. The Employer reserves the right to change the home base, station line or depot of an employee.

- (c) Travelling from home to work and return shall be in the employee's own time and at the employee's own expense unless expressly provided otherwise under this Agreement.

5.5.2. Travelling Time

5.5.3. Travelling time shall not be construed as overtime worked and is not payable at overtime rates. An employee shall be paid at the Total Wage Rate for travelling time.

5.5.4. Temporary Changes to Location (Suburban Travelling)

- (a) Where an employee is temporarily required to start/finish work at a location other than the employee's usual workplace or home depot, and the distance is further than ordinarily required from usual residence to work, the following provisions may apply to an employee stationed in the suburban area who is required to start work at some place other than the employee's home base, station line or depot within the suburban area shall:
 - (i) if the time taken in travelling from the employee's usual place of residence to the temporary work place and return exceeds the time normally taken in travelling from the usual place of residence to the home station or depot and return, be paid for such excess travelling time at Total Wage Rates, calculated on the basis of the mode of transport used on the day concerned.
 - (ii) if the fares actually and reasonably incurred in such travelling exceed the fares normally paid by the employee in travelling from the usual place of residence and return, the employee will be reimburse the amount by which such fares exceed those usually paid for travelling to and from the home station or depot; provided that if suburban rail travel is used to travel to the temporary workplace, free rail travel shall be allowed.
 - (iii) subject to the prior approval of the Head of Division, where an employee uses the employee's own means of transport and the distance the employee is required to travel from the usual place of residence to the station or depot where the employee is temporarily working is greater than the distance the employee is required to travel from the usual place of residence to the station or depot where the employee is usually stationed will be paid the rate per kilometre as prescribed by the Public Service Award 1992 Schedule F and G for any additional distance travelled. The rates payable in this sub clause shall be adjusted in accordance with adjustments to Public Service Award 1992 Schedule F and G.

- (iv) if an employee of the Network and Infrastructure Division is required to attend the depot and is transported to and from the work site by departmental vehicle, travel both ways between the depot and the work site shall be in the Employer's time.
- (b) Providing nothing in this provision prevents the Employer from permanently transferring an employee to another location or relocating a workplace or home depot, in which case temporary travelling time provisions do not apply. The provisions of this sub clause apply only to temporary changes in the usual travel requirements.
- (c) The provisions of this provision do not apply to an employee whose regular roster includes shifts that start or finish at stations or lines other than the usual home base, depot, station or location. Provided that if such an employee is not working in their usual job, the only applicable payment for which the employee is eligible for travelling would be any applicable payment due under this sub clause.

5.6. Away From Home and Meal Allowance

- 5.6.1. This sub clause shall apply to any employee required by the Employer to carry out work at a location and remain away from home overnight, as the location does not reasonably allow the employee to return home on any such day.
- 5.6.2. Where the Employer has accommodation of a reasonable standard available at the location or within reasonable proximity to it, the Employer may require the employee to use such accommodation.
- 5.6.3. Where 5.6.2 above applies, the employee shall be paid an allowance of \$53.60 per day, except when the accommodation available includes dining facilities and meals provided by an on site cook in which case the an allowance of \$40.70 per day shall be paid. The rates payable in this sub clause shall be adjusted in accordance with sub clause 5.7 - Adjustments to Allowances based on movement from the most recent March quarter index value of the ABS Consumer Price Index - 6401.0 Food and non-alcoholic beverages (Perth) and the March index value 12 months preceding.
- 5.6.4. Where accommodation is not provided by the Employer, the employee shall be entitled to an allowance as provided in sub clause 5.6.5 to cover accommodation, meals and incidental expenses unless otherwise reimbursed or subject to other provisions agreed between the parties for claiming such expenses. The rates in sub clause 5.6.5 shall be adjusted in accordance with variations to Schedule I - Travelling, Transfer and Relieving Allowances in the Public Service Award 1992 and as notified by Department of Mines, Industry Regulation and Safety, Government Sector Labour Relations Circular.

5.6.5. For hotel or motel occupied:

Overnight Stay at:	Employees Up to 42 days	Employees with dependents After 42 days	Employees without dependents After 42 days
Hotel/Motel Perth Suburban Area	\$305.45	\$152.70	\$101.80
Hotel/Motel WA South of 26° Latitude	\$208.55	\$104.30	\$69.50
Other than hotel/motel	\$93.65		

- 5.6.6. An employee in receipt of the reduced rate of allowance provided for above and required to be absent from the accommodation overnight and involving staying at a hotel/motel, shall be paid at the higher rate of allowance in that sub clause for the period away from that accommodation to which the reduced rate is being applied.
- 5.6.7. An employee claiming the allowance provided for in the above sub clause shall provide the Employer with details of the accommodation occupied and certification of the occupancy.
- 5.6.8. When an employee is required by the Employer to attend a training course, seminar or other such meetings, which involve an overnight stay away from the employee's home, or lodging, the employee, at the discretion of the Employer, may be provided with accommodation and meals and if so provided shall be paid incidental allowance of \$15.30 per day. The rates payable in this sub clause shall be adjusted in accordance with sub clause 5.7 - Adjustments to Allowances based on movement from the most recent March quarter index value of the ABS Consumer Price Index - 6401.0 All Groups CPI (Perth) and the March index value 12 months preceding.
- 5.6.9. Any employee other than an employee absent from the employee's home station on duty not being, an employee temporarily lodging away from the employee's home station, shall be entitled to \$13.00 for the second and succeeding meal.
- 5.6.10. If such an employee in fact incurs expense additional to that which the employee would have incurred at the home station in procuring the employee's first meal and submits proof satisfactory to the Employer of such additional expense, the employee shall be reimbursed the actual additional expense incurred up to a maximum of \$13.00.

- 5.6.11. Where an employee, who is entitled to payment under the foregoing provisions of this sub clause, without being notified on the previous day, is required to continue working after the employee's usual finishing time or rostered finishing time the employee shall be provided with any meal required or be paid \$13.00 in lieu thereof, if the employee is required to so work for more than 1.75 hours or until after 1800 hours.
- 5.6.12. The rates payable in sub clauses 5.6.9 to 5.6.11 shall be adjusted based on movement from the most recent March quarter index value of the ABS Consumer Price Index - 6401.0 Food and non-alcoholic beverages (Perth) and the March index value 12 months preceding.
- 5.6.13. No away from home, meals, incidentals or travelling allowances shall be granted to any employee stationed in the suburban area in respect of any absence from the employee's home station within the suburban area. Unless in special circumstances upon the approval of the Chief Executive Officer.
- 5.6.14. Away from home and meal allowances will not be paid:
- (a) during any period of absence from duty unless such absence is due to illness or injury of the employee, and does not exceed one week; or
 - (b) during any period of annual or long service leave.

5.7. Adjustments To Allowances

- 5.7.1. Allowances contained within relevant provisions of this Agreement and as summarised in 1 Schedule C – Allowances, are effective from the date of registration of the Agreement and shall be reviewed and adjusted in line with the methodology described in each sub clause and updated administratively during the life of the Agreement by an Industrial Circular issued by the Employer.

6. LEAVE

6.1. Public Holidays

- 6.1.1. The following days shall be observed as public holidays: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Western Australia Day, Queen's Birthday, Christmas Day, Boxing Day, and any other day proclaimed as a general public holiday.
- 6.1.2. When any of the above mentioned days fall on a Saturday or Sunday, excluding Easter Sunday, the holiday shall be observed on the next succeeding Monday.
- Easter Sunday shall be observed as a holiday only on the proclaimed Sunday.
- When Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.
- 6.1.3. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

- 6.1.4. Any hours worked on a public holiday from midnight to midnight, shall be paid at Double Time and a Half unless the Rostered Shift commenced before midnight and finished prior to 0300 hours, in which case time after midnight shall not be counted as time worked on a public holiday.
- 6.1.5. Employees may elect to accrue a portion of the time worked on a public holiday and take this as time off in lieu of payment prescribed in sub clause 6.1.4, where this arrangement is requested and agreed by the Employer before working that public holiday. Where this arrangement applies, payment for hours worked on the public holiday will exclude payment for time nominated for accrual.
- 6.1.6. An employee who would have been rostered but is not required to work an ordinary shift because that shift falls on a public holiday, will be paid at the Total Wage Rate for the time the employee would have worked on that day had it not been a holiday.
- 6.1.7. If a public holiday falls on a day on which an employee is not rostered for work, the employee will be paid an additional 7.6 or 8 hours pay at the employee's Total Wage Rate.
- 6.1.8. All time worked in excess of or outside of the usual working hours in any one day on a public holiday shall be paid at the rate of Double Time and a Half and it shall be the maximum penalty payable.
- 6.1.9. When a public holiday falls within a period of approved paid leave, except long service leave and parental leave, such day shall be paid as a public holiday consistent with the above provisions of this sub clause. All holidays to be computed at 7.6 or 8 hours per day, (for a 38 or 40 hour week, respectively) at the Total Wage Rate.
- 6.1.10. An employee who finishes a shift no later than 0400 hours on any holiday and is not again booked for duty for that day shall be treated as having had a paid holiday pursuant to sub clause 6.1.6.
- 6.1.11. When an employee is off duty owing to leave without pay, illness or injury, including accidents on or off duty, except time for which the employee is entitled to claim personal leave, any holiday falling during such absence shall not be treated as a paid holiday.
- 6.1.12. Where the employee, however, is on or is available for duty on the working day immediately preceding a paid holiday or resumes or is available for duty on the working day immediately following a holiday, the employee shall be entitled to a paid holiday on such holiday.
- 6.1.13. In accordance with the long service leave conditions for State Government wages employees any holiday occurring during the period in which an employee is on long service leave shall be calculated as portion of the long service leave and extra days in lieu shall not be granted.

- 6.1.14. A Part Time Employee is entitled to the provisions of this clause provided that such holidays occur on a day which the employee is ordinarily contracted to work.

6.2. Personal Leave

- 6.2.1. There is no entitlement to authorised personal leave other than in accordance with this clause.

- 6.2.2. Personal leave, in relation to an employee, means leave taken by the employee

- (a) because of personal circumstances affecting the employee; or
- (b) to provide care or support to a member of the employee's family or household because of personal circumstances affecting the member.

- 6.2.3. Personal circumstances means –

- (a) personal illness or injury affecting –
- (b) the employee; or
- (c) a member of the employee's family or household;
- (d) an unexpected emergency affecting a member of the employee's family or household.

- 6.2.4. "Member of the employee's family or household" means any of the following persons:

- (a) the employee's spouse or de facto partner;
- (b) a child, step child or grandchild of the employee (including an adult child, step child or grandchild);
- (c) a sibling of the employee;
- (d) 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.

- 6.2.5. Personal leave is not to be used for circumstances normally met by other forms of leave.

Entitlement

- 6.2.6. For each completed year of service, an employee shall be entitled to personal leave to the amount of:

- (a) 76 hours for employees working a 38 hour week; or
- (b) 80 hours for employees working a 40 hour week; or
- (c) 100 hours for signal maintainers.

- 6.2.7. Personal leave shall be paid for at the employee's classified rate of pay (including any applicable shift penalties or established aggregation).
- (a) Paid personal leave will be debited for the actual number of rostered hours lost due to personal circumstances that the employee would have otherwise worked had they not been absent.
- 6.2.8. Provided that if the employee was engaged on duties carrying a higher rate and was entitled to payment at that higher rate for the whole of the day or shift immediately prior to the employee ceasing duty the employee shall be paid for personal leave at that higher rate for the period the employee would have continued to work in the higher position had the employee not ceased duty because of personal circumstances.
- 6.2.9. Personal leave entitlements due under this sub clause will accrue pro rata on a weekly basis. In sub clause 6.2.6, "year" does not include any period of unpaid 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 and may be availed of in the next or succeeding years.
- 6.2.12. Leave of absence due to personal circumstances is not authorised personal leave unless taken as entitlement under the terms and provisions of sub clause 6.2. Unauthorised absence shall be unpaid time. Unauthorised absence shall be discussed between an Employer and employee and where no reasonable explanation is provided to the Employer, the absence may be construed as misconduct warranting institution of disciplinary procedures, which may include termination of contract for serious or chronic instances.
- 6.2.13. The employee is not entitled to be paid for any period of absence from work resulting from Personal Circumstances involving personal illness or injury affecting the employee if the circumstances are attributable to either of the following in the course of the employee's employment –
- (a) The employee's serious and wilful misconduct; or
- (b) The employee's gross and wilful neglect.
- 6.2.14. Continuity of service and the accrual of leave will not be affected by an Employee taking paid personal leave.

Duty to Notify

- 6.2.15. An employee unable to attend work as required due to personal circumstances must notify the Employer at least three hours before the required start time, or as soon as possible and in sufficient time as is reasonable to allow alternative relief arrangements to be made. 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 and the absence may be considered unauthorised in accordance with sub clause 6.2.12.

Evidence

- 6.2.16. An employee who claims to be entitled to paid or unpaid personal leave must provide the Employer evidence that would satisfy a reasonable person of the entitlement for any absence due to personal circumstances:
- (a) which occurs after four (4) separate absences without evidence in any one accruing year;
 - (b) which exceed two (2) consecutive days.
- 6.2.17. The following provides guidance as to the minimum requirement under 6.2.16 to constitute evidence that would satisfy a reasonable person:
- (a) a medical certificate from a medical practitioner confirming the employee is unfit for work; or
 - (b) certificate from a pharmacist or registered health care provider; or
 - (c) other evidence of the personal circumstances acceptable to a reasonable person.
- 6.2.18. An employee who claims to be entitled to paid or unpaid personal leave under sub clause 6.2.2(b) for the provision of care or support to a member of the employee's family or household because of personal circumstances affecting the member must:
- (a) provide evidence that would satisfy a reasonable person of the Employer of the personal circumstances of the member if requested by the employer to do so; and
 - (b) provide evidence of the employee's relationship and the nature of the support required to be provided to the member acceptable to a reasonable person if requested by the Employer to do so.
- 6.2.19. The following provides guidance as to the minimum requirement under 6.2.18 to constitute evidence that would satisfy a reasonable person;
- (a) a medical certificate which refers to the illness or injury of the member of the employee's family or household;
 - (b) other certificate from a pharmacist or registered health care provider;

- (c) a carer's certificate from a hospital, health care service or registered health care provider; or
- (d) other evidence of the personal circumstances acceptable to a reasonable person.
- (e) Where an employee is ill or injured during a period of annual leave and produces at the time, or as soon as practicable thereafter, satisfactory medical evidence that the employee was confined to their place of residence or a hospital for a period of at least seven (7) consecutive calendar days, the Employer may grant, at a time convenient to the Employer, additional leave equivalent to the period of illness or injury falling within the rostered period of annual leave.

6.2.20. 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, satisfactory medical evidence that the employee was confined to their place of residence or at hospital for a period of at least fourteen (14) consecutive calendar days, the Employer may grant, at a time convenient to the Employer, additional leave equivalent to the period of illness or injury falling within the rostered period of long service leave.

Personal Leave Without Pay Whilst Ill or Injured

- 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 shall 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 date of personal leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in a continuous absence, the period in excess of three months is excised from qualifying service.
- 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 sub clause 6.2.2(b). However, other forms of leave, including unpaid carer's leave and leave without pay, may be available.

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 shall 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 Act, 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.

Unpaid Carer's Leave

- 6.2.26. Subject to the provisions of paragraph (b) of this sub clause, an employee is entitled to unpaid carer's leave of up to two (2) days for each occasion (a “permissible occasion”) on which a member of the employee's family or household requires care or support because of:
- (a) personal circumstances affecting the member; or
 - (b) the birth of a child of the member.
- 6.2.27. An employee is entitled to unpaid carer's leave for a particular permissible occasion only if the Employee cannot take paid personal leave during the period.
- 6.2.28. The definition of a member of the employee's family or household is the same as provided in sub clause 6.2.4.
- 6.2.29. The Employer may grant an employee unpaid carer's leave in excess of two (2) days.
- 6.2.30. Unpaid carer's leave may be taken on an hourly basis.

War-Caused Illness

- 6.2.31. 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.

- 6.2.32. Paid leave under this sub clause:
- (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 sickness related to the war-caused illness; and
 - (d) may be accessed despite normal personal leave credits being available.
- 6.2.33. An application for paid leave under this clause is to be supported by evidence that would satisfy a reasonable person of the entitlement.

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 clause. 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;
 - (b) is emotionally or psychologically abusive;
 - (c) is economically abusive;
 - (d) is threatening;
 - (e) is coercive;
 - (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 sub clauses, 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 sub clauses 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 sub clause 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 salary increment dates, 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 shall give their Employer notice as soon as reasonably practicable of their request to take leave under this clause.
- 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 clause. 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;
 - (b) annual leave;
 - (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 clause 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.
 - (c) An employee who is experiencing or has experienced family and domestic violence may access confidential counselling support via the Employer's EAP.
 - (d) Workplace Safety
- 6.3.26. Where an employee raises issues of family and domestic violence the Employer should establish with the employee the level of risk and seek advice from their human resource/safety specialist to review and implement specific safety and emergency management systems and plans.
- 6.3.27. With the exception of access to the Employer's EAP which is available to all employees, the provisions of this clause are only applicable to employees who are victims of family and domestic violence.

6.4. Bereavement Leave

- 6.4.1. Employees shall, on the death of:
- (a) the spouse or de-facto partner of the employee;
 - (b) a former spouse or former de-facto partner of the employee;
 - (c) a child, step-child, foster child or grandchild of the Employee (including an adult child, step-child or grandchild);
 - (d) a parent, step-parent, foster parent or grandparent of the employee;
 - (e) a parent in law or former parent in law of the employee;
 - (f) a brother, sister, step brother or step sister of the employee; or
 - (g) any other person who, immediately before that person's death, lived with the employee as a member of the employee's household;
- be eligible for up to three days' paid bereavement leave.

- 6.4.2. The Employer will not unreasonably withhold approval to grant bereavement leave to an employee in respect of some other person with whom the employee had a special relationship, on the request of the employee.
- 6.4.3. The three 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 so requested by the Employer, of the death or relationship to the deceased that would satisfy a reasonable person.
- 6.4.6. An employee requiring more than three days' bereavement leave in order to travel interstate or overseas in the event of a death of a person referred to in sub 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.
- 6.4.8. The provisions of clauses 6.4.7(a) and 6.4.7(b) apply as follows.
- (a) An employee employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
 - (b) An employee employed on a fixed term contract for a period less than 12 months shall be credited with the same entitlement on a pro rata basis for the period of employment.
 - (c) A Part Time Employee shall be entitled to the same entitlement as a full time employee for the period of employment, but on a pro rata basis according to the number of ordinary hours worked each fortnight.
 - (d) For Casual Employees, the provisions apply to the extent of their agreed working arrangements.

6.5. Employee Initiated Cash Out Of Accrued Annual Leave or Long Service Leave

- 6.5.1. The parties agree on the importance of employees taking annual leave and long service leave for the purposes of rest and recreation.
- 6.5.2. This sub clause, however, recognises that notwithstanding the importance of leave referred to in sub clause 6.5.1, some employees may have excess annual leave or long service leave. This sub clause at the initiative of the employee provides for employees to receive payment in lieu of some of their unutilised accrued annual leave and long service leave.
- 6.5.3. Subject to sub clause 6.5.4, the Employer and employee may agree that the employee forego part of the employee's entitlement to accrued annual leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made.
- 6.5.4. The following criteria shall apply to the cashing out of accrued annual leave:
- (a) the employee initiates a written request, to their Employer, to cash out accrued annual leave;
 - (b) the Employer agrees in writing to the request by the employee;
 - (c) there is an annual leave entitlement that has accrued in previous years;
 - (d) no more than 50% of the employee's total accrued annual leave entitlement can be cashed out;
 - (e) the remaining entitlements are not less than two weeks accrued annual leave, which the employee agrees to take in that year;
 - (f) each instance of cashing out of annual leave must be a separate written agreement between the Employer and employee; and
 - (g) annual leave accruing in the year the request for cashing out is made cannot be cashed out in that year.
- 6.5.5. Subject to sub clause 6.5.5, the Employer and employee may agree that the employee forego part or all of the employee's entitlement to accrued long service leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made.
- 6.5.6. The following criteria shall apply to the cashing out of accrued long service leave:
- (a) there is an existing accrued long service leave entitlement;
 - (b) the employee initiates a written request, to their Employer, to cash out any portion of accrued long service leave;
 - (c) the Employer agrees in writing to the request by the employee; and

- (d) each instance of cashing out of long service leave must be a separate written agreement between the Employer and employee.
- 6.5.7. It is the employee's responsibility to seek information on any taxation implications arising from the payout of annual leave or long service leave.
- 6.6. Annual Leave and Annualisation Of Leave Loading**
- 6.6.1. Employees, other than those required to work over the seven days of the week or the 24 hours of the day, shall, depending on their classification, be entitled to either 152 (38 hour week employees) or 160 hours (40 hour week employees) of annual leave per year after 12 months of continuous service.
- 6.6.2. Continuity of service and the accrual of leave will not be affected by an employee taking annual leave.
- 6.6.3. Additional Week of Annual Leave
 - (a) Employees working 24 hour/7 day continuous Shift Work rosters, or continuously rostered on consecutive night shifts, shall be allowed an additional week's annual leave each year on full pay in addition to the leave prescribed under sub clause 6.6.1 above (i.e. five times the average weekly ordinary hours.
 - (b) This provision of this sub clause shall also apply to any other employee whose ordinary hours of work can be extended over Saturdays, Sundays and holidays and whose hours of duty vary throughout the 24 hours of the day.
 - (c) Notwithstanding anything elsewhere contained in this Agreement, this sub clause shall not apply to any employee whose ordinary hours of work must be completed between Monday to Friday inclusive, except where expressly provided for in a term of this Agreement
- 6.6.4. Annual leave entitlements shall accrue pro rata on a weekly basis as hours, as prescribed under the *Minimum Conditions of Employment Act 1993*.
- 6.6.5. Employees shall be paid for annual leave at their classified rate of pay when such annual leave is taken: Provided that if within two weeks before such annual leave is taken the employee is acting in a higher capacity and has been so acting for a period of not less than two months the annual leave shall be paid for at the rate applicable to such higher capacity position.
- 6.6.6. No deduction shall be made from annual leave for the period any employee is off duty on paid personal leave. In the case of personal leave without pay for which a medical certificate has been provided only that period in excess of three months shall be deducted from qualifying service for annual leave.

6.6.7. Part Time Employees

- (a) Part Time Employees will be granted annual leave in the proportion that the number of ordinary hours worked bear to Full Time Employees and;
- (b) 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;
- (c) 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;
- (d) For the purposes of this sub clause 'qualifying service' means:
 - (i) the 52 weeks immediately prior to the taking of the annual leave; or
 - (ii) where the employee has been employed in a part time capacity for less than 52 weeks, the period of part time employment.

6.6.8. Clearing Leave Entitlements

- (a) Unless otherwise agreed between the Employer and the employee, annual leave is to be taken each year by the employee.
- (b) Notwithstanding, sub clause 6.6.8(a) above, annual leave may be cleared in more than one part, consistent with the following conditions:
 - (i) an employee may, with the consent of the Employer, take short-term annual leave, not exceeding five days in any leave year; and
 - (ii) with the consent of the Employer, annual leave may be deferred and accrue beyond one year's entitlement.

6.6.9. Annual Leave Roster

- (a) The Employer shall post a roster showing the planned dates for clearance of annual leave by Shift Work employees. The leave rostering arrangements shall provide for employees to share equitably the opportunity for clearance of a leave at particular seasons and periods of demand.
- (b) For purposes of constructing this roster, each employee will be required to nominate a preferred commencement date or dates for the clearance of the accrued leave. Such dates are to be within 12 months from the date at which the annual leave became due. During the Royal Show period, annual leave clearance will be minimised to meet increased service requirements.
- (c) Where an employee does not nominate dates for the clearance of leave the Employer may designate a date for clearance of the leave within 12 months of that leave falling due. Where directed, the Employer shall give 30 days notice to employees of the day on which the annual leave is to commence.

- (d) The provisions of this sub clause are subject to Section 25 of the *Minimum Conditions of Employment Act 1993* which provides that an employee may give the Employer two weeks' notice of the employee's intention to take annual leave, the entitlement to which accrued more than 12 months before that time, where the Employer and the employee have not agreed when the employee is to take their annual leave.

6.6.10. Annualised Leave Loading

- (a) For the purpose of annualising leave loading, a value of 1.3% is added to the Base Wage Rate and factored into the Ordinary Wage Rates for employees on four weeks annual leave and 1.9% is added to the Base Wage Rate and factored into the Ordinary Wage Rate for employees required to work over the seven days and/or 24 hours of the day
- (b) The amount of annual leave loading for employees entitled to four weeks' annual leave for each completed year of service shall not exceed a rate equivalent to 17.5% of four weeks' salary of a General Division Level 8.1 employee as per Schedule 2 – General Division Salaries under the Public Sector CSA 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 2023 are shown in the following table.

Maximum Leave Loading for annual leave:	Maximum
Commencing on or after 1 January 2022	\$1,828.90
Commencing on or after 1 January 2023	\$1,883.76

- (c) The amount of annual leave loading for employees entitled to five weeks' annual leave for each completed year of service shall not exceed an amount of 5/4th of a rate equivalent to 17.5% of four weeks' salary of a General Division Level 8.1 employee as per Schedule 2 – General Division Salaries under the Public Sector and CSA 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 2023 are shown in the following table.

Maximum Leave Loading for annual leave:	Maximum
Commencing on or after 1 January 2022	\$2,286.13
Commencing on or after 1 January 2023	\$2,354.70

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 Total Wage Rate;
 - (c) can be added to annual leave or taken individually;
 - (d) must be taken in the calendar year in which it occurs;
 - (e) will be forfeited if not taken in the year in which it occurs; and
 - (f) is not to be paid out on termination of employment.

6.8. Long Service Leave

- 6.8.1. An employee shall be entitled to 13 weeks paid long service leave on the completion of 10 years continuous service and an additional 13 weeks paid long service leave for each subsequent period of seven years of continuous service completed by the employee.
- 6.8.2. Where a public holiday falls within an employee's period of long service leave such day shall be deemed to be a portion of the long service leave and no other payment or benefit shall apply.
- 6.8.3. Long service leave may be taken in periods one day or more, at a mutually agreed time.
- 6.8.4. 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.
- 6.8.5. Subject to sub clause 6.8.4, an employee can take their long service leave entitlement in any combination of full, half, and double pay.
- 6.8.6. Long service leave shall be paid at the employee's rate of pay as prescribed in the wages clause or as specified for rostered employees.

- 6.8.7. An employee will only be entitled to pro rata long service leave if their employment is terminated:
- (a) by the Employer for other than disciplinary reasons;
 - (b) due to the retirement of the employee on the grounds of ill health;
 - (c) due to the death of the employee, in which case the payment would be made to the employee's estate;
 - (d) due to employee's retirement at the age of 55 years or over, provided 12 months continuous service has been completed prior to the day from which the retirement takes effect;
 - (e) for the purpose of entering an Invitro Fertilisation Programme, provided the employee has completed three years service and produces written confirmation from an appropriate medical authority of the dates of involvement in the programme; or
 - (f) due to employees 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.
- 6.8.8. 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 leave without pay.
- 6.8.9. Continuity of service shall not be broken by the absence of the employee on any form of approved paid leave or by the standing down of an employee under the terms of this Agreement.
- 6.8.10. The Employer may direct an employee to take a long service entitlement that has been accrued for more than three years.
- 6.8.11. 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.
- 6.8.12. 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 shall give at least 30 days notice to the employee of the day on which the long service leave is to commence.

6.9. Cultural and Ceremonial Leave

- 6.9.1. Cultural and or ceremonial leave shall be available to all employees.
- 6.9.2. Such leave shall 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 or part days off. Each day, or part thereof, shall be deducted from:
 - (a) the employee's annual leave entitlements (where applicable);
 - (b) the officer's accrued long service leave entitlements, but in full days only, or
 - (c) 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 (ATSI) are entitled to paid cultural leave which can be accessed to participate in any of the following:
 - (a) cultural and ceremonial obligations under ATSI lore, customs or traditional law; and
 - (b) community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals.
- 6.10.2. 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 ATSI organisation, or an organisation that works to facilitate ATSI interests, the attendance is considered to be a part of the employee's normal duties and the employee need not access leave under this or any other clause to enable it.
- 6.10.6. Cultural leave granted under this clause is in addition to the leave provided by sub clause 6.4– Bereavement Leave and sub clause 6.9 – Cultural and Ceremonial Leave of this Agreement.

6.11. Blood and/or Plasma Donors Leave

- 6.11.1. Subject to operational requirements, employees shall 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 has been made and at least two days' notice has been provided; or
 - (b) the employee is called upon by the Red Cross Blood Centre.
- 6.11.2. The notification period shall be waived or reduced where the line manager is satisfied that operations would not be unduly affected by an employee's absence.
- 6.11.3. Employees shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.
- 6.11.4. Employees shall be entitled to two hours of paid leave per donation for the purpose of donating blood or plasma to the Red Cross Blood Centre.

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

Jury Service

- 6.12.6. An employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the supervisor/manager who shall notify the Employer.
- 6.12.7. An employee required to serve on a jury shall be granted paid leave of absence by the Employer, but only for such period as is required to enable the employee to carry out duties as a juror.
- 6.12.8. The parties acknowledge that as at the date of registration of this agreement the Employer is required under the *Juries Act 1975* to pay an employee the earnings that the employee could reasonably expect to have been paid while doing jury service. Where an employee would otherwise have been allocated to relief work while doing jury service, payment of the Base Wage Rate plus a 20% loading will reflect the employee's reasonable expectation of payment during that period.
- 6.12.9. An employee granted leave of absence as prescribed in sub clause 6.12.7 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, fixed term contract or eligible Casual Employee is entitled to unpaid maternity leave on the birth of a child.
 - (ii) The period of leave for a fixed term contract employee shall not extend beyond the term of that contract.
 - (iii) An employee is eligible, without concluding their maternity leave and resuming duty, for subsequent periods of maternity leave, including paid maternity leave, in accordance with the provisions of this sub clause.
- (b) A pregnant permanent or fixed term employee must have completed 12 months continuous service in the Public Sector immediately preceding the maternity leave in order to receive the forms of paid leave as provided for by this sub clause.
- (c) An employee on a period of leave without pay unrelated to maternity leave, adoption leave or other parent leave must resume duties prior to being entitled to paid maternity leave in accordance with the eligibility requirements.

6.13.2.

- (a) A pregnant eligible Casual Employee is entitled to unpaid maternity leave only.
- (b) For the purposes of this sub clause an eligible Casual Employee means a Casual Employee employed by the Employer:
 - (i) on a regular and systematic basis for several periods of employment with a break of no more than three months between each period of employment and where the combined length of the periods of employment are at least 12 months and the breaks of employment were the result of the Employer's initiative; or
 - (ii) on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and, but for the birth or adoption of a child the employee has a reasonable expectation of continuing engagement on a regular and systematic basis.
- (c) Service performed by an eligible Casual Employee for a Public Sector Employer shall count as service for the purposes of determining 12 months continuous service as per sub clause 6.13.1 and 6.13.2 where:

- (i) the eligible Casual Employee has become a permanent or fixed term contract employee with the same Employer; and
- (ii) the break between the period of eligible casual employment and permanent or fixed term contract employment is no more than three months.

6.13.3. Notice Requirements

- (a) An eligible employee shall give at least eight weeks written notice of:
 - (i) their intention to proceed on paid or unpaid maternity leave;
 - (ii) the date the employee proposes to commence paid or unpaid maternity leave; and
 - (iii) the period of leave to be taken.
- (b) An employee who has given their Employer notice of their intention to take maternity leave shall provide the Employer with a medical certificate from a registered medical practitioner naming the employee, confirming the pregnancy and the estimated date of birth.
- (c) An employee is not in breach of sub clause 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 sub clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks written notice is provided.

6.13.4. General Entitlement to Maternity Leave

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

- (i) An employee must take maternity leave in one continuous period with the exception of Special Temporary Employment or Special Casual Employment pursuant to sub clause 6.13.12(a); and
- (ii) Unpaid Special Maternity Leave pursuant to sub clause 6.13.8
- (d) Except for leave provided under sub clause 6.15.3(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 maternity leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (f)
 - (i) Notwithstanding sub clause 6.13.4(d) above, paid maternity leave may be taken in more than one period by an employee who meets the requirements of sub clause 6.13.5(d).
 - (ii) Unpaid maternity leave may be taken in more than one continuous period where the employee undertakes special temporary employment or special casual employment in accordance with sub clause 6.13.12(a) – Employment During Unpaid Maternity Leave. In these circumstances, the provisions of sub clause 6.13.12(a) – Employment During Unpaid Maternity Leave, shall apply.
- (g)
 - (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;
 - (ii) the entitlement provided to the employees shall not exceed the paid Maternity, Adoption or other parent leave quantum for one employee or its half pay equivalent; and
 - (iii) the employees may only proceed on paid and/or unpaid Maternity, Adoption or other parent leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under sub clause 6.13.4(d). This does not prevent an employee from taking paid or unpaid partner leave as prescribed by sub clause 6.13.4 – Partner Leave of this Agreement.

6.13.5. Payment for Paid Maternity Leave

- (a)
 - (i) Subject to sub clause 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 sub clause 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 sub clause 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 shall be paid out any period of unused paid maternity leave equivalent to the period of leave the employee would have accessed had they been on full pay maternity leave when their termination occurred.
- (f) An employee eligible for a subsequent period of paid maternity leave as provided for under sub clause 6.13.1(a)(iii) shall be paid the maternity leave as follows:

- (i) According to the employee's status, classification and ordinary working hours at the time of commencing the original period of paid maternity leave; and
- (ii) Not affected by any period of special temporary employment or special casual employment undertaken in accordance with sub clause 6.13.12(a) – Employment During Unpaid Maternity Leave.

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 shall pay the fee for any such examination.
 - (iii) Where an employee is deemed to be unfit to work in her present position, the provisions of sub clause 6.13.7 – Modification of Duties and Transfer to a Safe Job, may apply.
- (d)
 - (i) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 20 weeks before the expected date of the birth, the entitlement to paid maternity leave remains intact and subject to the eligibility requirements of this sub clause.
 - (ii) Such paid maternity leave cannot be taken concurrently with any paid personal leave taken in this circumstance.
- (e) The period of paid maternity leave must be concluded within 12 months of the birth of the child.
- (f)
 - (i) The Employer may, in exceptional circumstances, allow an employee to take paid maternity leave that will result in the Employee being on paid maternity leave more than 12 months after the birth of the child.

- (ii) An Employer may require evidence that would satisfy a reasonable person that the circumstances warrant allowing the employee to take their period of paid maternity leave such that it would result in the employee being on paid maternity leave more than 12 months after the birth of the child.

6.13.7. 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 sub clause 6.13.7(a)(i) shall be in writing.
 - (iii) Such employment shall be in accordance with sub clause 2.4 – Part Time Employee of this Agreement.
- (b) In the absence of an alternative requirement, and unless otherwise agreed between an Employer and employee, an employee shall provide their Employer with four weeks written notice of an intention to:
 - (i) vary part time work arrangements made under sub clause 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 sub clause 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 her Employer a medical certificate from a medical practitioner, or some other form of evidence that would satisfy a reasonable person, and it contains a statement to the effect that the employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
 - (i) illness, or risks, arising out of her pregnancy; or
 - (ii) hazards connected with that position

then the Employer must modify the duties of the position or alternatively transfer the employee to a safe job at the same classification level for the period during which she is unable to continue in her present position.

- (e) If 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 their present position;
 - (ii) an entitlement to be absent from the workplace on full pay as at sub clause 6.13.7(e)(i) applies to an eligible Casual Employee; and
 - (iii) an Employee who is absent from work pursuant to this sub clause shall be paid the amount she would reasonably have expected to be paid if they 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 utilised personal leave for that period.
- (b) An employee must give the Employer notice of the taking of unpaid special maternity leave by the employee.
- (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 6.13.8(a).

- (e) Without limiting 6.13.8(d), the Employer may require the evidence referred to in that sub clause to be a medical certificate.
- (f) An employee's entitlement to 52 weeks of unpaid maternity leave provided at 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 shall form part of the 52 weeks maternity leave entitlement.
- (c) Personal leave is not payable on a period of paid or unpaid maternity leave.

6.13.10. 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 shall 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 sub clause 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 sub clause 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 shall also notify the Employer of changes of address or other contact details that might affect the Employer's capacity to comply with sub clause 6.13.11(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 sub clause 6.13.10.

6.13.13. Employment During Unpaid Maternity Leave

- (a) Special Temporary Employment
 - (i) For the purposes of this sub clause, "temporary" means employment of an intermittent nature; for a limited, specified period; and undertaken during unpaid maternity leave or extended unpaid maternity leave.
 - (ii) Notwithstanding any other provision of the maternity leave sub clause, an employee may be employed by their Employer on a temporary basis provided that:
 - both parties agree in writing to the special temporary employment;
 - employees are only employed on a temporary basis in connection with their substantive office, post or position;
 - any such period of service shall not change the Employee's employment status in regard to their substantive employment; and
 - any period of special temporary employment shall count as qualifying service for all purposes under the Agreement.
- (b) Special Casual Employment
 - (i) For the purposes of sub clause 6.13.12(a), '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 sub clause 6.13.13(a) – Special Temporary Employment.

- (ii) An employee can be engaged on special casual employment provided that:
 - both parties agree in writing to the special casual employment;
 - employees are employed at the level commensurate to the level of the available position under 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 contract;
 - any such period of service shall not break the employee's continuity of service nor change the employee's employment status in regard to their substantive employment; and
 - any period of special casual employment shall not count as qualifying service other than with respect to entitlements a Casual Employee would ordinarily be entitled to for any other purpose under any relevant award, agreement or industrial instrument.
- (c) The provisions of this sub clause only apply to employment during unpaid maternity leave and extended unpaid maternity leave taken in conjunction with maternity leave as provided for in sub clause 6.13.10 – 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 sub clause 6.13.13(b)(ii), a period of special temporary employment or special casual employment shall be deemed to be part of the employee's period of unpaid maternity leave or extended unpaid maternity leave as originally agreed to by the parties.
 - (ii) An employee who immediately resumes unpaid maternity leave or extended unpaid maternity leave following the conclusion of a period of special temporary employment or special casual employment.
 - is entitled, on written notice, to extend their period of unpaid maternity leave or extended unpaid maternity leave by the period of time in which they were engaged in special temporary employment or special casual employment; and
 - shall give not less than four weeks' notice in writing to their Employer of the new date they intend to return to work and so conclude their period of maternity leave or extended unpaid maternity leave.

- (iii) An employee who does not immediately resume their period of unpaid maternity leave or extended unpaid maternity leave at the conclusion of a period of special temporary employment or special casual employment cannot preserve the unused portion of leave for use at a later date.

6.13.14. Return to Work on Conclusion of Maternity Leave

- (a)
 - (i) An employee shall confirm their intention in writing to conclude their maternity leave not less than four weeks prior to the expiration of maternity leave or extended unpaid maternity leave.
 - (ii) An employee who intends to return to work on a modified basis in accordance with sub clause 6.13.14(d) shall advise their Employer of this intention by notice in writing not less than four weeks prior to the expiration of maternity leave or extended unpaid maternity leave.
- (b) An employee on return to work following the conclusion of maternity leave or extended unpaid maternity leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on maternity leave.
- (c) Where an employee was transferred to a safe job or was absent from the workplace on full pay as provided for in sub clause 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 sub clause 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 sub clause 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 sub clause 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 sub clause 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 sub clause 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 clause 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 sub clause 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 shall not break the continuity of service of employees.
 - (ii) Where an employee takes a period of unpaid maternity leave or extended unpaid maternity leave exceeding 14 calendar days in one continuous period, the entire period of such leave shall not be taken into account in calculating the period of service for any purpose under any relevant award, agreement or industrial instrument. Periods of unpaid leave of 14 days or less shall, however, count for service.
- (c) An employee on maternity leave may terminate employment at any time during the period of leave by written notice in accordance with sub clause 2.13 of this Agreement.
- (d) An Employer shall not terminate the employment of an employee on the grounds of the employee's application for maternity leave or absence on maternity leave but otherwise the rights of the Employer in respect of termination of employment are not affected.

6.14. Adoption leave

6.14.1. Eligibility

- (a)
 - (i) A permanent, fixed term contract or eligible Casual Employee is entitled to 52 weeks unpaid adoption leave on the placement of a child for adoption as provided for under this sub clause.
 - (ii) The period of leave granted to a fixed term contract employee shall not extend beyond the term of that contract.
 - (iii) An employee is eligible, without concluding their adoption leave and resuming duty, for subsequent periods of adoption leave, including paid adoption leave, in accordance with the provisions of this sub clause.

- (b) A permanent or fixed term contract employee must have completed 12 months continuous service in the Public Sector immediately preceding the adoption leave in order to receive the forms of paid leave as provided for by this sub 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 sub clause 6.13.2(b) - Maternity Leave of this Agreement is entitled to unpaid adoption leave as provided by this sub clause.

6.14.2. General entitlement to Adoption Leave

- (a) Subject to the requirements of this sub clause an eligible employee is entitled to 52 weeks unpaid adoption leave.
- (b)
 - (i) Subject to the requirements of this sub clause an eligible employee is entitled to 14 weeks paid adoption leave that will form part of the 52 week unpaid entitlement.
 - (ii) The 14 week period of paid adoption leave is inclusive of any public holidays falling within that time.
 - (iii) The period of paid adoption leave can be extended by the employee taking double the leave on a half-pay basis and its effect is in accordance with sub clause 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 Special Temporary Employment or Special Casual Employment pursuant to sub clause 6.13.12(a) – Employment During Maternity Leave.
- (d) Except for leave provided under sub clause 6.15.3 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 sub clause 6.13.12(a) – Employment During Unpaid Maternity Leave of this Agreement. In these circumstances, the provisions of sub clause 6.13.12(a) – Employment During Unpaid Maternity Leave of this Agreement shall apply.
- (g)
 - (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.
 - (ii) The entitlement provided to the employees shall not exceed the paid maternity, adoption or other parent leave quantum for one employee or its half pay equivalent.
 - (iii) The employees may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under sub clause 6.13.4(d). This does not prevent an employee from taking paid or unpaid partner leave as prescribed by sub clause 6.16 of this Agreement.

6.14.3. Payment for Paid Adoption Leave

- (a)
 - (i) Subject to sub clause 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 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 sub clause 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 shall be paid out any period of unused paid adoption leave equivalent to the period of leave the employee would have accessed had they been on full pay adoption leave when their termination occurred.
- (e) An employee eligible for a subsequent period of paid adoption leave as provided for under sub clause 6.14.1(a)(iii) shall be paid the adoption leave as follows:
 - (i) According to the employee's status, classification and ordinary working hours at the time of commencing the original period of paid adoption leave; and
 - (ii) Not affected by any period of special temporary employment or special casual employment undertaken in accordance with sub clause 6.13.12(a) – Employment during Unpaid Maternity Leave of this Agreement.
- (f) Where less than the 52 weeks adoption leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (g) An eligible Casual Employee provided for under sub clause 6.14.1(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; or
 - (ii) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- (i) An employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the employee for adoption
 - (i) is, or will be, under 16 years old as at the day of placement, or the expected day of placement, of the child

- (ii) has not, or will not have, lived continuously with the employee for a period of six 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 sub clause 6.13.6(f) – Commencement of Maternity Leave of this Agreement, but as it relates to adoption leave.

6.14.5. Notice and Variation Requirements

- (a) An employee shall give no less than eight weeks written notice to the Employer of:
 - (i) the date the employee proposes to commence paid or unpaid adoption leave; and
 - (ii) the period of leave to be taken.
- (b) An employee is not in breach of sub clause 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 sub clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks written notice is provided.

6.14.6. Other Provisions: The following provisions, as provided under sub clause 6.12.9 – 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;
- 6.13.12(a)– 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.

(a) For the purposes of this sub clause:

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

6.15.2. Eligibility

(a)

- (i) Where an eligible employee, other than an employee entitled to paid maternity leave under sub clause 6.12.9 or adoption leave under sub clause 6.14 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 sub 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 sub clause 6.13.1 - Maternity Leave of this Agreement is entitled to unpaid other parent leave as provided by this sub 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 sub clause.
 - (ii) An eligible permanent or fixed term contract employee is entitled to 14 weeks paid other parent leave in accordance with this clause if they are the primary care giver of the child.
 - (iii) An employee employed on a fixed term contract shall have the same entitlement to other parent leave; however, the period of leave granted shall not extend beyond the term of that contract.
 - (iv) An employee is eligible, without concluding their other parent leave and resuming duty, for subsequent periods of other parent leave, including paid other parent leave, in accordance with the provisions of this sub clause.
- (d) A permanent or fixed term contract employee must have completed 12 months continuous service in the Public Sector immediately preceding the other parent leave in order to receive the forms of paid leave as provided for by this sub clause.
- (e) An employee on a period of leave without pay unrelated to maternity leave, adoption leave or other parent leave must resume duties prior to being entitled to paid other parent leave in accordance with the eligibility requirements.

6.15.3. General Entitlement to Other Parent Leave

- (a) Subject to the requirements of this sub clause an eligible employee is entitled to 52 weeks unpaid other parent leave.
- (b)
 - (i) Subject to the requirements of this sub 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 is inclusive of any public holidays falling within that time.

- (iii) The period of paid other parent leave can be extended by the employee taking double the leave on a half-pay basis and its effect is in accordance with sub clause 6.13.15 – Effect of Maternity Leave on the Contract of Employment of this Agreement.
- (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 sub clause 6.13.12(a) – Employment During Unpaid Maternity Leave of this Agreement.
- (d) Except for leave provided under sub clause 6.15.3(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 other parent leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (f)
 - (i) An employee, whose Partner is not employed, or is employed and does not intend to take unpaid parental leave for a child under the age of 12 months or placement of a newly adopted child as provided for in clause 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 clause 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 sub clause 6.13.12(a) – Employment During Unpaid Maternity Leave in this Agreement. In these circumstances, the provisions of sub clause 6.13.12(a) – Employment During Unpaid Maternity Leave of this Agreement, shall 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.
 - (ii) The entitlement provided to the employees shall not exceed the paid maternity, adoption or other parent leave quantum for one Employee or its half pay equivalent.
 - (iii) The employees may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under sub clause 6.15.3(i). This does not prevent an employee from taking paid or unpaid partner leave as prescribed by sub clause 6.16 – Partner Leave of this Agreement.
- (i) If both parents work in the Public Sector and the mother is able to remain on paid parental leave despite her incapacity to be her child's primary care giver, the employees may choose which parent will access the paid leave.
 - (i) If the mother chooses to remain on paid maternity leave, the other parent may access unpaid other parent leave for the period they are their child's primary care giver.
 - (ii) If the other parent chooses to be the primary care giver of the child and accesses paid other parent leave the mother may access unpaid maternity leave.
 - (iii) Where the other parent accesses paid leave in accordance with this sub clause, the mother is entitled to resume paid maternity leave if/when she becomes her child's primary care giver, subject to the provisions of sub clause 6.15.3(i)(i).
- (j) An eligible Casual Employee provided for under sub clause 6.15.2(b) is entitled to unpaid Other Parent Leave only.

6.15.4. Payment for Paid Other Parent Leave

- (a)
 - (i) Subject to sub clause 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 sub clause 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 sub clause 6.15.4(c) 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 shall be paid out any period of unused paid other parent leave equivalent to the period of leave the employee would have accessed had they been on full pay other parent leave when their termination occurred.
- (f) An employee eligible for a subsequent period of paid other parent leave as provided for under sub clause 6.15.2(c)(iv) shall be paid the other parent leave as follows:
 - (i) according to the employee's status, classification and ordinary working hours at the time of commencing the original period of paid other parent leave; and
 - (ii) not affected by any period of special temporary employment or special casual employment undertaken in accordance with sub clause 6.13.12(a) – Employment During Unpaid Maternity Leave of this Agreement.
- (g) Where less than the 52 weeks other parent leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.

- (h) An eligible Casual Employee provided for under sub clause 6.15.2(b) is not entitled to 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 sub clause 6.13.6(f) – of this Agreement but as it relates to other parent leave.

6.15.6. Notice and Variation Requirements

- (a) An employee shall give no less than four (4) weeks written notice to the Employer of:
 - (i) the date the employee proposes to commence paid or unpaid other parent leave; and
 - (ii) the period of leave to be taken.
- (b)
 - (i) An employee is not in breach of sub clause 6.15.6(a) by failing to give the required period of notice if such failure is due to the requirement of the employee to take on the role of primary care giver due to the birth parent or other adoptive parent being incapacitated to take on the principal caring role.
 - (ii) In such circumstances the employee shall give notice as soon as reasonably possible.
- (c) The granting of leave under this sub clause is subject to the employee providing the Employer with evidence that would satisfy a reasonable person detailing the reasons for and the circumstances under which the leave application is made and the relationship the employee has with the child.
- (d) An employee proceeding on other parent leave may elect to take a shorter period of other parent Leave to that provided by this sub clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks written notice is provided.

6.15.7. Other Provisions: The following provisions, as provided under sub clause 6.12.9 – 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;
- 6.13.12(a) – 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 sub clause in respect of the:

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

6.16.2. Subject to available credits, the entitlement to one week's partner leave may be taken as;

- (a) paid personal leave subject to sub clause 6.16.6;
- (b) paid annual and/or long service leave; or
- (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 sub clause 6.16.4(b), the taking of partner leave by an employee shall have no effect on their or their partner's entitlement, where applicable, to access paid maternity leave as provided by sub clause 6.13 of this Agreement, paid adoption leave as provided by sub clause 6.14 of this Agreement and paid other parent leave as provided for by sub clause 6.15 of this Agreement.
- (b) Where applicable, unpaid partner leave taken by an employee shall be counted as part of the employee's other parent leave entitlement.

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

Personal Leave

- 6.16.6. An employee may access their accrued personal leave entitlements for partner leave purposes, subject to the requirements of the *Minimum Conditions of Employment Act 1993* being met. That is, a minimum of 76/80 hours personal leave must be kept available for an employee to access for the purposes of sub clause 6.2.3(a).

The right to access personal leave credits for partner leave purposes does not affect an employee's right to take more than five days personal leave for the purposes provided for in clause 6.2 – Personal Leave.

Right to Request Additional Unpaid Partner Leave

6.16.7.

- (a) The total period of partner leave provided by this clause shall not exceed eight weeks.
- (b) An employee is entitled to request an extension to the period of partner leave up to a maximum of eight weeks. The additional weeks' leave shall be unpaid and the eight week maximum is inclusive of any period of partner leave already taken in accordance with sub clause 6.16.2.

6.16.8.

- (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 12 months of the birth or placement of the child.

- 6.16.9. The Employer is to agree to an employee's request to extend their unpaid partner leave made under sub clause 6.17.7(b) unless:

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

- 6.16.10. 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.
- 6.16.11. 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.
- 6.16.12. Where an Employer agrees to an employee's request to extend their period of unpaid partner leave under sub clause 6.16.7, 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.
- 6.16.13. An employee on unpaid partner leave is not entitled to paid personal leave.
- 6.16.14. Notice
- (a) The employee shall 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 shall provide the Employer with a medical certificate from a registered medical practitioner naming the employee, or the employee's partner, confirming the pregnancy and the estimated date of birth.
- 6.16.15. Effect of Partner Leave on the Contract of Employment: The provisions of sub clause 6.13.15 – Effect of Maternity Leave on the Contract of Employment of this Agreement shall apply to employees accessing partner leave, with such amendment as necessary.
- 6.16.16. Eligible Casual Employees: An eligible Casual Employee, as defined in sub clause 6.13 – 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 12 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 12 weeks; whichever is lesser;
- (b) based on the amount that would have been paid to the employee had they taken paid maternity leave, paid adoption leave or paid other parent leave for that period, in accordance with the following: and exclusive of shift and weekend penalties;
- (c) for Full Time Employees – the ordinary working hours at the time of commencement of parental leave;
 - (i) 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
 - (i) 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. Purchased Leave

6.18.1. The Employer may approve an employee's application to enter into an arrangement whereby the employee can purchase up to four weeks additional leave.

6.18.2. The Employer will assess each application for 48/52 wage arrangement on its merits and consider the personal circumstances of the employee seeking the arrangement and to the Employers' operational requirements.

6.18.3. Access to purchased leave will be subject to sub clauses 6.18.1 – 6.18.2 and to:

- (a) the employee having satisfied the Employer's accrued leave management policy;
- (b) the employee having not more than in excess of 10 weeks accrued annual leave, long service leave, and days in lieu balance at the time the employee requests access to purchased leave;
- (c) the employee not qualifying for a period of long service leave during the financial year for which the purchased leave is requested; 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.

6.18.4. 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

6.18.5. Purchased leave arrangements run over a financial year concluding on 30 June. employees participating in a purchased leave arrangement who wish to continue in the arrangement in the following year must apply to do so annually as part of the leave rostering process in accordance with sub clause 6.6.9.

6.18.6. The employee can agree to take a reduced wage spread over the 52 weeks of the year and receive the following amounts of additional purchased leave:

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

6.18.7. An employee who receives an aggregated wage and agrees to a reduced wage spread in accordance with sub clause 6.18.6 will also receive a deduction to the Aggregated Wage Rate that will match the deduction made to their ordinary wage. The Aggregated Wage Rate will continue to be paid (at the reduced rate) when the employee takes the purchased leave.

6.18.8. The purchased leave will not be able to be accrued. The employee is to be entitled to payment 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.

6.18.9. Where an employee who is in receipt of a higher duties allowance proceeds on any period of additional purchased leave, the employee shall not be entitled to receive payment of the allowance for any period of purchased leave.

6.18.10. 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.

- 6.18.11. 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 payment in lieu of wages forgone to that time but will not be entitled to equivalent absence from duty.
- 6.18.12. 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.

6.19. Emergency Services Leave

- 6.19.1. Subject to operational requirements, paid leave of absence shall be granted by the Employer to an employee who is an active volunteer member of State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or Department of Fire and Emergency Services Units, in order to allow for attendances at emergencies as declared by the recognised authority.
- 6.19.2. The Employer shall be advised as soon as possible by an employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.
- 6.19.3. The employee must complete a leave of absence form immediately upon return to work.
- 6.19.4. The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period. An employee who, during the course of an emergency, volunteers their services to an emergency organisation shall comply with all provisions of this sub clause.

6.20. Defence Force Reserves Leave

- 6.20.1. 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.
- 6.20.2. Leave of absence may be paid or unpaid in accordance with the provisions of this clause and the Public Sector Labour Relations' Defence Force Reserves Policy Statement as amended from time to time.
- 6.20.3. Application for leave of absence for Defence service shall, 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 shall provide a certificate of attendance to the Employer.
- 6.20.4. Paid leave
 - (a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for Defence service, subject to the conditions set out hereunder.

- (b) Part Time Employees shall receive the same paid leave entitlement as Full Time Employees but payment shall only be made for those hours that would normally have been worked but for the leave.
- (c) On written application, an employee shall be paid salary in advance when proceeding on such leave.
- (d) An employee is entitled to paid leave for a period not exceeding 105 hours on full pay in any period of 12 months commencing on 1 July in each year.
- (e) An employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of 12 months commencing on July 1. Pay for this leave shall be at the rate of the difference between the normal remuneration of the employee and the Defence Force payments to which the employee is entitled if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the employee.

6.20.5. Unpaid leave: Leave of absence for the purpose of Defence service shall be unpaid where:

- (a) the absence exceeds the paid entitlement prescribed in sub clause 6.20.4 of this Agreement; or
- (b) the employee fails to provide the Employer with at least six weeks' notice and evidence of the necessity for attendance as required by sub clause 6.20.3 of this Agreement.

6.20.6. 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) The Employer cannot compel an employee to use annual leave or long service leave for the purpose of Defence service.

6.21. Study Leave

6.21.1. 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 sub clause 6.21.1(c).
- (e) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study or for the mature age entrance examination for tertiary admission conducted by the Tertiary Institution Service Centre.
- (f) In every case the approval of time off to attend lectures and tutorials will be subject to:
 - (i) the Employer's convenience;
 - (ii) the course being undertaken on a part-time basis;
 - (iii) employees undertaking an acceptable form of 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.

6.21.2. 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

Notwithstanding sub clause 6.21.2(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 shall 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.

6.21.3. Approved Courses

(a)

- (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, or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.
- (iv) Courses recognised by the National Authority for the Accreditation of Translators and Interpreters (NAATI) in a language relevant to the needs of the Public Sector.

- (b) Except as outlined in sub clause 6.21.3(d) employees are not eligible for study assistance if they already possess one of the qualifications specified in sub clause 6.21.3(a).
- (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 sub clause 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 sub clause 6.21.3(a)(ii), or a degree or Associate Diploma course specified in sub clause 6.21.3(a)(i).
- (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.

6.21.4. For the purposes of this sub clause:

- (a) In determining the Employer's convenience, Employers should give due emphasis to the employee's career aspirations.
- (b) An acceptable part time study load should be regarded as not less than five 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 shall 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 Tertiary Entrance Examination 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 sub clause.

- 6.21.5. Subject to the provisions of sub clause 6.21.6, 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;
 - (b) Study tours involving observations and/or investigations; or
 - (c) A combination of postgraduate studies and study tours.
- 6.21.6. 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 sub clauses 6.21.1 to 6.21.5 of this sub clause and the Leave Without Pay provisions of this Agreement.
 - (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.
 - (f) A fixed term contract employee may not be granted study leave with pay for any period beyond that employee's approved period of engagement.
- 6.21.7. Full time study leave with pay may be approved more than 12 months subject to a yearly review of satisfactory performance.
- 6.21.8. 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.
- 6.21.9. 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.
- 6.21.10. Where recipients are in receipt of a living allowance, this amount should be deducted from the employee's wages for that period.

- 6.21.11. 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.
- 6.21.12. 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.
- 6.21.13. 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 sub clause 6.21.6. Each case is to be considered on its merits.
- 6.21.14. 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.

6.22. Paid Leave For English Language Training

- 6.22.1. Leave during normal working hours without loss of pay shall be granted to employees from non-English speaking backgrounds 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. The selection of employees for training will be determined by consultation between the Employer and the Union.
- 6.22.2. Leave will be granted to enable the 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 sub clause 6.22.3 and 6.22.4, shall be agreed between the Employer, the Union, and the Adult Migrant Education Service or other approved Authority conducting the training.
- 6.22.3. Subject to appropriate needs assessment participation in training will be on the basis of minimum of 100 hours per employee per year.
- 6.22.4. The agreed desired proficiency level will take account of the vocational needs of an employee in respect of communication, safety and welfare, and productivity within the employee's current position, as well as those positions to which the employee may be considered for promotion or redeployment. It will also take account of issues in relation to training, retraining and multi-skilling, award restructuring, industrial relations and safety provisions, and equal opportunity employment legislation.

6.23. Leave Without Pay

- 6.23.1. Subject to the provisions of sub clause 6.23.2 of this sub clause, the Employer may grant an employee leave without pay for any period and is responsible for that employee on their return. There is no obligation to offer leave without pay unless otherwise provided for by agreement or policy provisions.
- 6.23.2. 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;
 - (b) All other leave credits of the employee are exhausted; and
 - (c) A reasonable period of notice has been provided in advance of the date the leave of absence is requested to start.
- 6.23.3. The proposed reason for absence shall be considered before any decision is made in relation to approval or refusal of the employee's application.
- 6.23.4. 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.
- 6.23.5. Leave Without Pay For Full Time Study: The Employer may grant an employee leave without pay to undertake full time study, subject to a yearly review of satisfactory performance. Leave without pay for this purpose shall not count as qualifying service for leave purposes.
- 6.23.6. Leave Without Pay For Australian Institute of Sport Scholarships: Subject to the provisions of sub clause 6.23.2 of this sub clause, the Employer may grant an employee who has been awarded a sporting scholarship by the Australian Institute of Sport, leave without pay.
- 6.23.7. An employee who is granted Leave Without Pay to accept a scholarship from the Australian Institute of Sport shall have that absence count as qualifying service for all purposes except annual leave.
- 6.23.8. 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.

7. CONSULTATION

7.1. Consultation

- 7.1.1. The parties recognise the need for effective communication to improve the business and operational performance and working environment in the Public Transport Authority.
- 7.1.2. The parties acknowledge that decisions will continue to be made by the Employer who is responsible and accountable to Government for the effective and efficient operation of the Public Transport Authority.

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:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) 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;
 - (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.

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 term in the enterprise 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 sub clauses 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;
- (b) Major change to the composition, operation or size of the Employer’s workforce or to the skills required of employees;

- (c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- (d) The alteration of hours of work;
- (e) The need to retrain employees;
- (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.

8. DISPUTE RESOLUTION

8.1. Dispute Resolution Procedure

- 8.1.1. Any questions, disputes or difficulties arising under this Agreement or in the course of the employment of employees covered by this Agreement shall be dealt with in accordance with this sub clause.
- 8.1.2. The employee(s) and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three working days. An employee may be accompanied by a Union representative.
- 8.1.3. If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager’s superior and an attempt made to find a satisfactory solution, within a further three working days. An employee may be accompanied by a Union representative.
- 8.1.4. If the dispute is still not resolved, it may be referred by the employee/s or Union representative to the Employer or his/her nominee.
- 8.1.5. Where the dispute cannot be resolved within five working days of the Union representatives’ referral of the dispute to the Employer or his/her nominee, either party may refer the matter to the Commission.
- 8.1.6. The period for resolving a dispute may be extended by agreement between the parties.
- 8.1.7. At all stages of the procedure the employee may be accompanied by a Union representative.
- 8.1.8. Notwithstanding the above the Union may raise matters directly with representatives of the Employer. In each case the Union and the Employer shall endeavour to reach agreement. If no agreement is reached either party may refer the dispute to the Commission for conciliation and/or arbitration.
- 8.1.9. The parties covered by this Agreement will maintain and will not disrupt the provision of services to the public while disputes are being dealt with under this procedure.

- 8.1.10. 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 Employer recognises the rights of the Union to organise and represent its members. Union representatives (delegates) in the organisation have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing members' interests in the workplace and the organisation.
- 9.1.2. The Employer will recognise Union representatives in the organisation and will allow them to carry out their role and functions.
- 9.1.3. The Union will advise the Employer in writing of the names of the Union representatives in the organisation and their role and authorities.
- 9.1.4. Subject to prior approval, the Employer shall recognise the authorisation of each Union representative in the organisation and shall provide them with the following:
- (a) Reasonable paid time off from normal duties:
 - (i) to perform their functions as a Union representative such as organising, recruiting, individual grievance handling, and collective bargaining; and
 - (ii) to attend Union business in accordance with sub clause 9.2.1 of this Agreement.
 - (b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of lockable filing cabinets, meeting rooms, telephones, fax, email, Internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal Employer protocols.
 - (c) A notice board for the display of Union materials including broadcast email facilities. Broadcast email facilities will need to be in accordance with the established policies, procedures and guidelines of the Employer. This means prior approval for emailed materials must be issued by executive management.
 - (d) Paid access to periods of leave for the purpose of attending Union training courses in accordance with sub clause 9.3 of 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 a sheltered area for meetings of members.
- (g) 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.
- (h) Access to awards, agreements, policies and procedures.
- (i) Access to information on matters affecting employees in accordance with the consultation provisions under this Agreement.
- (j) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.

9.1.5. The Employer agrees, upon receiving written authorisation from an employee, to provide to the Union with five working days the employee's bank account details and subsequent changes from time to time for the purpose of enabling the employee to establish direct debit facility for the payment of Union dues. Employers must be indemnified against financial accountability related to these transactions.

9.1.6. Group inductions: Where the Employer conducts a group induction, which may be on or off site, the Union shall be given at least 14 days notice of the time and place of the induction. The Union will be entitled to at least 30 minutes to address new employees without Employer representatives being present.

9.1.7. The Employer recognises that it is paramount that Union representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a Union representative.

9.2. Leave To Attend Union Business

9.2.1. The Employer shall grant paid leave during ordinary working hours to an employee:

- (a) who is required to give evidence before any Industrial Tribunal;
- (b) who is a Union nominated representative of the employees is required to attend negotiations and/or conferences between the Union and Employer;
- (c) when prior agreement between the Union and Employer has been reached, for the employee to attend official Union meetings preliminary to negotiations or industrial hearings; or
- (d) who as a Union nominated representative of the employees and is required to attend joint Union/management consultative committees or working parties.

- 9.2.2. The granting of leave pursuant to this sub clause shall only be approved.
- (a) Where an application for leave has been submitted by an employee a reasonable time in advance.
 - (b) For the minimum period necessary to enable the Union business to be conducted or evidence to be given.
 - (c) For those employees whose attendance is essential; or.
 - (d) When the operation of the organisation is not unduly affected and the convenience of the Employer is not impaired.
- 9.2.3. Leave of absence will be granted at the Ordinary Wage Rate, or where the employee works part of a shift, at the rate the employee would have earned had the employee not been absent from their Rostered Shift.
- 9.2.4. The Employer shall not be liable for any expenses associated with an employee attending to Union business. Leave of absence granted under this sub clause shall include any necessary travelling time in normal working hours.
- 9.2.5. Nothing in this sub clause shall diminish the existing arrangements relating to the granting of paid leave for Union business. An employee shall not be entitled to paid leave to attend Union business other than as prescribed by this sub clause.
- 9.2.6. The provisions of this sub clause shall not apply to special arrangements made between the parties which provide for unpaid leave for employees to conduct Union business.
- 9.2.7. The provisions of this sub clause shall not apply when an employee is absent from work without the approval of the Employer.
- 9.2.8. The Employer shall grant leave without pay for a continuous period to the secretary of each applicant Union (should such secretary be employed by the Employer) to enable the secretary to attend exclusively to Union work.
- 9.3. Trade Union Training Leave**
- 9.3.1. Subject to the convenience of the Employer and the provisions of this sub clause:
- (a) The Employer shall grant paid leave of absence to employees who are nominated by the Union to attend short courses relevant to the Public Sector or the role of Union workplace representative, conducted by the Union party to this Agreement or its nominated provider.
 - (b) The Employer shall grant paid leave of absence to attend similar courses or seminars as from time to time approved by agreement between the Employer and the relevant Union.

- 9.3.2. An employee shall 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 10 days.
- 9.3.3. Leave of absence will be granted at the Ordinary Wage Rate and shall not include shift allowances, penalty rates or overtime.
- 9.3.4. Where a public holiday or rostered day off (including a rostered day off as a result of working a 38 hour week) falls during the duration of a course, a day off in lieu of that day will not be granted.
- 9.3.5. Part Time Employees shall receive the same entitlement as Full Time Employees, but payment shall only be made for those hours that would normally have been worked but for the leave.
- 9.3.6. The granting of leave pursuant to the provisions of this sub clause is subject to the operation of the organisation not being unduly affected and to the convenience of the Employer.
- 9.3.7. Any application by an employee shall 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.
- 9.3.8. All applications for leave shall be accompanied by a statement from the Union indicating that the employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the organisation that is conducting the course.
- 9.3.9. A qualifying period of 12 months service shall 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.
- 9.3.10. The Employer shall not be liable for any expenses associated with an employee's attendance at Trade Union training courses.
- 9.3.11. Leave of absence granted under this sub clause shall include any necessary travelling time in normal working hours immediately before or after the course.

9.4. Right of Entry

- 9.4.1. The parties acknowledge that the *Industrial Relations Act 1979* (the Act) empowers authorised representatives of the Union to exercise a right to enter the Employers' premises in the circumstances and for the purposes specified in Part II Division 2G of the Act.

10. MISCELLANEOUS PROVISIONS

10.1. Principles and Programme of Change

10.1.1. Principles

The parties recognise that:

- (a) the Employer is committed to achieving
 - (i) high customer satisfaction with the quality of the public transport services it provides
 - (ii) extremely high safety standards; and
 - (iii) cost-effective public transport services;
- (b) the commitment, competence and flexibility of the employees are an important part of the Employer achieving those outcomes; and
- (c) working arrangements and job descriptions within the Employer's Network and Infrastructure Division will be subject to review during the term of this Agreement to ensure that those working arrangements best enable the needs of all stakeholders, namely customers, employees, Government and the Employer, to be met.

10.1.2. Programme of Change

The Parties will:

- (a) develop and implement ongoing improvements to enhance the quality, safety and cost-effectiveness of the service provided with the Employer's network and infrastructure;
- (b) develop and implement specific change programmes which may include revised policies, procedures, systems and work practices; and
- (c) develop flexible and rewarding jobs.

10.1.3. Operational Review

During the term of this Agreement, the Employer will carry out reviews within its Network and Infrastructure Division focussing on:

- (a) job competencies, job descriptions, qualifications and training requirements of positions within the current divisional structures, to optimise employee effectiveness and compliance with the *Rail Safety National Law (WA) Act 2015* (by reference to the Australian Qualifications Framework (AQF) or where no relevant AQF competence standard or qualification exists, confirming development and validation of the Employer's own competence standard by reference to knowledge and skills);

- (b) identifying improved structures within the Division, including for the operations of the Control and Communication Systems Branch, including potential consolidation of workgroups and increasing the flexibility of roles within the Branch which will, among other things make resource management and performance within the Division/Branch more transparent and measurable, so that further appropriate role changes or efficiencies may potentially be later identified;
- (c) a further review to identify appropriate adjustments of job competencies, job descriptions, classifications qualifications and training requirements for positions within any new divisional structures, to ensure employees are provided with the required training to perform at their optimum level.

10.1.4. The review process will comply with the Introduction of Change provisions of this Agreement and will include consultation with employees and the Union, and the parties are committed to working together to identify potential changes which would enhance the quality, safety and cost-effectiveness of the service provided with the Employer's network and infrastructure.

10.1.5. Commitment to Implementation of Change

- (a) Subject to the following sub clause, the parties are committed to implementing changes and other outcomes on completion of the review with a minimum of delay and minimising any avoidable adverse effects of the change process on employees. It is agreed that existing employees at the time of the introduction of a change will not suffer a reduction in their Ordinary Wage Rate or their allowances as a direct or indirect result of any operational review.

10.1.6. The Dispute Resolution Procedure contained in this Agreement will remain available for an Employee or Employees to resolve any industrial matters, which arise from the subject of this sub clause.

10.1.7. The parties acknowledge that the following component of the wage increases awarded by the 2011 Agreement are based upon the parties' commitment in this sub clause to cooperate in the identification and implementation of workplace change and accept that this should be taken into account in the resolution of any disputes:

Year	2011	2012	2013
Parties' Commitment to Workplace Change	1.25%	1.25%	1.25%
CPI	2.75%	3.0%	3.25%
Total Increase	4.0%	4.25%	4.5%

10.2. Training

10.2.1. Training may be delivered on or off the job. Wherever possible, the Employer will ensure that the training is Competency based and nationally recognised training with clearly defined programs and agreed performance standards. Provided the Employer determines the training to be required, the Employer will meet all reasonable costs associated with the training. Provided that training time may be allowed for in relief lines within a drop down roster. An Employer shall not unreasonably withhold paid training leave.

10.2.2. Trainees

- (a) While in training, trainees will be paid in accordance with sub clause 4.1.2 of this Agreement.
- (b) No trainee shall be permanently appointed at the base classification unless prescribed training requirements are assessed and satisfactorily completed within the stipulated time period. Provided such time periods may be extended by written agreements between the parties.
- (c) Overtime and Shift Work shall not be worked by trainees except to enable the requirements of training to be effected. When overtime and Shift Work are worked, the relevant allowances and penalties of the Agreement based on the training wage stated in the Agreement, shall apply. No trainee shall work overtime or Shift Work on their own.

10.2.3. Training of Existing Employees

- (a) Each employee must be prepared to undertake training, refresher training, and maintain the qualifications necessary to carry out the employee's role to the required standard.
- (b) Assessment – The level of skills possessed by each employee shall be determined by the assessment conducted by the Registered Training Organisation or such other independent and accredited assessor as agreed between the parties, based on; relevant training packages and Competency profiles, certification requirements for specific tasks, and the work experience necessary to perform a stipulated role.
- (c) Competency Standards – Where training packages have been developed by the industry, those training packages shall be adopted in respect of matters relating to training in the industry and callings covered by this Agreement. Training standards shall include but not be limited to the following:
 - (i) standards and competencies for skills required for each calling;
 - (ii) curricula development; training courses;
 - (iii) articulation and accreditation requirements for both on and off the job training; and

(iv) on the job training guidelines.

- (d) Where it is agreed by the Employer that additional training should be undertaken by any employee, training may be undertaken either on or off the job. All time involved with training shall be paid at the actual time displayed on the roster on the day
- (e) No employee will be forced to retrain, although a refusal to retrain may have adverse consequences on the employee's contract of employment, should the employee fail to meet the required competencies for a classified position under this Agreement.

10.2.4. Competency based training and assessment.

- (a) The parties to this Agreement recognize that training and assessment is fundamental to the Competency based classification structure and requires an ongoing commitment to training and assessment processes by employees, the Employer and the Union party to this Agreement.
Therefore:
 - (i) Training modules consistent with the Transport and Logistics training package and the Electrotechnology package are being developed in line with agreed nationally accredited industry training packages. The Employer will offer assessment and gap training to employees after Competency profiles are constructed for their workplaces, to assist the employees affected to obtain recognition for skills they have already developed through work experience and to develop new skills required in specific occupations.
 - (ii) Employees may nominate and if accepted, become eligible for paid leave to train to become Workplace Assessors, enabling employees to participate directly in implementing Competency based classifications in their own workplace. Workplace Assessors may be able to assist in Competency assessments under the guidance and supervision of a Registered Training Provider and the Employer's relevant managers.

10.3. Uniforms, Clothing and Protective Equipment

- 10.3.1. Employees as required will wear specialised clothing for particular operations. The Employer will establish a uniform committee in consultation with the Union.
- 10.3.2. The Employer shall supply uniforms and protective clothing; as agreed from time to time between the Employer and the Union.
- 10.3.3. An employee shall sign an acknowledgement on receipt of uniforms and/or protective clothing thereof, and on leaving employment shall return the same to the Employer.
- 10.3.4. An employee shall be responsible for any loss or damage thereto, with fair wear and tear attributable to ordinary use excepted.

10.4. Fitness For Duty

- 10.4.1. To ensure that an employee is medically fit to carry out duties in a satisfactory and safe manner the employee will, if required, undergo a medical examination or health assessment with the Employer's Occupational Physician. The level of examination or assessment undertaken will be take into consideration the activities the employee is required to undertake and be in accordance with the requirements of the National Health Assessment for Rail Safety Workers.
- 10.4.2. The Employer will pay the costs of any medical examination or assessment conducted by the Employer's Occupational Physician. However, subject to any policy to the contrary, the employee is responsible for any costs associated with any treatment of a condition identified by the Employer's Occupational Physician.
- 10.4.3. The employee will, as required, undergo drug and alcohol testing in accordance with the Employer's policies on the safety of personnel working on or about the railway system.
- 10.4.4. The employee will not be required to undergo a medical examination for the purposes of the National Health Assessment for the Rail Industry while such employee is on workers compensation, except and only when an employee returns from workers compensation and is medically cleared to recommence paid remuneration or a circumstance where a health assessment is required for the purpose of alternative duties.

10.5. Workplace Health and Safety Representatives Records

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

11. SIGNATURES OF PARTIES BOUND

Signed:  Date: 15/5/23

Joshua Dekuyer

WA Branch Secretary, Australian Rail, Tram and Bus Industry Union of Employees
Western Australia Branch

Signed:  Date: 15/5/23

Peter Woronzow

Chief Executive Officer, The Public Transport Authority of Western Australia

12. SCHEDULE A –WAGES TABLES (EXCLUDING LINEPERSONS)

BASE WAGE RATES TABLE – WEEKLY RATE

	From 19 May 2022			From 19 May 2023	
Class	38 hour base weekly rate	40 hour base weekly rate	Class	38 hour base weekly rate	40 hour base weekly rate
Level 1 Maintainer	\$960.80	\$1,004.20	Level 1 Maintainer	\$1,020.80	\$1,064.20
Level 2 Maintainer	\$1,007.30	\$1,053.10	Level 2 Maintainer	\$1,067.30	\$1,113.10
Level 3 Maintainer	\$1,049.30	\$1,097.30	Level 3 Maintainer	\$1,109.30	\$1,157.30
Level 3A Maintainer (Signals)	\$1,079.70	\$1,129.30	Level 3A Maintainer (Signals)	\$1,139.70	\$1,189.30
Level 4 Maintainer	\$1,108.50	\$1,159.70	Level 4 Maintainer	\$1,168.50	\$1,219.70
Level 5 Senior Maintainer	\$1,154.90	\$1,208.50	Level 5 Senior Maintainer	\$1,214.90	\$1,268.50
Level 6 Advanced Maintainer	\$1,193.00	\$1,248.50	Level 6 Advanced Maintainer	\$1,253.00	\$1,308.50
Level 7 Perway Patroller	\$1,239.40	\$1,297.40	Level 7 Perway Patroller	\$1,299.40	\$1,357.40
Level 8	\$1,351.40	\$1,415.40	Level 8	\$1,411.40	\$1,475.40
Level 9	\$1,400.00	\$1,466.50	Level 9	\$1,460.00	\$1,526.50
Level 10	\$1,448.60	\$1,517.70	Level 10	\$1,508.60	\$1,577.70

ORDINARY WAGE RATE TABLE – 38 HOUR WEEKLY RATE

(Includes Experience Allowance, Annualised Leave Loading and Enterprise Flexibility Allowance)

Class	From 19 May 2022		From 19 May 2023	
	1.3% ALL	1.9% ALL	1.3% ALL	1.9% ALL
Level 1 Maintainer	\$ 1,002.50	\$ 1,008.40	\$ 1,065.10	\$ 1,071.40
Level 2 Maintainer	\$ 1,051.00	\$ 1,057.20	\$ 1,113.60	\$ 1,120.20
Level 3 Maintainer	\$ 1,094.80	\$ 1,101.30	\$ 1,157.40	\$ 1,164.30
Level 3A Maintainer (Signals)	\$ 1,126.50	\$ 1,133.20	\$ 1,189.20	\$ 1,196.20
Level 4 Maintainer	\$ 1,156.60	\$ 1,163.40	\$ 1,219.20	\$ 1,226.40
12 months	\$ 1,164.20	\$ 1,171.10	\$ 1,226.80	\$ 1,234.00
24 months	\$ 1,172.60	\$ 1,179.40	\$ 1,235.20	\$ 1,242.40
Level 5 Senior Maintainer	\$ 1,205.00	\$ 1,212.10	\$ 1,267.60	\$ 1,275.10
12 months	\$ 1,212.60	\$ 1,219.80	\$ 1,275.20	\$ 1,282.70
24 months	\$ 1,221.00	\$ 1,228.10	\$ 1,283.60	\$ 1,291.10
Level 6 Advanced Maintainer	\$ 1,244.80	\$ 1,252.10	\$ 1,307.40	\$ 1,315.10
12 months	\$ 1,252.40	\$ 1,259.80	\$ 1,315.00	\$ 1,322.70
24 months	\$ 1,260.70	\$ 1,268.10	\$ 1,323.30	\$ 1,331.10
Level 7 Perway Patroller	\$ 1,293.20	\$ 1,300.80	\$ 1,355.80	\$ 1,363.80
12 months	\$ 1,300.80	\$ 1,308.50	\$ 1,363.40	\$ 1,371.40
24 months	\$ 1,309.10	\$ 1,316.80	\$ 1,371.70	\$ 1,379.80
Level 8	\$ 1,410.00	\$ 1,418.40	\$ 1,472.60	\$ 1,481.40
Level 9	\$ 1,460.70	\$ 1,469.40	\$ 1,523.30	\$ 1,532.40
Level 10	\$ 1,511.50	\$ 1,520.40	\$ 1,574.10	\$ 1,583.40

13. SCHEDULE B – NINE DAY FORTNIGHT ARRANGEMENTS

C1304 OF 1988

The Rail Tram and Bus Industry Employees Union Western Australian Branch (formerly known as the "Australian Railways Union of Employees W.A. Branch) and the Public Transport Authority recognise that on 7th October 1988 the parties entered into thirty-eight hour week arrangements, specified in the Order arising out of Matter C No. 1304 of 1988 in the WAIRC and known as the "Nine Day Fortnight Agreement" (copy attached).

The parties continue to recognise the document as the arrangements entered into and will continue to recognise the document as an accurate record that clearly identified the structural changes that occurred at the time.

further meetings convened by the Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth at 12 noon on 5 October 1988 and at 7.00 a.m. on 6 October 1988, the employees resolved to go on strike indefinitely in support of the claim for severance pay; and whereas a further conference of the parties held on 10 October 1988 failed to resolve the matter; now therefore the Commission having regard to the public interest and the interests of the parties directly involved and to prevent any further deterioration of industrial relations in respect of the matters in question, hereby orders in accordance with the provisions of the Industrial Relations Act 1979 that—

1. Each employee of the applicant employer, the subject of this Order, who is, or is eligible to be, a member of the Electrical Trades Union of Workers (Western Australian Branch), Perth shall return to work by 8.00 a.m. on Tuesday, 11 October 1988 and work in accordance with their normal contracts of service. Those employees not attending work at that time will be deemed for the purposes of their Award to have abandoned their employment without notice.

2. There are to be no further bans or limitations of any kind imposed pending the resolution of the dispute by other conciliation or arbitration and all parties to this Order (the Applicant employer, the Respondent union and the employees referred to in 1. above) are to comply with their obligations under the relevant award and Orders of the Commission.

3. The Secretary and officers of the Union shall, in accordance with its Constitution and Rules or otherwise, use their best endeavours to ensure compliance with this Order and any failure to do so will place the Union and its officers in breach.

(L.A.)

(Sgd.) R.M. GEORGE,
Commissioner

RAILWAY EMPLOYEES AWARD No. 18 of 1969

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION
Industrial Relations Act 1979

Section 44

Western Australian Government Railways
Commission

and

Electrical Trades Union of Workers of Australia
(Western Australian Branch), Perth and Others

No. C 1104 of 1988

RAILWAY EMPLOYEES AWARD No. 18 of 1969
Railway Employees Railways

CHIEF COMMISSIONER W.S. COLEMAN
7 October 1988

Order

HAVING heard Mr O. Wood on behalf of the Electrical Trades Union of Workers of Australia (West Australian Branch), Perth, Australasian Society of Engineers, Moulders and Foundry Workers Industrial Union of Workers, Western Australian Branch, Amalgamated Metal Workers and Shipwrights Union of Western Australia and Mr R.C. Wells on behalf of the Australian Railways Union of Workers West Australian Branch and Mr B. Horton on behalf of the Western Australian Government Railways Commission and being satisfied that the parties have reached agreement

on the implementation of an arrangement for seventy six hour nine day fortnight in terms of the requirements to meet cost neutrality and to be subject to ongoing productivity measuring in each work area, and by consent, hereby orders—

That notwithstanding the provisions of the Railway Employees Award No. 18 of 1969 the ordinary hours of work for all wages grade employees engaged in the location specified in Schedules A, B and C of the Agreement entered into between the named unions and the Western Australian Government Railways Commission shall be 38 hours a week and shall be arranged to provide nine working days exclusive of Saturday and Sunday, totalling 76 hours in each fortnight under conditions specified in the following Seventy Six Hour Nine Day Fortnight Agreement.

(L.A.)

(Sgd.) W.S. COLEMAN,
Chief Commissioner

Seventy Six Hour Nine Day Fortnight Agreement

This agreement made in pursuance of the Western Australian Industrial Relations Act 1979, this 7th day of October, 1988, between the Western Australian Government Railways Commission (hereinafter called the Employer) and the Australian Railways Union of Workers (WA Branch), Electrical Trades Union of Australia, WA Branch, Australasian Society of Engineers, Moulders and Foundry Workers Industrial Union of Workers, WA Branch, and the Amalgamated Metal Workers' and Shipwrights Union of Western Australia of the other part, witnessed that the parties hereto mutually covenant and agree to and with the other as follows:

Whereby it is agreed that notwithstanding the provisions of the Railway Employees Award No. 18 of 1969 the ordinary hours of work for all wages grade employees employed in the locations specified in Schedules A, B and C to this Agreement shall be 38 hours a week and shall be arranged to provide nine working days exclusive of Saturdays and Sundays totalling 76 hours in each fortnight under the following conditions:

(1) Hours of Duty: The ordinary hours of work for all employees shall be 38 hours a week and shall be arranged to provide nine working days exclusive of Saturdays and Sundays totalling 76 hours in each fortnight under the following conditions:

(a) 3.5 hours shall constitute the ordinary working hours of any eight days of the fortnight.

(b) Subject to paragraph (4) (b) (i), eight hours shall constitute the ordinary working hours on the ninth or tenthr day in the fortnight.

(c) Where any part of the establishment subject to clause 36 (2) — Shift and/or Night Work of the Award is required to work shifts the ordinary hours of duty in accordance with clause 39 (2) (d) — Hours of Duty of the Award for day shift in that part of the establishment shall be as specified in Schedules A, B and C to this Agreement.

(2) Hours of Attendance: For workers other than shift workers and those whose duties require an earlier or later start time the usual working hours at the place of work will be as specified in Schedules A, B and C to this Agreement.

The times specified in Schedules A, B and C to this Agreement may be varied by agreement between the employer and the employees concerned.

(3) Rostered Day Off. A rostered day off shall be arranged each fortnight and this shall, where practicable, be a Friday or a Monday, except as where otherwise provided for in Schedule C.

As necessary, an employee having the ability and as necessary the appropriate training to carry out the task will be nominated by the employer to undertake the work of other employees absent on a rostered day off and no limit of limitation will be imposed on this requirement while the day fortnight working remains in place.

(4) Work on Rostered Day Off.

(a) Work on locomotives, rolling stock, track, and signals and other work etc., to meet traffic, operational and maintenance needs etc.

(b) Systematic working will not take place on the rostered day off.

(c) Where circumstances allow employees required to work on the rostered day off will be selected from volunteers in accordance with ability to carry out the task. In the event that no suitable volunteers are available, employees will be nominated by the employer, taking into account any reason advanced for not being available on that day.

(d) Any disagreement that the work must be carried out on the rostered day off will be determined by a Board of Reference.

(e) Where there is insufficient time to convene the Board of Reference before the day or shift commences then the work shall proceed as determined by the employer and the Board shall be authorised to determine that overtime rates shall apply in lieu of an alternative day off. In this situation, the work could have reasonably been undertaken during normal working times without holding up normal production.

(f) Employees who with prior notice (see para (6) for "Call out") work on the rostered day off will take their alternative rostered day off on the following Monday or Friday or any other day within the same day fortnight as mutually agreed by the employer and employee. Where the scheduled rostered day off is the last Friday of the working fortnight then the alternative rostered day off shall be taken on the Monday or Friday of the ensuing working fortnight or any other day in that ensuing fortnight as mutually agreed by the employer and employee. The day will not be accumulated. Provided further that in respect to employees provided for in Schedule A, in particular C.1 motor gangs that when extremes of climatic conditions may prevail (eg. heat waves, floods etc) then arrangements may be made to deem the rostered day off in ensuing periods.

(5) General.

(a) For employees required to work on the rostered day off, the length of the shift worked and hours of attendance will be 8.5 hours to provide for an alternative 8.5 hours rostered day off. Where the alternative day off falls on

A day when only eight hours is worked the extra half hour will be paid at ordinary rates.

(b) Subject to paragraph (9) (a) there shall be no extra payment for work on a rostered day off except as determined by the Board of Reference.

(c) Subject to paragraph (15) hereunder, an employee required to work during the usual rest time on the rostered day off shall be paid in accordance with Clause 40 (2) (i) - Overtime, Saturday and Sunday time of the Award.

(d) In the case of an employee in the Civil Engineering or Communications and Signals Branches, where the operational requirements warrant, the usual rest break for all employees may be commenced between the fourth and fifth and a quarter hours from usual commencement time without incurring overtime penalties and may be varied to comprehend the changes in Hours of Attendance times as provided for in Schedules A and B.

(e) Overtime. Overtime provisions will not apply until after the ordinary hours of 8.5 or eight hours as provided in paragraph (1) have been worked on each day.

(6) Call Out.

(a) An employee "called out" for an emergency on the rostered day off, shall be paid in accordance with the normal Award provisions (Clause 40 - Overtime, Saturday or Sunday time) for working on a day normally rostered off day.

(b) Another day off duty is not granted in lieu.

2. Payment of Allowances.

(a) Weekly allowances as prescribed in the Award shall not be reduced as a consequence of the introduction of a one day fortnight.

(b) No higher duty allowances will be paid to employees covered by this agreement when required to act in another capacity (wages or salaries) while the permanent occupant is on a rostered day off duty. Provided that where a worker is rostered in a higher position as Trainmaster or Foreman, Chargebrook Railcar Depot, higher duties payment will apply.

K. Leave and Public Holidays.

(a) An employee on a rostered day off will not be entitled to claim either sick leave or compassionate leave for that day.

(b) Where a public holiday falls on a rostered day off, the preceding or following working day as determined by the employer shall be observed in lieu of the rostered day off.

(c) A paid holiday or a day closed in lieu of work on each day shall be the usual rostered hours of 8.5 or eight as provided in paragraph (1).

(d) Public holiday penalty at time and one half will apply on the first shift of 8.5 hours as provided in paragraph (1).

(e) For the purpose of Clause 23 (3) (b) - Annual Leave and Holidays of the Award eight hours means eight hours at the 40 hour hourly rate or 7.6 hours at the 38 hour hourly rate.

- (8) For the purpose of Clause 35 (1) (a) (i), Annual Leave and Holidays of the Award shall mean annual leave shall mean 152 hours.
- (9) For the purpose of long service leave as prescribed in the General Order for Long Service Leave Conditions, State Government Wages Employees, 13 weeks leave shall mean the usual working hours falling during the period of leave.
- (10) In taking annual or long service leave, if an employee's entitlement expires part way through a day, the employee shall have the option of resuming duty forthwith that day or take the balance of the day as approved leave without pay.
- (11) An employee's sick leave entitlement will be debited on the basis of the ordinary hours usually worked.
- (12) Shift Work.
 - (a) Week day shift work penalties shall apply to employees required to work on the rostered day off.
 - (b) The sequence of shifts shall not be regarded as broken by virtue of the rostered day off.
- (13) Apprentices. To meet their schooling requirements, apprentices may have their rostered day off changed at short notice.
- (14) Work away from Home Depot/Station.
 - (a) Employees required to work at other locations for other purposes will be required to attend for work under the conditions in force at the temporary location.
 - (b) Entitlement to a rostered day off on a nine day fortnight basis or on a 19 day month basis will be determined according to the period of roster and the number of hours worked in the working fortnight.
 - (c) Where because of the operation of paragraph (11) (b) an employee has accumulated extra time toward a nine day fortnight that is not subsequently taken because of the change in location the excess credit time above 76 hours a fortnight or 152 hours a four weekly cycle will be paid for at ordinary rates.
 - (d) Where an employee is required to work away from the home depot/station, selection will be on a voluntary basis in accordance with ability to carry out the work. In the event that no suitable volunteers are available employees will be assigned by the employer to work away after taking into account any extenuating circumstances.
- (15) Productivity. Employees subject to this Agreement shall participate in programmes of measuring and monitoring systems and supervision techniques established by the employer and which have the objective of eliminating or reducing significantly losses related to productivity and communications. No ban or limitations shall be placed by employees on participation in such systems and/or techniques while nine day fortnight working remains in place.
- (16) Trade Offs. The following trade offs agreed to on introduction of the 38 hour week will continue to apply under this nine day fortnight Agreement:
 - (a) Payment of all employees wages into accounts (nominated by the employee) with a Savings Bank, Building Bank

(cheque account), Building Society or Credit Union (Westland or Railway Officers).

- (b) Elimination of washing up time.
- (c) Elimination of afternoon tea breaks in the CWO Engineering Branch.
- (d) Agreement to the elimination of all stop work meetings other than for safety reasons.
- (e) Broadbanding of positions. Introduction of broadbanding is to be at management discretion but subject to consultation and agreement with Unions.
- (f) In the Civil Engineering Branch and the Motive Power Division, employees to commence washing up and/or prepare for departure after the commencement of their meal break and at close of shift. Staff may be permitted by their personal change to wash up after completing particularly dirty assignments as would normally be the case.
- (g) In the Civil Engineering Branch, where operational requirements warrant, the untaken break for all employees may be commenced between the fourth and fifth hour from commencing duty without incurring overtime penalties. However, existing conditions for "Special Teams" will continue to apply.
- (h) In the Motive Power Division, plans maintenance at Portcullis Diesel Depot to be carried out on the day the depot is closed in lieu of doing this work on a Saturday.
- (i) In the Communications and Signals Branch, morning tea breaks to be ordinarily taken between 0930 hours and 0940 hours throughout the branch when practicable and preparation for morning tea, lunch break and knock-off not to be in working time.

(14) Operative Date. This Agreement will commence to operate from 10 October 1988. Provided that at the conclusion of 36 months from the date of commencement of the nine day fortnight where provided for in this agreement, the parties may take the opportunity to review the operation of the agreement.

Signed on behalf of the parties hereto this day of _____, 1988.

Signed _____
For and on behalf of the Western Australian Government Railways Commission.

Signed _____
For and on behalf of the Australian Railway Union or Workers, West Australian Branch.

Signed _____
For and on behalf of the Electrical Trades Council of Australia, Western Australia Branch.

Signed _____
For and on behalf of the Association Society of Engineers, Moulders and Foundry Workers Industrial Union of Workers, WA Branch.

Signed _____
For and on behalf of the Unions of Metal Workers and Shipwrights Union of Workers of Western Australia.

Schedule A.

This Schedule shall apply to workers employed in the Civil Engineering Branch, but shall not apply to Lough Runners and those who are engaged on "Special Teams Conditions" either on a permanent or temporary basis except that the Hours of Duty provisions in this Schedule shall also apply to those on "Special Teams Conditions".

Hours of Duty. The ordinary hours of duty in accordance with paragraph (1). — Hours of Duty; subparagraph (c) of the Agreement shall be between the hours of 0600 hours and 1700 hours Monday to Friday inclusive for the duration of the working of shifts and these hours shall also apply to employees working under "Special Teams Conditions".

Hours of Attendance.

- **Structuring Staff,** including Metropolitan Warden Gang and Road Approach Gang.
- **Mobile Gangs.**

On an 8.5 hour shift	0715 hours to 1615 hours.
On an eight hour shift	0715 hours to 1545 hours.
Lunch	1200 hours to 1230 hours.

• **Carriker Gangs.**

On an 8.5 hour shift	0730 hours to 1630 hours.
(On an eight hour shift)	0730 hours to 1600 hours.
Lunch	1200 hours to 1230 hours.

Provided that between the months of November to March inclusive, by prior arrangement between the employer and employees, the time of commencing duty may be varied to commence no earlier than 0600 hours and no later than 0800 hours with a consequential adjustment to the time of ceasing duty to comprehend an 8.5 hour or eight hour shift as the case may be. Provided further that the commencement of duty after 0730 hours shall only occur in circumstances where the forecasted or existing weather in such that 'heat wave' conditions may prevail. In these circumstances the later commencing time cannot begin until 24 hours notice has been given and shall remain in force for the remainder of the week commencing part way through a week or in discrete periods of one week. As soon as the 'heat wave' conditions cease to prevail the commencing duty time shall revert to that previously applying.

• **Flashbutt Welding Depot.**

On an 8.5 hour shift	0700 hours to 1600 hours.
On an eight hour shift	0700 hours to 1530 hours.
Lunch	1200 hours to 1230 hours.

• **Miscellaneous Staff (eg. Staff engaged on Thermal Welding activities).**

Other employees of the Branch not attached to the locations/group specified in the foregoing will have their hours of attendance — subject to paragraph 1. — Hours of Duty of the Agreement — arranged in accordance with the location at which they are working.

Schedule B.

This Schedule shall apply to workers employed in the Communications and Signals Branch.

Hours of Duty. The ordinary hours of duty in accordance with paragraph (1). — Hours of Duty;

subparagraph (c) of the Agreement shall be between the hours of 0600 hours and 1700 hours Monday to Friday inclusive for the duration of the working of shifts.

Hours of Attendance.

On an 8.5 hour shift	0730 hours to 1630 hours.
Or an eight hour shift	0730 hours to 1600 hours.
Lunch	1200 hours to 1230 hours.

Provided that, between the months of November to March inclusive, by prior arrangement between the employer and employees, the time of commencing duty for field staff may be varied to commence no earlier than 0600 hours and no later than 0800 hours with a consequential adjustment to the time of ceasing duty to comprehend an 8.5 hour or eight hour shift as the case may be.

Schedule C.

This Schedule shall apply to workers employed in the Motive Power Division of the Mechanical Branch, but shall not apply to Leading Car and Wagon Examiners, Car and Wagon Examiners or Train Technicians.

Hours of Duty. The ordinary hours of duty in accordance with paragraph 1. — Hours of Duty; subparagraph (c) of the Agreement shall be between the hours of 0600 hours and 1700 hours Monday to Friday inclusive for the duration of the working of shifts; Provided that for Workers in the Motive Power Section at the Carriage Shed, Forrestfield who at the date of this Agreement commence duty at 0530 hours to service the 'Prospector' shall continue to receive payment for overtime as presently arranged.

Hours of Attendance.

(a) **Day Shift.** On an 8.5 hour or eight hour shift between 0600 hours and 1700 hours the hours of attendance shall be arranged to commence and finish in accordance with work loads and operational requirements at each location.

Lunch. Where commencement of shift is between 0700 hours and 0800 hours a half hour lunch break shall be taken from 1200 hours to 1230 hours. When the commencement of day shift is not between 0700 and 0800 hours a half hour lunch break shall be taken between the fourth and the fifth and a quarter hours.

(b) **Shift Work.** On continuous eight hour or 8.5 hour shifts, where a 20 minute rest time is taken, the hours of attendance shall be arranged to commence and finish in accordance with work loads and operational requirements.

Rostered Day Off. A rostered day off shall be provided in accordance with clause 3, however, for employees in the Carriage Shed, Forrestfield and in the Railcar Depot, Claisebrook, where it is not practicable to arrange a rostered day off on a Friday or a Monday because of the need to maintain adequate staffing levels to meet operational and work load requirements the rostered day off shall be arranged on another day in the working week. Where possible the rostered day off on other than Monday or Friday shall be arranged from volunteers, however, where agreement is not reached a roster to meet this requirement shall be arranged.

Shift Work. The sequence of shifts shall not be deemed broken as a result of rosters being arranged to provide for a worker on shift work to work a day shift within a period of one week so as to cover work loads or operational requirements in order to permit a rostered day off to be cleared by another employee.

Where as a result of the above arrangement, rosters do not provide five consecutive afternoon or night shifts, payment at the rate of four and one quarter shall apply in each shift, other than day shift, in lieu of overtime rates.

14. SCHEDULE C – ALLOWANCES

2022 Clause	Allowance/Penalty	Payment	Methodology for adjustment	From Date of Registration
5.1.1	Afternoon Shift	per hour = round to nearest 1 c	Adjusted annually in line with the State Wage General Order and consistent with the methodology for shift work allowances the Employer has adopted in previous agreements.	\$3.58
	Night Shift		Adjusted annually in line with the State Wage General Order and consistent with the methodology for shift work allowances the Employer has adopted in previous agreements.	\$4.26
	Early Morning Shift		Adjusted annually in line with the State Wage General Order and consistent with the methodology for shift work allowances the Employer has adopted in previous agreements.	\$3.58
	Early/Late (0101 – 0359 hours)		Adjusted annually in line with the State Wage General Order and consistent with the methodology for shift work allowances the Employer has adopted in previous agreements.	\$4.26
	Continuous Night Shift (1800 – 0600 hours)		Adjusted annually in line with the State Wage General Order and consistent with the methodology for shift work allowances the Employer has adopted in previous	\$8.08

			agreements.	
5.1.2(g)	Shifts other than day and five or more consecutive afternoons/nights		Adjusts with Wage Rate	Time and a quarter on the hourly Ordinary Wage Rate for the first eight hours and at the rate of Time and a Half thereafter
5.2	Experience Allowance	Experience Allowance after 12 months	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	\$7.40 for a 38 hour week. \$7.80 for a 40 hour week.
		Experience Allowance after 24 months	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	\$15.50 for a 38 hour week. \$16.30 for a 40 hour week.
5.3	Enterprise Flexibility Allowance		Calculated as 3% of the sum of the Base Wage Rate, plus the annualised leave loading, plus the Experience Allowance.	
0	On call	per hour = round to nearest 1 c	Adjusted in line with adjustments to Schedule H -Overtime of Public Service Award 1992	\$6.15
5.5	Travel Allowance	Rate per km for additional distance travelled	Adjusted in line with variations to Schedule F and G of the Public Service Award 1992.	Refer table below

5.6.3	Meal Allowance (accommodation provided with dining facilities)	daily= round to nearest 5c	Adjusted in accordance with movement from the most recent March quarter index value of the ABS Consumer Price Index - 6401.1 Food (Perth) and the March index value 12 months preceding	\$53.60
5.6.3	Meal Allowance (accommodation provided without dining facilities)	daily= round to nearest 5c	Adjusted in accordance with movement from the most recent March quarter index value of the ABS Consumer Price Index - 6401.1 Food (Perth) and the March index value 12 months preceding	\$40.70
5.6.4	Away from Home Allowance hotel/motel		Adjusted in line with variations to Schedule I, Travelling, Transfer and Relieving Allowances in the Public Service Award 1992.	Refer table below
5.6.4	Away from Home Allowance other than hotel/motel		Adjusted in line with variations to Schedule I, Travelling, Transfer and Relieving Allowances in the Public Service Award 1992.	Refer table below
5.6.8	Incidental Allowance	daily= round to nearest 5c	Adjusted in accordance with movement from the most recent March quarter index value of the ABS Consumer Price Index - 6401.1 All Groups (Perth) and the March index value 12 months preceding	\$15.30
5.6.9 - 5.6.11	Meal Allowance: first meal and second or successive meals	daily= round to nearest 5c	Adjusted in accordance with movement from the most recent March quarter index value of the ABS Consumer Price Index - 6401.1 Food (Perth) and the March index value 12 months preceding	\$13.00

5.6 Away from Home and Meal Allowance			
PARTICULARS	DAILY RATE	DAILY RATE - WITH DEPENDENTS: PERIOD IN EXCESS OF 42 DAYS	DAILY RATE - WITHOUT DEPENDENTS: RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS
WA - Metropolitan Hotel or Motel	\$305.45	\$152.70	\$101.80
Locality South of 26° South Latitude Hotel or Motel	\$208.55	\$104.30	\$69.50
Other than Hotel or Motel	\$93.65		

5.5 Travelling Allowance		
Metropolitan Area		
Rate (cents) per kilometre Motor vehicle Engine Displacement (in cubic centimetres)		
Over 2600cc	Over 1600cc to 2600cc	1600cc and under
89.5	64.5	53.2
Metropolitan Area		
Rate (cents) per kilometre Motor cycle allowance		
31.0		

15. SCHEDULE D – LINEPERSON CLASSIFICATION

LINEPERSON BASE WAGE RATES TABLE (40 HOUR WEEK)

	19 May 2022	19 May 2023
Classification	Weekly Rate	Weekly Rate
Level 1 Trainee Linesperson	\$1,004.20	\$1,064.20
Level 2 Trainee Linesperson	\$1,053.10	\$1,113.10
Level 3 Assistant Linesperson	\$1,351.80	\$1,411.80
Level 4 Linesperson	\$1,434.30	\$1,494.30
Level 5 Senior Linesperson	\$1,496.00	\$1,556.00
Level 6 Advanced Linesperson	\$1,546.60	\$1,606.60

LINEPERSON ORDINARY WAGE RATES TABLE (40 HOUR WEEK) – 1.9% ALL

	19 May 2022	19 May 2023
Classification	Weekly Rate	Weekly Rate
Level 1 Trainee Linesperson	\$1,054.00	\$1,117.00
Level 2 Trainee Linesperson	\$1,105.30	\$1,168.30
Level 3 Assistant Linesperson	\$1,418.80	\$1,481.80
Level 4 Linesperson	\$1,505.40	\$1,568.40
12 months	\$1,512.80	\$1,575.80
24 months	\$1,520.90	\$1,583.90
Level 5 Senior Linesperson	\$1,570.20	\$1,633.10
12 months	\$1,577.60	\$1,640.50
24 months	\$1,585.70	\$1,648.60
Level 6 Advanced Linesperson	\$1,623.30	\$1,686.20
12 months	\$1,630.70	\$1,693.60
24 months	\$1,638.80	\$1,701.70

AGGREGATION METHODOLOGY

WAGE AGGREGATION

Where shift penalties and other allowances for a group of employees working a Shift Work roster are aggregated, the allowances and penalties payable under the Shift Work roster are totalled and averaged across the full roster, and discounted for annual leave.

Establishing an Aggregated Wage Rate allows an employee working that Shift Work roster to receive the same weekly wage rate (before additional hours overtime) for each pay period regardless of the shift penalties and allowances that would otherwise actually be earned by an individual employee when working any particular line of the roster, and to continue to be paid that same rate while on annual leave.

The Aggregated Wage Rate paid to an employee under the following methodology is intended by the parties to be a reasonable approximation of the sum the employee would otherwise be paid averaged over the roster usually worked by the employee.

METHODOLOGY

1. Aggregate Component Calculation

- (a) Start with the relevant hourly Base Wage Rate for the rostered employees as shown in Schedule A – Wages Tables or Schedule D – Linesperson Classifications. This table also shows any relevant Experience Allowance (as per sub clause 5.3 of this Agreement).
- (b) Determine the hourly Ordinary Wage Rate by multiplying the hourly Base Wage Rate by the Annualised Leave Loading factor applicable to the employee group (see sub clause 6.7.9(a) of this Agreement) and round to two decimal points.
- (c) Determine the weekly Ordinary Wage Rate by multiplying that hourly Ordinary Wage Rate by the average number of ordinary hours per week for the rostered employees (as per sub clause 3.2 of the Agreement and any relevant Special Provisions in sub clause 3.10 to 3.12).
- (d) Using the usual Shift Work Roster worked by the rostered employees, establish for the rostered employees:
 - the overall number of hours for early Morning, Afternoon or Night shifts – refer sub clause 5.1.1;
 - the number of Late Shifts – refer to sub clause 5.1.1(d);
 - the number of Monday to Friday shift hours between the minimum number of daily ordinary hours and the maximum number of daily ordinary hours applicable to the rostered employees – refer to sub clause 5.1.2(c);

OR

- the number of Monday to Friday shift hours that are not day shifts as defined by sub clause 5.1.2(d);
- The number of night shifts as defined by sub clause 5.1.2(f)5.1.2(f) (applies to Linespersons).

and then

- the number of rostered hours on a Saturday shift up to the maximum number of daily ordinary hours applicable to the rostered employees – refer to sub clause 5.1.2(g);
- the number of rostered hours on a Sunday shift up to the maximum number of daily ordinary hours applicable to the rostered employees – refer to sub clause 5.1.2(g);
- the number of rostered hours, if any, in excess of the weekly ordinary hours (i.e. the number of hours rostered over the entire roster less the product of the number of weeks covered by the roster and the nominated ordinary weekly hours applicable to the rostered employees) - refer to sub clause 3.5 or as per Special Provision 3.11.8;
- the number of hours that the roster specifies as “on call” (if any) - refer to sub clause 5.4.

(e) Calculate the Aggregate Component by calculating the following items and then summing all the values to give the Aggregate Overall Roster Component for that Shift Work roster:

- the Early Morning, Afternoon & Night Shift hours multiplied by the applicable shift penalty hourly rates; (refer sub clause 5.1.1 for rates);
- the number of Late Shifts multiplied by the applicable shift penalty rate per shift; (Refer sub clause 5.1.1(d) for rates);

OR

- the number of Monday to Friday shift hours that are not day shifts as defined by sub clause 5.1.2(d) multiplied by 0.25 times the applicable hourly Ordinary Wage Rate for the first eight hours of the shift, and at half the hourly Ordinary Wage rate thereafter (applies to Linespersons);
- The number of night shifts as defined by sub clause 5.1.2(f) multiplied by 0.25 times the applicable hourly Ordinary Wage Rate for the first eight hours of the shift, and at the half the hourly Ordinary Wage rate thereafter (applies to Linespersons);

And then

- the number of shift hours on a Saturday up to the maximum number of daily ordinary hours multiplied by half the applicable hourly Ordinary Wage Rate;
- the number of shift hours on a Sunday up to the maximum number of daily ordinary hours multiplied by the applicable hourly Ordinary Wage Rate;
- the number of hours that the roster specifies as “on call” (if any) multiplied by 5.4.2; and (where the parties agree);
- the number of rostered hours, if any, in excess of the weekly ordinary hours multiplied by twice the applicable hourly Ordinary Wage Rate.

2. Average Weekly Aggregate Component Calculation

Determine the Average Weekly Aggregate Component by dividing the Aggregate Overall Roster. Component by the number weeks covered by the Working Lines in the Shift Work roster.

3. Discounting the Averaged Aggregate Component

The Average Aggregate Component is then 'discounted' to allow the Aggregated Wage Rate to be paid during periods of annual leave, by multiplying by $47/52$ (in the case of employees working 24 hour/7 day continuous shift rosters - based on an entitlement to five weeks' annual leave (refer sub clause 6.6.3).

4. Aggregated Wage Rate Calculation

The weekly Aggregated Wage Rate for the rostered employees is established by adding the discounted average weekly aggregate component to the weekly Ordinary Wage Rate plus the EFA (calculated as provided in sub clause 5.3).

CLASSIFICATION STRUCTURE

1. The classifications of employees covered by this schedule are based on the following criteria:

- (a) Job requirements defined by the role, responsibilities, indicative tasks and qualifications; and
- (b) AQF training and Competency Levels which are essential to perform the position.

2. Competency Based Classifications

- (a) Units of Competency: Units of Competency for any particular position will reflect the skills and knowledge required in order to perform the job.
- (b) Classification Determination: AQF levels have been used in the past in the Award to assist in determining classification levels under this Agreement, and refer to the skills and competencies required of employees to perform the core functions of the job.
- (c) Employee obligations: Employees shall be required to maintain currency in their qualifications and competencies they possess. Currency may be maintained by regular performance of tasks requiring the specified skills. Employees who fail to maintain currency of their qualifications or who choose not to carry out duties within their level may be reduced to a lower level. Employees undergoing training for advancement or promotion to a higher level will not be eligible for payment of higher duties allowance when carrying out work at the higher level in connection with their training.
- (d) As a consequence of the Competency based classification structure, employees will be expected to undertake a wider range of tasks provided that such duties are within the limits of the employee's competence and training including work which is incidental and peripheral to the employee's main tasks and without reference to traditional demarcations.

3. Criteria Progression

- (a) Employees will have the opportunity to move progressively from Level 1 to 4 through acquisition of stipulated competencies gained by on the job and off the job training and assessments. Progression beyond Level 4 is subject to a vacancy arising or through reclassification.
- (b) An integral part of this structure is that whilst there is the opportunity to automatically progress to a higher level, it will be expected that employees will still continue to undertake lower level tasks that are associated with that area of operation.
- (c) For criteria progression, appointment to the higher level is subject to the employee satisfactorily completing all of the required training and achieving the competencies essential at the higher level.
- (d) Regression to a lower classification level may occur if an employee is not qualified or competent to perform work, for reasons which may include inability to meet licensing or certification requirements, failure to demonstrate required competencies or physical incapacity. Should an employee be unable to perform tasks at that lower level, the Employer may review the employee's contract of employment.

16. SCHEDULE E – AUTHORISED PERSON CLASSIFICATION

BASE WAGE RATE TABLE – 40 HOUR WEEKLY RATE

Class	19 May 2022	19 May 2023
REA 3 – Authorised Person	\$1,097.30	\$1,157.30
REA 3A – Authorised Person	\$1,129.30	\$1,189.30

ORDINARY WAGE RATE TABLE – 40 HOUR WEEKLY RATE

(Includes Experience Allowance, Annualised Leave Loading and Enterprise Flexibility Allowance)

Class	19 May 2022		19 May 2023	
	1.3% ALL	1.9% ALL	1.3% ALL	1.9% ALL
REA 3 – Authorised Person	\$1,144.9	\$1,151.70	\$1,207.50	\$1,214.70
REA 3A – Authorised Person	\$1,178.3	\$1,185.30	\$1,240.90	\$1,248.30