

**PUBLIC TRANSPORT AUTHORITY/ARTBIU (TRANSPERTH TRAIN OPERATIONS  
RAILCAR DRIVERS) INDUSTRIAL AGREEMENT 2023**

**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

<b>PARTIES</b>	PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA	
		<b>APPLICANT</b>
	-v-	
	AUSTALIAN RAIL, TRAM AND BUS INDUSTRY UNION OF EMPLOYEES, WESTERN AUSTALIA BRANCH	
		<b>RESPONDENT</b>
<b>CORAM</b>	COMMISSIONER T KUCERA	
<b>DATE</b>	TUESDAY, 7 NOVEMBER 2023	
<b>FILE NO/S</b>	AG 25 OF 2023	
<b>CITATION NO.</b>	2023 WAIRC 00868	

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**Result**                      Agreement registered

**Representation**

**Applicant**                      Ms M Fayomi

**Respondent**                      Mr J Dekuyer

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*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 27 September 2023 entitled *Public Transport Authority/ARTBIU (Transperth Train Operations Railcar Drivers) Industrial Agreement 2023 (AG 25 of 2023)* and attached to this order be registered as an

industrial agreement in replacement of the *Public Transport Authority/ARTBIU (Transperth Train Operations Rail Car Drivers) Industrial Agreement 2021* (AG 11 of 2021), which by operation of s 41(8) is cancelled.

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

COMMISSIONER T KUCERA

**PUBLIC TRANSPORT AUTHORITY/ARTBIU  
(TRANSPERTH TRAIN OPERATIONS RAILCAR DRIVERS)  
INDUSTRIAL AGREEMENT 2023**

**1. APPLICATION AND OPERATION**

**1.1. Title**

1.1.1. This Agreement shall be known as the Public Transport Authority/ARTBIU (Transperth Train Operations Railcar Drivers) Industrial Agreement 2023.

1.1.2. This Agreement is in substitution of the Public Transport Authority (Transperth Train Operations Rail Car Drivers) Industrial Agreement 2021.

**1.2. Arrangement**

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### **1.3. Area and Scope**

- 1.3.1. This Agreement extends to and binds all employees who are engaged by the Employer as Trainee Railcar Drivers, Railcar Drivers, Driver Trainers, Tutor Drivers, and Driver Coordinators in the Transperth Train Operations who are members of or eligible to be members of the Union.
- 1.3.2. This Agreement also extends to and binds the:
  - (a) Employer; and the
  - (b) Union.
- 1.3.3. The provisions of the Award will not apply while this Agreement remains in force.
- 1.3.4. This Agreement shall operate throughout the State of Western Australia.
- 1.3.5. As at the date of registration, the approximate number of employees bound by the Agreement is 365.

### **1.4. Term of Agreement**

- 1.4.1. This Agreement shall come into operation from its date of registration.
- 1.4.2. This Agreement will expire at midnight on 16 March 2025 and will thereafter continue in force until a new industrial agreement, award or enterprise order has been registered or made in substitution for this Agreement or until a party retires from the Agreement in accordance with the Act.
- 1.4.3. The Parties subject to this Agreement are to commence negotiations for an industrial agreement to replace this Agreement at least six months prior to its expiry date.

### **1.5. Definitions**

- 1.5.1. "Act" means the *Industrial Relations Act 1979*.
- 1.5.2. "Agreement" means the Public Transport Authority/ARTBIU (Transperth Train Operations Railcar Drivers) Industrial Agreement 2023.
- 1.5.3. "AM/PM Preference System" means the system notified by the Employer to employees in a depot from time to time under sub clause 3.6.8(c) of this Agreement.
- 1.5.4. "Award" means *Public Transport Authority Rail Car Drivers (Transperth Train Operations) Award 2006*.
- 1.5.5. "Base Rate of Pay" means the rate of pay explained and set out in sub clause 4.1 of this Agreement.



- 1.5.6. "Credit Day" means an extra day off accumulating in accordance with sub clause 3.1.2(b) and taken or cashed out in accordance with sub clauses 6.7 and 6.8 of this Agreement.
- 1.5.7. "Day" means 7.6 hours unless the context requires otherwise.
- 1.5.8. "Driver Trainer" is an employee paid in accordance with sub clause 4.1.2 of this Agreement.
- 1.5.9. "Driver Coordinator" is an employee paid in accordance with sub clause 4.1.4 of this Agreement.
- 1.5.10. "Emergency" means a circumstance of an unforeseen nature, for example: Earthquake, epidemic, act of terrorism, accident, or the like, but does not include a shortage of labour or an error in rostering.
- 1.5.11. "Employer" means the Public Transport Authority of Western Australia or its successor.
- 1.5.12. "Full Time Employee" means an employee as defined at sub clause 2.8.
- 1.5.13. "Government Railways" means the term as defined in the *Government Railways Act 1904*.
- 1.5.14. "Guide Roster" means a roster described at sub clause 3.6.8 of this Agreement.
- 1.5.15. "Head of Branch" means the Chief Executive Officer of the Public Transport Authority or their nominee who has the responsibility for metropolitan rail car operations.
- 1.5.16. "Home Depot" means a depot the Employer has nominated as an employee's home depot.
- 1.5.17. "Hourly Reference Rate" means the Reference Rate divided by 40.
- 1.5.18. "Hour's pay" means the total weekly Base Rate of Pay provided for at Schedule 2: Base Rates of Pay of this Agreement divided by 38.
- 1.5.19. "Operational Roster" means a roster described at sub clause 3.6.10 of the Agreement.
- 1.5.20. "Ordinary Hours" means the hours as defined at sub clause 3.1.1 of this Agreement.
- 1.5.21. "Ordinary Time Earnings" means the Base Rate of Pay and rostered shift allowances and weekend penalties where these are the regular pattern of hours determined by reference to the Operational Roster on relevant dates but excluding overtime.
- 1.5.22. "Parties" means the Employer and Union.
- 1.5.23. "Part Time Employee" means an employee as defined at sub clause 2.9.
- 1.5.24. "Public Sector" means all agencies, ministerial offices and non-SES organisations as defined in section 3 of the *Public Sector Management Act 1994*; and employing authorities as defined in section 5 of the *Public Sector Management Act 1994*.

- 1.5.25. "Railcar Driver" is an employee paid in accordance with sub clause 4.1 of this Agreement.
- 1.5.26. "Redeployment period" means the redeployment period as defined by regulation 28 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 1.5.27. "Reference Rate" means the 40 hour weekly base rate of the Level 4 Passenger Ticketing Assistant classification in the Public Transport Authority/ARTBIU Railway Employees (Transperth Train Operations) Industrial Agreement 2022 as amended from time to time or its replacements.
- 1.5.28. "Registered employee" means a registered employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
- 1.5.29. "Registrable employee" means a registrable employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
- 1.5.30. "Regular Day Shift" means a shift commencing between 0600 and 1800 hours the rostered duration of which concludes before 1830 hours.
- 1.5.31. "Rostering Committee" means the committee described at sub clause 3.6.9(b) of this Agreement.
- 1.5.32. "Rostered Day Off" means a period as defined at sub clause 3.6.2.
- 1.5.33. "Shed Duties" means work performed by an employee during a shift for the purposes of clause 5.4 of this Agreement where the employee is confined to the Depot and involved in marshalling and storing of railcars in readiness for service for more than four hours during that shift.
- 1.5.34. "Shift employee" means an employee whose usual hours of duty commence and complete other than during the period 0700 hours and 1730 hours.
- 1.5.35. "Special Event" means a sporting fixture, concert/performance or other event.
- 1.5.36. "Standard Hours" means the hours as defined at sub clause 3.1.2(a), which are paid at base rates only and not at overtime rates.
- 1.5.37. "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.
- 1.5.38. "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*.
- 1.5.39. "Surplus employee" means either a Registrable employee or a Registered employee.

- 1.5.40. "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*.
- 1.5.41. "Trainee Railcar Driver" is an employee paid in accordance with sub clause 4.1.5 of this Agreement.
- 1.5.42. "Trainee Railcar Driver Training Program" means the initial training undertaken by a Trainee Railcar Driver to become accredited to operate suburban railcars.
- 1.5.43. "Transperth Train Operations" means the division of the Employer known by that name or its successor.
- 1.5.44. "Tutor Driver" is an employee paid in accordance with sub clause 4.1.3 of this Agreement
- 1.5.45. "Union" means the Australian Rail, Tram, and Bus Industry Union of Employees, Western Australia Branch".
- 1.5.46. "WAIRC" means Western Australian Industrial Relations Commission.

## **1.6. No Further Claims**

- 1.6.1. The Parties shall not, for the duration of the Agreement, make any application for further wage increases. This includes wage adjustments arising out of State Wage Cases.
- 1.6.2. The Parties undertake that, for the term of the Agreement, there will be no further claims on matters contained in the Agreement except where otherwise provided.

## **1.7. No Precedent**

- 1.7.1. The terms of this Agreement are not to be used for the purposes of the pursuit of wages or conditions claims in any other areas of the Public Sector

## **2. CONTRACT OF EMPLOYMENT**

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

- 2.1.1. The Western Australian Government and the Employer prefer the delivery of public services to be undertaken by its employees.
- 2.1.2. Only in exceptional circumstances and following the Western Australian Government having considered the public interest, will work or functions currently undertaken by employees be privatised or outsourced. Meaningful consultation will occur with the Union and affected employees at the earliest possible opportunity.

2.1.3. If the Western Australian Government identifies work carried out by persons external to the Public Sector which can be returned to the Public Sector in line with its stated preference the Union will be consulted at the earliest opportunity.

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

### **Statements of Government Preference**

2.2.1. The Employer recognises that:

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

2.2.2. The Employer recognises that casual employment, labour hire and other contract for service arrangements are not the preferred methods for delivery of services, and the Employer will work towards minimising the use of casual employment, labour hire and other contract for service arrangements.

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

2.2.4. Prior to engaging, or extending the engagement of, a labour hire employee, or otherwise entering into a new or extended labour hire arrangement, the Employer must first consider whether any permanent Surplus employees can undertake the role or duties required.

2.2.5. All duties undertaken by labour hire employees will be assessed every three (3) months for the possibility of a Surplus employee instead undertaking the role or duties. If a permanent Surplus employee can undertake the role or duties, they will be offered the employment.

2.2.6. 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 Surplus employees are suitable, Registered employees from other employing authorities are considered; and
- (c) if no Registered employees are suitable, Registrable employees from other employing authorities are considered.

### **2.3. Contract of Employment**

- 2.3.1. No person shall be employed as a driver of a railcar on the Government Railways without the approval of the Head of Branch.
- 2.3.2. Such driver shall be trained and assessed in accordance with the Trainee Railcar Driver Training Program or other developmental training program as agreed between the Employer and the Union.
- 2.3.3. The Employer shall advise each employee, prior to the time of engagement:
  - (a) whether their employment is permanent, fixed-term, Full Time and/or Part Time; and
  - (b) that their employment will be subject to the provisions of statutory and Employer rules, regulations, and policies, as amended from time to time.
- 2.3.4. The Employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence, and training.

### **2.4. Fixed Term Contract Employment**

- 2.4.1. Subject to this clause and in accordance with clause 2.3 – Contract of Employment, employees may be employed on contracts having fixed terms.
- 2.4.2. 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.
- 2.4.3. Notwithstanding sub clause 2.4.2, 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 (2) years and the arrangements are being reviewed for possible conversion under the process referred to at sub clause 2.4.9.
- 2.4.4. 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.

2.4.5. In exercising its employing authority, the Employer may only employ a person as a fixed term contract employee in the following circumstances:

- (a) covering one-off periods of relief;
- (b) work on a project with a finite life;
  - (i) where a project is substantially externally funded including multiple external funding, 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.

2.4.6. 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 2.4.5 and such advice shall specify the dates of commencement and termination of employment.

2.4.7. The Employer will provide the Union the names and work locations of all employees on fixed term contracts within twenty-eight (28) days of a request being made in writing.

2.4.8. For the purposes of this clause:

- (a) an 'eligible fixed term employee' is a fixed term employee:
  - (i) who has completed two (2) or more years of service in the same or similar role under one or more fixed term contracts with the Employer, without a break in service; and
  - (ii) has a documented record of satisfactory performance in their role.
- (b) a break in service is between contracts of more than two weeks, attributable to fluctuating demand or business need, or taken at the request of the employee.

Any period between contracts for which payment in lieu of leave has been made by the Employer does not count towards calculating the two (2) week period.

If a question arises in a dispute under this Agreement as to whether a break between contracts constitutes a break in service, it is the responsibility of the Employer to

demonstrate the break was attributable to fluctuating demand or business need, or in response to the employee's request, and was not imposed to avoid an obligation to review or permanently appoint an employee.

- 2.4.9. The Employer must review the contract and the circumstances of the work being performed by the employee at the time of the review to determine whether the fixed term employment meets a circumstance listed in sub clause 2.4.5.
- 2.4.10. The review at 2.4.9 must take place, no later than three (3) 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).
- 2.4.11. If, after carrying out a review referred to in sub clause 2.4.9, the Employer determines the fixed term employment does not meet a circumstance listed in sub clause 2.4.5, the Employer must appoint the employee permanently to the same position at their current FTE.
- 2.4.12. The requirement at 2.4.11 does not apply if the PTA's Chief Executive Officer (or delegate) certifies in writing that the role performed by the fixed term employee can no longer be funded from within the PTA's approved salary expense limits.
- 2.4.13. If, after carrying out a review referred to in sub clause 2.4.9, the Employer determines the fixed term contract meets a circumstance listed in sub clause 2.4.5, the Employer must give the employee in writing no later than two (2) weeks after the date of completing the review:
- (a) a statement of the review outcome and the reasons for it; and
  - (b) a plain-language summary of the Employer's obligations under this clause to appoint eligible fixed term employees to permanent employment, and the actions the employee can take if they disagree with the review outcome.
- 2.4.14. For the purposes of 2.4.9, if an eligible fixed term employee is employed under multiple fixed term contracts with the Employer, each contract and the circumstances of the work being performed under it is to be reviewed individually.

## **2.5. Probation - New Employees**

- 2.5.1. A new employee shall be appointed as a Trainee Railcar Driver and undertake an initial mandatory training program.
- 2.5.2. If at any time during the training program the new employee's performance or conduct as a Trainee Railcar Driver 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.
- 2.5.3. Following accreditation to operate railcars on the urban rail system, a Trainee Railcar Driver will be offered appointment to the position of Railcar Driver subject to completion of a three (3) month probationary period in the position of Railcar Driver.
- 2.5.4. During the probationary period the employee's work performance will be monitored and advice on performance will be provided to the employee as appropriate.
- 2.5.5. The probationary period may be extended at the Employer's discretion for a period of up to a further three (3) months, subject to the approval of the Divisional General Manager or their delegate.
- 2.5.6. A further extension beyond that provided in sub clause 2.5.5 may occur if agreed in writing between the Employer and the Union.
- 2.5.7. Appointment to the position of Railcar Driver will be confirmed at the conclusion of the probationary period subject to satisfactory performance and conduct during this period.

## **2.6. Probation - Existing Employees**

- 2.6.1. An existing employee of the Employer shall be appointed as a Trainee Railcar Driver and undertake an initial mandatory training program.
- 2.6.2. If at any time during the training program the existing employee's performance or conduct as a Trainee Railcar Driver is not satisfactory the Employer may revert the existing employee to their substantive position. If that position is no longer available, the Employer may appoint the employee to a different position at an equivalent level to the one the employee held prior to commencing as a Trainee Railcar Driver.
- 2.6.3. Following accreditation to operate railcars on the urban rail system, an existing employee who has been appointed as a Trainee Railcar Driver will be offered appointment to the position of Railcar Driver subject to completion of a three (3) month probationary period in the position of Railcar Driver.
- 2.6.4. During the probationary period the employee's work performance will be monitored and advice on performance will be provided to the employee as appropriate.



- 2.6.5. The probationary period may be extended at the Employer's discretion for a period of up to a further three (3) months, subject to the approval of the Divisional General Manager or their delegate.
- 2.6.6. A further extension beyond that provided in sub clause 2.6.5 may occur if agreed in writing between the Employer and the Union.
- 2.6.7. Appointment to the position will be confirmed at the conclusion of the probationary period subject to satisfactory performance and conduct during this period.
- 2.6.8. If an existing employee's appointment to the position of Railcar Driver is not confirmed, the employee will revert to their substantive position or to a position at an equivalent level to the one the employee held prior to commencing as a Trainee Driver.

## **2.7. Probation – Promotional Positions**

- 2.7.1. An existing employee will be offered appointment to a position of Driver Trainer or Driver Coordinator subject to completion of a three (3) month probationary period from the date of commencement in the position.
- 2.7.2. During the probationary period the employee's work performance will be monitored and advice on performance will be provided to the employee as appropriate.
- 2.7.3. The probationary period may be extended at the Employer's discretion for a period of up to a further three (3) months, subject to the approval of the Divisional General Manager or their delegate.
- 2.7.4. A further extension beyond that provided in sub clause 2.7.3 may occur if agreed in writing between the Employer and the Union.
- 2.7.5. Appointment to the position will be confirmed at the conclusion of the probationary period subject to satisfactory performance and conduct during this period.
- 2.7.6. If an existing employee's appointment to the position of Driver Trainer or Driver Coordinator is not confirmed, the employee will revert to the substantive position the employee held prior to appointment.

## **2.8. Full Time Employee**

- 2.8.1. An employee engaged on a seventy-six (76) hour fortnight basis.

## **2.9. Part Time Employee**

- 2.9.1. An employee engaged to work an average of fewer than seventy-six (76) hours per fortnight and shall be entitled to all the conditions of employment of a Full Time Employee on a pro rata basis, other than Credit Days.

## **2.10. Job Share**

- 2.10.1. The Employer may agree to two (2) employees entering into a job share arrangement where a full time job is shared between the two (2) employees. Applications to job share must be cost neutral to the Employer and will be assessed on an individual basis for suitability to operational requirements. Employees entering into a job share arrangement must be employed in the same classifications and at the same Home Depot.
- 2.10.2. The Employer and the relevant employees will enter into a written job share agreement covering operating conditions such as hours of employment, absence from employment due to annual leave, personal leave and any other relevant matters.
- 2.10.3. If the arrangement would comply with this Agreement if the work were being done by one employee, then where there is any conflict between the job share agreement and the provisions of this Agreement dealing with part time employment, the job share agreement shall prevail.
- 2.10.4. The Employer may terminate the job share arrangement by giving four (4) weeks' notice to the relevant employee/s if any of the following events occur:
  - (a) the employment of one of the employees involved in the job share arrangement is terminated by the Employer or the employee;
  - (b) the arrangement is no longer consistent with the operational requirements of the business.
- 2.10.5. In the circumstances of sub clause 2.10.4 any ongoing employment will require the resumption of full time duties at a location determined by the Employer following consultation with the affected employee/s unless an alternative arrangement is agreed between the employee/s and the Employer.

## **2.11. Termination by Employer**

- 2.11.1. The employment of any employee (other than a probationary employee as referred to in sub clause 2.5.7) may be terminated by a period of at least four (4) weeks' notice, provided that an employee has not been dismissed on the grounds of serious misconduct, in which case the employee shall be paid up to the time of dismissal.
- 2.11.2. In addition to the notice period provided above, the notice period is increased by one (1) additional week if the employee is over forty-five (45) years of age and has completed two (2) years' continuous service with the Employer.
- 2.11.3. Payment in lieu of notice prescribed in clause 2.11 – Termination by Employer, shall be made if the appropriate notice period is not given. The employment may be terminated by part of the period specified and part payment in lieu thereof.

- 2.11.4. In calculating any payment in lieu of the notice the Employer shall pay the employee the Ordinary Time Earnings before overtime for the period of notice had the employment not been terminated.
- 2.11.5. The period of notice an employee must give to the Employer is the same as applies to the Employer, except the extra week for being forty-five (45) years of age. The Employer and the employee may agree to a shorter period of notice without payment or forfeiture of payment in lieu.

## **2.12. Stand Down**

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

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

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

- 2.12.2. Subject to the Employer's approval, the employee may apply to have the day or part day paid as annual leave, a Credit Day or leave in lieu of public holidays provided the employee has such leave entitlement.
- 2.12.3. Any period for which the employee is not paid under the provisions of sub clause 2.12.1 will count as service for the accrual of leave to which the employee would otherwise be entitled under this Agreement, provided that the employee resumes work as required at the end of such period.

## **2.13. Employees Performing Higher Duties**

2.13.1. An employee engaged in performing duties that carry a higher classification within this Agreement than the employee's ordinary classification shall be paid the higher rate as follows:

- (a) where the employee is engaged for more than one half day or shift they shall be paid for the day or shift;
- (b) where the employee is employed for one-half or less than one half of one day or shift they shall be paid the higher rate for the time actually worked;
- (c) any acting of less than twenty (20) minutes shall not be counted or paid.

2.13.2. Where an employee is engaged in performing duties that carry a higher classification within this Agreement than the employee's ordinary classification, the conditions applicable to the higher duties shall apply.

2.13.3. Any employee required to perform work in a lower grade for any shift or portion thereof shall not have their wages reduced whilst employed in such lower capacity.

## **2.14. Unsatisfactory performance**

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

2.14.2. 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 WAIRC to deal with the matter.

## **2.15. Discipline**

### **2.15.1. Definitions**

(a) “Breach of Discipline” includes:

(i) an act of misconduct; or

(ii) negligence or carelessness of an employee in the performance of their functions; or

(iii) a conviction for an offence listed at sub clause 2.15.18;

(b) “Chief Executive Officer” means the Chief Executive Officer or their nominated representative, and for the purpose of sub clause 2.15.18 or 2.15.21, 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 2.15.4.

(d) “General Manager” means the General Manager, Transperth Train Operations.

(e) “Investigator” will be the person given responsibility to investigate on behalf of the Employer an alleged Breach or Breaches of Discipline by an employee.

(f) “Misconduct” shall have its ordinary meaning.

2.15.2. 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.

2.15.3. Notwithstanding sub clause 2.15.5, 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.

2.15.4. *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 earlier of the date on which the General Manager had first knowledge of the act or the date a substantive complaint or report was received by the Manager Investigations;
- (c) will be issued to the employee within twenty-eight (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 2.15.26, formal disciplinary action cannot be taken;
- (d) will record the nature of the Employer's suspicion sufficiently clearly 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 fourteen (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 2.15.25; 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 2.15.8.

- 2.15.5. 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.
- 2.15.6. 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.
- 2.15.7. 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.
- 2.15.8. *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 2.15.26; 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 2.15.17.

- 2.15.9. *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.
- 2.15.10. 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.
- 2.15.11. 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.
- 2.15.12. During a discipline process an employee may have an independent support representative present at any meeting. However that representative is only to provide support and is not to engage in the discussion unless the person conducting the investigation deems it appropriate to do so. The representative must be reasonably available and cannot be a person involved in the matter under investigation.
- 2.15.13. 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 2.15.4 to 2.15.8 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 2.15.4 to 2.15.8 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 2.15.4 to 2.15.8 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.
- 2.15.14. The Investigator will at the conclusion of the investigation report to the Chief Executive Officer on the investigation and on the findings open to the Chief Executive Officer. For the avoidance of doubt, the Investigator's report and findings are provided to assist the Chief Executive Officer. It remains open to the Chief Executive Officer to consider all evidence and relevant factors in determining a decision.

- 2.15.15. 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.
- 2.15.16. 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.
- 2.15.17. *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 any investigation;
  - (b) the results of any 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 2.15.26.
- 2.15.18. *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 2.15.21 should be applied.



2.15.19. 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; or
  - (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.

2.15.20. 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 2.15.21, subject to sub clause 2.15.22. 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.

2.15.21. 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.

2.15.22. 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.

2.15.23. 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 WAIRC by a party on the employee's behalf under sub clause of 8.1.5 of this Agreement.

- 2.15.24. Stand Down from Operational Duties: During the course of an investigation, an employee may be stood down from Operational duties. The Chief Executive Officer may provide alternative duties or allow the employee not to attend the workplace. Where the employee is a Shift employee, the employee will be paid a wage equivalent to weekly base rate plus afternoon shift penalties until a final determination is made. If a finding of breach of discipline is not made against the employee, the employee will be paid the difference between the weekly base rate plus afternoon shift penalties and the average of the employee's weekly pay in the three months prior to date the employee was stood down from operational duties.
- 2.15.25. 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.
- 2.15.26. The minimum periods specified in clause 2.15 in which a notification is to be given or a determination is to be made will be extended:
- (a) by reason of a delay caused by the employee or their representative, to the extent of the delay;
  - (b) by reason of the absence from duty of the affected employee through illness or injury or other authorised leave, to the extent of that absence;
  - (c) by reason of a request for suspension by the employee 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 the employee is charged with a criminal offence, to the extent of the duration of that investigation;
  - (d) by reason of any extension granted under sub clauses 2.15.4(e) or 2.15.17(d); or
  - (e) by mutual agreement between the Parties.

## **2.16. Redeployment and Redundancy**

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

- 2.16.2. The Employer and prospective Employer will assess the Suitability of a Surplus employee broadly which includes, but is not limited to:
- (a) acknowledging that the employee's classification level illustrates core competencies for that classification level;
  - (b) providing sufficient weight to the employee's knowledge, skills and experience; and
  - (c) recognising the transferability of skills to roles where a direct fit may not exist.
- 2.16.3. The Employer and prospective Employer will seek to place Surplus employees in suitable positions in accordance with sub clause 2.16.2
- 2.16.4. The Employer will provide Surplus employees with direct access to priority vacancies through the online Recruitment Advertising Management System.
- 2.16.5. The Employer will provide Surplus employees with case management in line with the Public Sector Commission's Redeployment and Redundancy Guidelines and the Public Sector Commission's Redeployment and Redundancy Guidelines Appendix A – Case Management or any revised arrangement subsequent to the review of the redeployment and redundancy provisions. The Employer will ensure that Surplus employees are provided with an appropriately skilled case manager/s, a skills audit and continual support to find Suitable employment.
- 2.16.6. Upon notification of registration, the Employer 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.
- 2.16.7. Where the Employer is able to do so consistent with Commissioner's Instruction No. 12 – Redeployment and Redundancy, the Employer may Suspend the Redeployment period of a Registered employee for the duration that the employee is participating in retraining, a secondment or other employment placement arrangement. Where suspension of the total duration would exceed the allowable duration under Commissioner's Instruction No. 12 – Redeployment and Redundancy, the Employer may Suspend the Redeployment period for the portion allowable.
- 2.16.8. When a Registered employee enters the last three months of their Redeployment period, the Employer will notify the Union as soon as possible.

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

#### **3.1. Hours of Work**

- 3.1.1. The Ordinary Hours of full-time employment shall be seventy six (76) hours per fortnight, and shall consist of up to ten (10) shifts which shall constitute a fortnight's work.
- 3.1.2. For the purposes of sub clause 3.1 – Hours of Work, the seventy six (76) hour fortnight shall be worked in accordance with the following provisions:
- (a) The Standard Hours of full-time employment in each fortnightly cycle will be eighty (80) hours.
  - (b) Four (4) hours in each fortnightly cycle will be accumulated towards Credit Days, which may be cleared in accordance with sub clause 6.8 – Taking of Leave or be cashed out in accordance with sub clause 6.7 – Cashing out of Leave Entitlements.
  - (c) For the purpose of Credit Days accumulation, the four hours shall be pro rated against the total guaranteed hours for the fortnight where the number of hours worked in the cycle are less than eighty (80) hours as referred to in sub clause 3.2.3.

#### **3.2. Guaranteed Fortnight's Work**

- 3.2.1. Full Time Employees: The Employer shall guarantee to each Full Time Employee a full fortnight's work of at least eighty (80) hours except during such period as by reason of any action on the part of any section of its employees or for any cause beyond the control of the Employer, it is unable wholly or partially to carry on the running of the trains. Each fortnight shall stand by itself.
- 3.2.2. Part Time Employees: The Employer shall guarantee to each Part Time Employee a fortnight's work of their agreed Standard Hours for that fortnight, except during such period as by reason of any action on the part of any section of its employees or for any cause beyond the control, it is unable wholly or partially to carry on the running of the trains. Each fortnight shall stand by itself.
- 3.2.3. Periods of long service leave, workers' compensation, or the total hours of any form of leave without pay, will be deducted from the hours guaranteed each fortnight in accordance with this clause. Each day of long service leave will be considered as eight (8) hours for the purpose of the adjustment, provided that where an employee accesses less than 7.6 hours long service leave on a day, the hours so accessed will be deducted from the guaranteed fortnight.

### **3.3. Overtime**

#### **3.3.1. Additional Hours Overtime**

- (a) Additional hours overtime is additional time worked in the form of extensions to rostered shifts of which less than forty-eight (48) hours' notice is given or additional shifts.
- (b) The Employer shall arrange as far as practicable that shifts not be extended beyond nine (9) hours and an employee shall not be required to remain on duty for more than ten (10) hours except in cases of Emergency or where relief cannot be provided.
- (c) Additional hours overtime may be worked by agreement.
- (d) The Employer may require any employee to work reasonable additional hours, and the employee must comply with the requirement unless they have a reasonable excuse, which should be raised and discussed with the employee's supervisor at the time the requirement is notified.
- (e) In determining whether additional hours are reasonable hours the following factors may be taken into account:
  - (i) any risk to employee health and safety from working the additional hours;
  - (ii) the employee's personal circumstances, including family responsibilities;
  - (iii) Transperth Train Operations' operational requirements;
  - (iv) any notice given by the Employer of any request or requirement to work the additional hours;
  - (v) any notice given by the employee of their intention to refuse to work the additional hours;
  - (vi) the employee's hours of work over the four (4) weeks' ending immediately before the employee is required or requested to work the additional hours;
  - (vii) whether the additional hours are on a public holiday;
  - (viii) any other relevant matter.
- (f) Where an employee has a prior planned family or community commitment or medical appointment and can, where required by the Employer, provide proof that would satisfy a reasonable person of the existence of that prior planned commitment or appointment then a refusal by the employee to work additional hours conflicting with that commitment or appointment will not be unreasonable.

- (g) Where the Employer determines an employee's refusal to be unreasonable, the employee shall work the additional overtime as directed unless it is resolved otherwise under the Dispute Resolution Procedure prior to the shift.

3.3.2. Rostered overtime is overtime in excess of the Standard Hours, which may be scheduled when the roster is first posted in accordance with sub clause 3.6.10, or may be scheduled in a change to the roster in accordance with sub clause 3.6.11.

### 3.3.3. Overtime Penalties

- (a) Where more than one penalty applies to time worked, the highest penalty only will be paid.

- (b) All time worked by:

- (i) a Full Time Employee in excess of eighty (80) Standard Hours in any fortnightly cycle; or

- (ii) a Part Time Employee in excess of their agreed Standard Hours in any fortnightly cycle;

shall be paid at the rate of time and a half.

- (c) Where a change to the posted roster, of which at least forty-eight (48) hours notice has been given, extends the length of a shift then no overtime shall be payable by reason of that extension unless the extension causes the rostered hours worked in the fortnightly cycle to exceed or further exceed eighty (80) hours, not including hours paid as additional hours.

- (d) All time worked as additional hours Monday to Friday shall be paid at the rate of time and a half.

- (e) All additional hours worked on a Saturday or a Sunday shall be paid at the rate of double time.

- (f) Where an employee is called upon to work additional hours or rostered overtime during the employee's Rostered Day Off the employee shall be paid at the rate of double time for that overtime worked, but not for any Standard Hours rostered between 0000 hours and 0400 hours on a Rostered Day Off.

### 3.3.4. Saturday and Sunday Penalty Rates

- (a) All Standard Hours worked on Saturdays by Shift employees shall be paid at time and a half.

- (b) All time worked on a Sunday shall be paid at the rate of double time.

- (c) For the avoidance of doubt, where a shift commences on one day and concludes on the following day, hours will be paid at the rate applicable to the day on which they were worked.

### 3.3.5. Penalties for Working on Public Holidays

- (a) Employees shall be paid for all time worked on a public holiday at the rate of time and a half for the first eight (8) hours worked on any shift on that day and at the rate of double time and a half for all time worked in excess of eight (8) hours on any shift.
- (b) In addition to the payment described in sub clause 3.3.5(a), an employee rostered or otherwise required to work on a public holiday, at the employee's election, shall either:
  - (i) be paid a sum equal to eight (8) hours pay at the Base Rate of Pay; or
  - (ii) be granted eight (8) hours' leave with pay (to be known as leave in lieu of public holidays) which an employee can clear in accordance with sub clause 6.8 – Annual Leave.
- (c) For the avoidance of doubt, no other penalties, including penalties under sub clause 3.3.3 of this Agreement, are payable for work on a public holiday.

## 3.4. Shift Breaks

- 3.4.1. An employee who works a shift which is greater than five (5) hours in duration shall be entitled to a paid shift break of twenty (20) minutes in duration. Unless alternative arrangements are agreed to by the Parties, shift breaks shall be rostered to commence after at least three (3) and before more than five (5) hours of duty.
- 3.4.2. The Employer shall not require an employee to continue to remain in control of their railcar for longer than five (5) hours and fifteen (15) minutes on a shift without having commenced a shift break during that shift, unless:
  - (a) there is no reasonably practicable alternative due to:
    - (i) an accident or Emergency; or
    - (ii) any other unforeseeable circumstances that make it necessary to delay the shift break to avoid serious disruption to the Employer's railcar services; and
  - (b) the Employer has decided that it is safe to do so.
- 3.4.3. When an employee is on duty for more than ten (10) hours then the employee will be entitled to a shift extension allowance instead of an entitlement to a second shift break and a meal allowance. The shift extension allowance will be a sum equal to 0.75 Hours'

Pay at the Base Rate of Pay. The Employer will endeavour, where practicable, to arrange a second shift break of fifteen (15) minutes duration where it is expected that an employee will be on duty for more than ten (10) hours.

### **3.5. Minimum Time Off Duty**

- 3.5.1. Each employee shall be allowed off duty for a minimum of twelve (12) hours, except as provided hereunder.
- 3.5.2. Where a shift is extended:
  - (a) the period off duty shall be calculated from the actual time the employee is released from duty by the Employer; and
  - (b) where the next rostered shift would not give the employee the minimum period off duty, the employee shall request and receive confirmation from the supervisor of the time the employee is actually required to commence the next shift.
- 3.5.3. The Employer shall not arrange for an employee who has not been allowed the minimum period off duty to commence a shift while there is another qualified employee available who has had the minimum period off duty.
- 3.5.4. When an employee is brought on duty without having been allowed the minimum period off duty, the employee shall be paid:
  - (a) Where the employee has been allowed at least eleven (11) hours off duty, at the double rate for the difference between the actual time off duty and twelve (12) hours; and
  - (b) Where the employee has been allowed less than eleven (11) hours off duty, as if they had been continuously on duty from the time the employee booked on the shift preceding that period off duty.

### **3.6. Rostering Arrangements**

- 3.6.1. Rosters when first posted shall show four (4) Rostered Days Off in each fortnightly cycle.
- 3.6.2. A Rostered Day Off as provided for in sub clause 3.6.1 shall be either:
  - (a) Twenty-four (24) hours commencing 0001 hours to 2400 hours on the day designated as the Rostered Day Off; or
  - (b) where the preceding rostered shift ends between 0000 hours and 0400 hours, the day on which that shift ends, provided either that:
    - (i) there is a minimum period off duty of thirty-two (32) hours between the end of that shift and the commencement of the next shift; or



- (ii) the employee agrees to a shorter period off duty before the commencement of the next shift, for example to enable the employee to work an additional overtime shift or to permit a mutual roster change.
- 3.6.3. No rostered shift shall be less than five (5) hours for a Full Time Employee or less than three (3) hours for a Part Time Employee and no rostered shift shall be more than nine (9) hours.
- 3.6.4. The maximum number of consecutive shifts an employee may be required to work will be ten (10).
- 3.6.5. Subject to sub clause 3.6.9(d), and to any alternative arrangement agreed between the Parties to this Agreement, the posted roster may include rostered overtime for an employee of up to a maximum of five (5) hours more than the eighty (80) Standard Hours in a fortnightly cycle for the purposes of a Special Event or other exceptional circumstance.
- 3.6.6. Unless otherwise agreed between the Parties to this Agreement, for the period of this Agreement the Employer will roster employees using two roster types being a Guide Roster and an Operational Roster, provided that the Parties to this Agreement may agree the use of Guide and Operational Rosters at each depot.
- 3.6.7. The period of the roster cycle will be at the Employer's discretion, involving consultation with the Rostering Committee.
- 3.6.8. Guide Roster
  - (a) Unless otherwise agreed between the Parties to this Agreement, a Guide Roster will be compiled which displays a work day and Rostered Day Off pattern and starting and finishing times for each shift except for relief lines.
  - (b) No entitlement to or expectation of earnings will arise from the Guide Roster.
  - (c) Where enough employees at a depot volunteer to be allocated exclusively to the relief lines and rostered on an AM/PM Preference System, the Employer may maintain such a system at that depot. The Employer shall notify employees of the terms of any AM/PM Preference System or of any change to the system before employees volunteer to be rostered under that system.
- 3.6.9. Changes to Guide Roster
  - (a) The Guide Roster will only be modified to accommodate changes of a long term nature unless otherwise agreed between the Parties to this Agreement.
  - (b) Where the Employer proposes to modify the Guide Roster or compile a new Guide Roster, it will do so in consultation with the affected employees, including:

- (i) Establishing and meeting with a Rostering Committee comprised of no more than four (4) Employer representatives and the following employee rostering representatives elected by employees:

- Claisebrook Depot – two (2) rostering representatives.
- Mandurah Depot – one (1) rostering representative and one proxy.
- Nowergup Depot - one (1) rostering representative and one proxy.

The term of employee rostering representatives shall be for the term of the Industrial Agreement. The election of employee rostering representatives will be held within three (3) months of the registration of this Agreement. Where a position falls vacant before the expiry of the Agreement or an elected rostering representative is unavailable due to undertaking another role outside of the scope of this Agreement, the vacancy shall be filled in a manner agreed between the Parties. Where additional depots open during the life of the Agreement, an election specific to the new depot or depots will occur to ensure one rostering representative and one proxy be available to participate in the Rostering Committee.

- (ii) Posting the proposed Guide Roster at least six (6) weeks, unless otherwise agreed between the Parties to this Agreement, before it is proposed to come into operation, to provide all employees the opportunity for at least three (3) weeks to make further comment to permit final changes before the Operational Roster based on the new Guide Roster is posted.
- (c) The Employer will compile the Guide Roster in consultation with employees and will genuinely consider comments received during the consultation process. The Employer will while this Agreement is in force be entitled to post a Guide Roster which it determines best balances the operational requirements of the business, including the reliability, safety and cost effectiveness of the service offered to the community, fatigue management and the attractiveness of the roster to employees, provided the Guide Roster complies with this Agreement and with the specific fatigue management rules (currently FAID) adopted by the Employer, and in particular:
- (i) there is no rule limiting the number of trips which may be rostered in a day; and
- (ii) the provision within the roster of variety of work will be at the discretion of the Employer, with no rule requiring it to be provided on any day or within any fortnightly roster cycle.

- (d) Notwithstanding sub clause 3.6.9(c), the Employer agrees while this Agreement remains in force, unless otherwise agreed between the Parties to this Agreement, to compile and post Guide Rosters which roster:
  - (i) fortnights Monday to Sunday;
  - (ii) five (5) days worked and two (2) days off in each Monday to Sunday week, for no less than 90% of the time;
  - (iii) a maximum of nine (9) consecutive shifts;
  - (iv) no more than eighty-five (85) hours in any Monday to Sunday fortnight provided that, where a majority of the employee representatives on the Rostering Committee agree, some fortnights may exceed eighty-five (85) hours as an exception to this rule where in their opinion it enables a roster to be constructed which is more balanced overall.

#### 3.6.10. Operational Roster

- (a) The Operational Roster is the actual roster that the Employer is requiring the employees to work and will show all shifts to be worked for the period of the roster.
- (b) In addition to maintaining the requirements of a sub clause 3.6.9(d), the Operational Roster will display shift times and the location where the shift break is anticipated to be taken. The details of the relief line working will also be incorporated unless otherwise agreed between the Parties to this Agreement.
- (c) The lines of work for employees on successive Operational Rosters will follow each line of work on the Guide Roster in sequence by:
  - (i) as far as reasonably practicable following the Rostered Day Off pattern in the Guide Roster except for periods of rostered leave, training, alternate duties, or performance management; and
  - (ii) taking the timing of shifts in the Guide Roster into account as a relevant factor in the compilation of the Operational Rosters.
- (d) Following an authorised absence from work, the Operational Roster for an employee will resume following the line on the roster that they would have reached if no absence from work had occurred. If the absence exceeds six (6) months, this may not be guaranteed.
  - (i) Subject to sub clause 3.6.5 and to any alternative agreed between the Parties to this Agreement, the Operational Roster may include rostered overtime with employees able to be rostered for up to eighty-five (85) hours per fortnightly cycle, provided that:

- (ii) the average Standard Hours worked by all rostered employees in any fortnightly cycle under any posted Operational Roster shall not exceed eighty (80); and
  - (iii) any objection by an employee to being rostered to work overtime shall be raised with the employee's supervisor by the end of their second rostered and worked shift after the roster is posted and shall be dealt with as if it were an objection to working additional hours.
- (e) Unless otherwise agreed between the Parties to this Agreement, each fortnightly cycle of the Operational Roster should be posted three (3) weeks in advance by Thursday at 1300 hours unless there are mitigating operational circumstances, in which case the roster will be posted by 1300 hours on Friday.
  - (f) Where an employee requests a change to their Operational Roster within five (5) calendar days after the Operational Roster has been posted, the Employer will consider that request. The decision whether to agree to the request shall be within the managerial prerogative of the Employer, provided that the shift as rostered is not unreasonable. Where a request is not agreed to, the employee will be required to work the shift as posted unless it is resolved otherwise under the Dispute Resolution Procedure prior to the shift.

#### 3.6.11. Changes to Operational Roster

- (a) The Employer may make reasonable changes to the posted Operational Roster.
- (b) Where an employee's roster is changed, the employee will be paid based on the hours actually worked by the employee unless there is an express prior written agreement to the contrary between the Employer and the employee with regard to that specific change. For the avoidance of doubt such written agreements must be endorsed by the Head of Branch.
- (c) For the avoidance of doubt, a change to the roster does not give rise to an entitlement to be paid overtime other than under sub clause 3.3.3.
- (d) Where the Employer proposes to change a shift on the posted Operational Roster, the Employer will notify the employee of the proposed change in accordance with this sub clause and the change takes effect when the employee agrees or is deemed to have agreed to the change.
- (e) Unless otherwise agreed between the Parties to this Agreement, the Employer will be deemed to have notified the employee of any proposed change if, as well as indicating the change on the posted Operational Roster:

- (i) the change is recorded in a list updated daily, of changes made to Operational Rosters (other than wholesale changes) kept on the sign-on counter of the employee's Home Depot; or
  - (ii) where there have been wholesale changes to the Operational Roster, the Employer has made an entry in the General Order Book and sent an email to all affected staff advising of the changes.
- (f) Provided that any change to a Rostered Day Off, except for the allocation of overtime, requires prior agreement with the employee.
- (g) If an employee does not object by the end of their second rostered and worked shift after the Employer's notification, it will be deemed they have agreed to the change.
- (h) Where the employee advises the Employer that they object to the proposed change and advises of their reasons, the Employer will either withdraw the proposed change or refer it for consideration by the relevant Depot Manager.
- (i) The Depot Manager will give the employee the opportunity to be heard and will then decide whether they consider the proposed change to the Operational Roster is reasonable, taking into account all relevant factors including, but not limited to:
- (i) whether the change results in rostered overtime, in which case the factors listed at sub clause 3.3.1(e) will also be relevant - note that a reduction in make-up pay is not a relevant factor;
  - (ii) the notice given by the Employer to the employee of the proposed change;
  - (iii) the notice given by the employee to the Employer of the employee's intention to refuse to agree to the change;
  - (iv) whether the shift is a standby shift, and is therefore more liable to change at shorter notice than other shifts;
  - (v) the effect of the shift change on the employee (including the extent of variation from the posted shift);
  - (vi) the employee's personal circumstances (including family responsibilities);
  - (vii) fatigue management guidelines;
  - (viii) Transperth Train Operations' operational requirements;
  - (ix) the extent to which appropriate alternative arrangements are available;
  - (x) the extent to which the need to make the change and the notice given to the employee of the change was within the Employer's control; and

- (j) If the employee's objection to the roster change is not considered reasonable, the Depot Manager may direct the employee to work the altered shift.
  - (i) At the written request of the employee, the Depot Manager shall provide the employee with the reasons for the response referred to in 3.6.11(i) in writing.
- (k) Any further dispute arising from the shift change may be dealt with under clause 8.1 - Dispute Resolution Procedure of the Agreement, provided that:
  - (i) where at least two (2) weeks' notice has been given of the change to the roster; or
  - (ii) where the shift was a standby shift;

the employee will be required to work the altered shift as directed unless it is resolved otherwise under the Dispute Resolution Procedure prior to the shift.
- (l) The provisions of this Agreement dealing with Changes to the Operational Roster do not apply to Trainee Railcar Drivers.

#### 3.6.12. Mutual Roster Changes Between Employees

- (a) Except as otherwise agreed between the Parties to this Agreement, an employee may apply to exchange shifts with a fellow employee within the same classification at the same depot providing the application:
  - (i) is in writing in the required form (if any) signed by both employees;
  - (ii) is provided to the relevant rostering officer at least two (2) days prior to the proposed change coming into effect;
  - (iii) does not breach fatigue management principles;
  - (iv) does not breach any condition of this Agreement; and
  - (v) is cost neutral to the Employer.
- (b) Applications will be considered by the relevant rostering officer and where accepted by the officer will be endorsed on the Operational Roster.
- (c) Where a mutual exchange is accepted, the hourly rate and penalties paid to each of the employees who exchange shifts shall be paid based on the shifts actually worked by each employee.

## **4. WAGES**

### **4.1. Classification and Pay Rates**

- 4.1.1. Pay rates applying to employees covered by this Agreement are shown in Schedule 2: Base Rates of Pay.
- 4.1.2. The Base Rate of Pay for a Driver Trainer is established relative to the Base Rate of Pay for a Railcar Driver plus 6%.
- 4.1.3. The Base Rate of Pay for a Tutor Driver is established relative to the Base Rate of Pay for a Railcar Driver plus 10%.
- 4.1.4. The Base Rate of Pay for a Driver Coordinator is established relative to the Base Rate of Pay for a Railcar Driver plus 18%.
- 4.1.5. The following provisions apply to Trainee Railcar Drivers:
  - (a) the Base Rate of Pay for a Trainee Railcar Driver shall be 85% of the Base Rate of Pay for a Railcar Driver;
  - (b) this rate will apply to a Trainee Railcar Driver for the duration of the training period until the Trainee Railcar Driver has passed the assessment in accordance with the Trainee Railcar Driver Training Program;
  - (c) Trainee Railcar Drivers shall be required to undertake training during all shift work hours across the whole roster cycle.
- 4.1.6. Schedule 2: Base Rates of Pay, provides for wage adjustments applying from 17 March 2023, the date of registration for Tutor Drivers, and 17 March 2024.
- 4.1.7. An employee who is employed by the Employer on 19 July 2023 receives a payment equivalent to the additional wages that would have been paid had the wages in Schedule 2 been paid on and from 17 March 2023.
- 4.1.8. The Base Rates of Pay prescribed under this sub clause are not subject to future minimum wage adjustments as prescribed by section 50A of the Act.

### **4.2. Remuneration Packaging**

- 4.2.1. An employee may, by agreement with the Employer, enter into a remuneration packaging arrangement in accordance with the Employer's Salary Packaging Agreement or any similar remuneration packaging arrangement offered by the Employer.
- 4.2.2. Remuneration packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined in sub clause 4.2.3) of an employee, can be reduced by and substituted with another or other benefits.

- 4.2.3. For the purpose of this sub clause, Total Employment Cost (TEC) is defined as the cost of wages and other benefits aggregated to a total figure or TEC, less the cost of compulsory employer superannuation guarantee contributions.
- 4.2.4. The TEC for the purpose of remuneration packaging is calculated by adding:
- (a) the base wage;
  - (b) other cash allowances, e.g. annual leave loading;
  - (c) non cash benefits, e.g. superannuation, motor vehicle etc;
  - (d) any Fringe Benefits Tax (FBT) liabilities currently paid; and
  - (e) any variable components, where commuted or annualised.
- 4.2.5. Where an employee enters into a remuneration packaging arrangement they will be required to enter into a separate written agreement with the Employer that sets out the terms and conditions of the arrangement, including an irrevocable signed agreement to allow the Employer to deduct from the employee's wages any outstanding liabilities to be paid.
- 4.2.6. Notwithstanding any remuneration packaging arrangement, the wage rate specified in sub clause 4.1 - Classification and Pay Rates is the basis for calculating related entitlements specified in this Agreement.
- 4.2.7. The remuneration packaging arrangement must be cost neutral in relation to the total cost to the Employer.
- 4.2.8. 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.
- 4.2.9. 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 salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.
- 4.2.10. In the event of significant increases in FBT liability or administrative costs relating to arrangements under this sub clause, the employee may vary or cancel a remuneration packaging arrangement.
- 4.2.11. The cancellation of remuneration packaging will not cancel or otherwise affect the operation of this Agreement.
- 4.2.12. The Employer shall not unreasonably withhold agreement to remuneration packaging on request from an employee.



4.2.13. The Dispute Resolution Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this sub clause. Where such a dispute is not resolved, either party may refer the matter to the WAIRC.

#### **4.3. Payment of Wages**

4.3.1. Subject to the following provisions of this sub clause 4.3, wages shall be paid fortnightly no later than each alternate Thursday.

4.3.2. All employees' wages will be paid into accounts (nominated by each employee) with a savings bank, trading bank (cheque account), building society or credit union.

4.3.3. The Employer shall provide each employee with access to electronic pay advice with capacity for printed advice in respect of each payment of wages.

#### **4.4. Recovery of Underpayments**

4.4.1. Where an employee is underpaid in any manner:

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

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

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

#### **4.5. Recovery of Overpayments**

- 4.5.1. The Employer has an obligation under the *Financial Management Act 2006* to account for public monies. This requires the Employer to recover overpayments made to an employee.
- 4.5.2. Any overpayment identified and proven and made to an employee will be repaid to the Employer within a reasonable period of time.
- 4.5.3. Where an overpayment is identified and proven, the Employer will provide the employee with the written details of the overpayment and notify the employee of their intent to recover the overpayment.
- 4.5.4. Where the employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the Employer and employee.
- 4.5.5. 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.
- 4.5.6. If an amount of repayment cannot be agreed to between the Employer and employee as per 4.5.5 above, the Employer may not deduct or require an employee to repay an amount exceeding 10% of the employee's net pay in any one pay period without the employee's agreement. This will be confirmed in writing with the employee.
- 4.5.7. 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 sub clause 8.1 – Dispute Resolution Procedure. No deductions relating to the overpayment shall be made from the employee's pay while the matter is being dealt with in accordance with the Dispute Resolution Procedure.
- 4.5.8. Nothing in this provision shall be taken as precluding the Employer's legal right to pursue recovery of overpayments.
- 4.5.9. 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.

#### **4.6. Workers' Compensation**

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

## **5. ALLOWANCES AND FACILITIES**

### **5.1. Shift Work**

- 5.1.1. **Monday to Friday:** The Employer may, if the Employer so desires, work any part of its business on shifts in accordance with the provisions contained in Schedule 1. The allowances set out in Schedule 1 are applicable on or after 17 March 2023 and will be adjusted in accordance with movements in the Hourly Reference Rate. This includes retrospective adjustments where there are delays in replacing the Public Transport Authority Railway Employees (Transperth Train Operations) Industrial Agreement.
- 5.1.2. **Saturday and Sunday:** The penalties payable on Saturdays and Sundays are specified at sub clause 3.3.4 Saturday and Sunday Penalty Rates.

### **5.2. Temporary Transfer Allowance**

- 5.2.1. When an employee is required to commence and conclude a shift at a metropolitan depot other than the Home Depot, or for Trainee Railcar Drivers — Claisebrook depot (or other central training depot determined by the Employer), to which the employee is stationed, the following shall apply:
- (a) When the distance the employee is required to travel from the employee's usual place of residence to the depot from which the employee is temporarily working is greater than the distance the employee is required to travel from their usual place of residence to the employee's Home Depot (or for Trainee Railcar Drivers — Claisebrook depot (or other central training depot determined by the Employer)), the employee shall be paid an allowance per kilometre in both directions calculated on the extra distance the employee is required to travel. Such allowance as specified in this paragraph is in recognition of the cost and time taken for the extra distance to be travelled.
  - (b) The allowance payable per kilometre will be:
    - (i) \$2.04 where the Depot Manager of the employee's Home Depot is satisfied that the employee is not reasonably able to use public transport to travel to and from the other depot; and otherwise
    - (ii) Half the figure nominated in paragraph (i) of this sub clause where the Depot Manager of the employee's Home Depot is satisfied that the employee is reasonably able to use public transport to travel to and from the other depot.
  - (c) The rates referred to in this sub clause shall be adjusted by the Employer from time to time during the term of the Agreement by reference to changes to the median of the Perth metropolitan Tariff 1 weekday rates per kilometre charged by all licensed taxis in Perth. The adjustment shall take effect from the date nominated by the

Employer, which shall be no later than twenty-eight (28) days after being notified in writing by the Union of a change to the median weekday rate.

### **5.3. On Call Allowance**

- 5.3.1. Employees may be directed by the Employer to be on call. An employee placed on call will be required outside the employee's Standard Hours of duty to:
- (a) remain at the employee's residence or to otherwise be immediately contactable by telephone or other means; and
  - (b) remain in a state of readiness in case of a call out: and if called out immediately return to duty.
- 5.3.2. Employees placed on call outside their Standard Hours of duty will be paid an allowance of \$5.02 per hour for all time on call. The allowance will not be paid during the time the employee is paid working time following recall to duty.
- 5.3.3. Where an employee objects to being directed to be on call, the objection will be dealt with as if it were an objection to working additional hours.
- 5.3.4. Where an employee has volunteered to be on call, it is deemed to be reasonable for the Employer to direct that employee to return to duty while they are on call. An employee who while on call is not contactable, fails to respond or is not in a state of readiness when called upon to return to duty:
- (a) will not be paid the allowance for the period the employee was required to be on call; and
  - (b) will be liable to disciplinary proceedings.
- 5.3.5. The Employer shall make at least two (2) attempts within six (6) minutes to contact the employee and shall record the time of each attempted contact.

### **5.4. Shed Duties Allowance**

- 5.4.1. Railcar Drivers shall be paid an allowance of 1% of the Railcar Driver's weekly Base Rate of Pay per shift they are engaged in Shed Duties.
- 5.4.2. Trainee Railcar Drivers shall be paid an allowance of 0.85% of the Railcar Driver Base Rate of Pay per shift they are engaged in Shed Duties.

	<i>Public Transport Authority/ARTBIU (Transperth Train Operations Railcar Drivers) Industrial Agreement 2023</i>	
	Shed Duties Allowance as at 17 March 2023	Shed Duties Allowance as at 17 March 2024
Railcar Driver (1%)	\$16.62	\$17.22
Trainee Railcar Driver (0.85%)	\$14.12	\$14.63

### **5.5. Suburban Electric Railcar Allowance**

- 5.5.1. While this Agreement is in force, the suburban electric railcar allowance paid to employees rostered to work as a driver on the suburban rail system will not be paid. For the purpose of history, this allowance was absorbed into the base rates of pay for employees except Trainees.

### **5.6. Uniforms**

- 5.6.1. Employees are at all times to be well presented and wearing the supplied uniform in the manner prescribed.

- 5.6.2. Unless otherwise agreed between the Parties, the Employer will provide a bag and the following initial issue of uniforms for Railcar Drivers:

- 5 shirts
- 3 trousers and/or shorts
- 1 vest or jumper
- 1 belt
- 1 cap
- 5 pairs of socks
- 1 jacket
- 1 pair footwear
- 1 wet weather jacket
- 1 wet weather trousers (if requested)

- 5.6.3. Each year, unless otherwise agreed between the Parties, an employee may nominate that the Employer provide up to a total of 5 new items from the following options:

- Shirts (one shirt counts as one item)
- Trousers and/or shorts (up to 3) (one pair of trousers or shorts counts as one item)
- 1 vest or 1 jumper (either but not both)
- Socks (5 pairs of socks count as one item)

- 5.6.4. On the basis of "fair wear and tear" an employee may:

- (a) replace footwear, wet weather jacket or wet weather trousers;
- (b) after a minimum of one (1) year's usage, exchange a belt or a cap; and
- (c) after a minimum of four (4) years' usage, exchange a jacket.

5.6.5. Items of clothing will be replaced or exchanged on the basis of 'fair wear and tear'. Where an item of uniform has deteriorated to a point where its continued use would be detrimental to the objective of being well presented, then any such item of uniform will be replaced upon presentation of the old item. Any item of uniform that is damaged beyond repair, or is uneconomical to repair, will be replaced without cost to the employee providing the damaged item is returned.

5.6.6. Items of clothing will be supplied as standard sizes, and any alterations required are to be at the employee's expense.

## **5.7. Knowledge of Routes**

5.7.1. Where an employee is required to learn a new route, this will be achieved by any one or a combination of the following methods, as determined by the Employer:

- (a) being rostered with a qualified employee who has knowledge of the routes; and/or
- (b) the use of simulators; and/or
- (c) any other safe and reasonable method.

5.7.2. Where an employee is unfamiliar with a route and requests to travel the route with a qualified employee who has knowledge of the route, the Employer will not unreasonably refuse that request.

## **5.8. Free Rail Travel**

5.8.1. Free intrastate rail travel shall be made available to existing employees at the date of registration of the Agreement and their dependants in accordance with the conditions specified in the Suburban and Country Rail and Road Coach Passes Policy Rev 2.02, a copy of which shall be supplied to the Union. The entitlements existing at the day on which this Agreement comes into operation shall not be reduced without agreement between the Employer and the Union.

5.8.2. Any new employee employed after registration of the Agreement will be subject to the provisions of the Employer's Employee Travel Passes Policy as modified or updated from time to time.

## **6. LEAVE**

### **6.1. Public Holidays**

6.1.1. The following days shall be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Labour Day, Western Australia Day, Celebration Day for the Anniversary of the Birthday of the Reigning Sovereign, Christmas Day and Boxing Day.

When any of the days mentioned in sub clause 6.1.1 falls on a Saturday or a 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.

In each case the substituted day shall not be a holiday.

6.1.2. When any of the days mentioned in sub clause 6.1.1 above falls on an employee's Rostered Day Off the Employer and the employee may agree that the employee shall receive:

(a) An additional 7.6 hours Base Rate of Pay; or

(b) 7.6 hours leave in lieu of public holidays may be allowed where at least six (6) weeks' notice has been given in accordance with sub clause 6.8 – Taking of Leave; or

(c) An additional 7.6 hours leave in lieu of public holidays to be taken in conjunction with a period of annual leave, in accordance with sub clause 6.8 – Taking of Leave.

6.1.3. When an employee works on a Public Holiday, sub clause 3.3.5 applies.

6.1.4. 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. Additional Day for Easter Sunday**

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

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

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

6.2.4. The day of leave:

- (a) is not available to an employee who is on any period of leave without pay;
- (b) is paid at the Base Rate of Pay;
- (c) can be added to annual leave or taken individually;
- (d) must be 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.

**6.3. Personal Leave**

6.3.1. An employee who is unable to attend or remain at their place of employment during their rostered hours of work by reason of personal circumstances shall be entitled to payment during such absence in accordance with the following provisions.

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

6.3.3. 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.

6.3.4. Personal circumstances, in relation to an employee, means –

- (a) personal illness or injury affecting —
  - (i) the employee; or
  - (ii) a member of the employee's family or household;
- (b) an unexpected emergency affecting a member of the employee's family or household.

6.3.5. "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, stepchild or grandchild of the employee (including an adult child, stepchild or grandchild);
- (c) a parent, stepparent or grandparent of the employee;



- (d) a sibling of the employee;
- (e) any other person who, at or immediately before the relevant time for assessing the employee's eligibility to take leave, lived with the employee as a member of the employee's household.

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

6.3.7. References to illness in this sub clause include physical and psychological ill health.

### **Mental Health**

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

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

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

### **Entitlement**

6.3.11. A Full Time Employee is entitled to seventy-six (76) hours of paid personal leave per annum.

6.3.12. Subject to this sub clause, an employee shall be paid personal leave at the employee's Base Rate of Pay. In addition, payment shall include:

- (a) Shift allowances as prescribed by Schedule 1;
- (b) Saturday and Sunday penalty rates as prescribed by sub clause 3.3.4;

which the employee would have received had the employee not ceased duty on account of illness or injury. Provided that no personal leave payment shall be made for additional shifts or overtime which the employee would have worked.

6.3.13. 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 the employee not been absent.

- 6.3.14. Provided that if the employee was engaged on the duties of another classification within this Agreement carrying a higher rate and was entitled to payment at that higher rate for the whole of the day or shift immediately prior to ceasing duty and the employee resumed duty after the absence in the same higher position the employee shall be paid for personal leave at that higher rate.
- 6.3.15. Personal leave entitlements due under this sub clause will accrue pro rata on a weekly basis. In sub clause 6.3.11 “per annum” does not include any period of unpaid leave.
- 6.3.16. Part Time Employees accrue personal leave pro rata according to Standard Hours worked.
- 6.3.17. Unused portions of paid personal leave shall accumulate from year to year and may be availed of the next or succeeding years.
- 6.3.18. Leave of absence due to personal circumstances is not authorised personal leave unless taken as entitlement under the terms and provisions of this sub clause. 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.
- 6.3.19. 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.
- 6.3.20. Continuity of service and the accrual of leave will not be affected by an employee taking paid personal leave.
- 6.3.21. If in the first or successive years of service with the Employer an employee is absent on the ground of personal circumstances, as described in sub clause 6.3.4 for a period longer than their entitlement to paid personal leave, payment may be adjusted at the end of that year of service, or at the time the employee's service terminates (if before the end of that year of service) to the extent that the employee has become entitled to further paid personal leave during that year of service.

**Duty to Notify**

- 6.3.22. An employee, being unable to attend for duty due to personal circumstances, shall notify the employee's supervisor at least 3 hours before the time the employee is rostered for duty (except where it is not reasonably possible to do so) of their inability to attend for duty, the nature of the personal circumstances and the estimated duration of the absence.

- 6.3.23. An employee who is absent from duty and whose next rostered working shift commences prior to 1200 hours must inform the employee's supervisor of the employee's availability for duty by no later than 1500 hours the previous day. Where the employee's next rostered shift commences at or after 1200 hours the employee must inform the supervisor of the employee's availability for duty by 0500 hours on the same day.
- 6.3.24. Where an employee has not notified the Employer in accordance with sub clauses 6.3.22 or 6.3.23 or, following the employee's failure to attend duty as a result of personal illness or injury; the Employer shall be under no obligation to engage the employee until the following working day.

### **Evidence**

- 6.3.25. An employee who claims to be entitled to personal leave may be required to provide to the Employer evidence that would satisfy a reasonable person of the authenticity of any absence claimed to result from personal circumstances. The evidence may be required regardless of whether or not the employee claims payment for the absence.
- 6.3.26. Notwithstanding 6.3.25 an employee is to produce to the Employer proof 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 supporting evidence in any one year, calculated from 1 July; or
  - (b) which exceeds two (2) consecutive days;
- failing which, the employee will not be entitled to the benefits of this provision.
- 6.3.27. Where the Employer has good reason to believe that an absence within the first four (4) cumulative days may not be reasonable or legitimate, the Employer may request evidence be provided in any case. The Employer must provide the employee with reasons for requesting the evidence. The payment shall not be granted where the absence is not reasonable or legitimate.
- 6.3.28. For the purposes of this Agreement, the following provides guidance as to the minimum requirement to constitute evidence that would satisfy a reasonable person in an application for personal leave under sub clause 6.3.3(a):
- (a) a medical certificate from a medical practitioner confirming the employee is unfit for work; or
  - (b) other certificate from a pharmacist or registered health care provider; or
  - (c) other evidence of the personal circumstances acceptable to a reasonable person.

- 6.3.29. An employee who claims to be entitled to paid or unpaid personal leave under sub clause 6.3.3(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 to the Employer of the personal circumstances of the family 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 of the employee's family or household acceptable to a reasonable person if requested by the Employer to do so.
- 6.3.30. For the purposes of this Agreement, the following provides guidance as to the minimum requirement under 6.3.29 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.
  - (d) Evidence of the employee's relationship and the nature of support required to be provided to the member of the employee's family or household acceptable to a reasonable person (e.g. a signed statement).

It is at the discretion of the Employer as to whether the evidence provided is satisfactory justification for the entitlement to personal leave under sub clause 6.3.3(b).

- 6.3.31. Where an employee is ill during the period of annual leave and produces at the time, or soon thereafter, medical evidence to the satisfaction of the Employer that the employee was, as a result of the employee's illness, confined to their place of residence or a hospital for a period of seven (7) days, the employee may with the consent of the Employer, be granted at a time convenient to the Employer additional leave equivalent to the period during which the employee was so confined.
- 6.3.32. Where an employee is ill during the period of long service leave and produces at the time, or soon thereafter, medical evidence to the satisfaction of the Employer that the employee was, as a result of the employee's illness, confined to their place of residence or a hospital for a period of fourteen (14) days, the employee may with the consent of the Employer, be granted at a time convenient to the Employer additional leave equivalent to the period during which the employee was so confined.

## **Absenteeism Management**

- 6.3.33. Where the Employer has raised and documented concerns with an employee about the number and/or timing of their personal leave absences without clear explanation in the previous six (6) months, the Employer:
- (a) may require, for the next three months medical practitioner certificates, dental practitioner certificates or, where specified in advance by the Employer, certificates from another health professional or allied health professional;
  - (b) may extend the period referred to in 6.3.33(a) for a further three (3) month period should personal leave absences without clear explanation or evidentiary support continue during this period;
  - (c) may cancel or reduce the period referred to in (a) and (b) where the concerns are considered to have been resolved.
- 6.3.34. Any notification to an employee under 6.3.33 shall be provided in writing by the Employer.
- 6.3.35. Employees will be provided with an opportunity to explain the number and/or timing of personal leave absences over the six-month period prior to implementation of the process contained in sub clause 6.3.33.
- 6.3.36. The evidence required in sub clause 6.3.33 will replace the provisions of sub clause 0 of this Agreement.
- 6.3.37. The Employer will not use the process contained in sub clause 6.3.33 for employees who have produced evidence of an ongoing health problem or that a person in their care has an ongoing health problem and are taking personal leave due to that health problem.
- 6.3.38. Subject to 6.3.39, an employee who does not comply with sub clauses 6.3.25 or 6.3.29 is not entitled to personal leave under sub clause 6.3.1 unless the Employer agrees to provide the leave despite the non-compliance.
- 6.3.39. Where the Employer rejects a claim for personal leave on the basis that the evidence provided is not satisfactory then an employee who contends that the evidence provided would satisfy a reasonable person shall raise that claim with the Employer under sub clause 8.1 – Dispute Resolution Procedure.

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

- 6.3.40. 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.
- 6.3.41. Personal leave without pay not exceeding a period of three (3) 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 (3) months in a continuous absence, the period in excess of three (3) months is excised from qualifying service.
- 6.3.42. 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 6.3.3(b). However, other forms of leave, including unpaid carer's leave and leave without pay, may be available.

### **Workers' Compensation**

- 6.3.43. 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.
- 6.3.44. Since January 1, 1953, a period of personal leave without pay granted to an employee on account of an illness compensable under the provisions of the *Workers' Compensation and Injury Management Act 1981*, does not affect the anniversary date of personal leave credits, long service leave entitlements or annual leave entitlements provided the period of leave granted does not exceed six (6) months in a continuous absence. Where the period of personal leave granted does not exceed six (6) months in a continuous absence, only the period in excess of six (6) months is excised from qualifying service.

### **6.4. Unpaid Carer's Leave**

- 6.4.1. Subject to the provisions of paragraph (b) of this sub clause, an employee is entitled to unpaid carer's leave of up to two days for each occasion (a "permissible occasion") on which a member of the employee's family or household requires care or support because of:
- (a) personal circumstances affecting the member; or
  - (b) the birth of a child of the member.

- 6.4.2. 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.
- 6.4.3. The definition of family or household is the same as provided in sub clause 6.3.5.
- 6.4.4. The Employer may grant an employee unpaid carer's leave in excess of two days.
- 6.4.5. Unpaid carer's leave may be taken on an hourly basis.

**6.5. Personal Leave for War Caused Illnesses**

- 6.5.1. An employee who produces evidence from the Department of Veterans' Affairs stating that the employee has an accepted injury or disease, will be credited special paid leave of 15 working days per annum.
- 6.5.2. For the purpose of this clause, an accepted injury or disease means:
  - (a) a war-caused or defence-caused injury or disease that has been accepted under the *Veteran's Entitlements Act 1986*; or
  - (b) a defence-related injury or defence-related disease that has been accepted under the *Safety Rehabilitation and Compensation (Defence-related Claims) Act 1988*; or
  - (c) a service injury or service disease that has been accepted under the *Military Rehabilitation and Compensation Act 2004*.
- 6.5.3. 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 illness or injury related to the accepted injury or disease; and
  - (d) may be accessed despite normal personal leave credits being available.
- 6.5.4. An application for paid leave under this clause is to be supported by evidence that would satisfy a reasonable person of the entitlement.

## **6.6. Bereavement Leave**

6.6.1. 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, stepchild, foster child or grandchild of the employee (including an adult child, stepchild or grandchild);
- (d) a parent, stepparent, foster parent or grandparent of the employee;
- (e) a parent-in-law or former parent-in-law of the employee;
- (f) a brother, sister, stepbrother or stepsister of the employee; or;
- (g) any other person who, at or immediately before that person's death, lived with the employee as a member of the employee's household;

be eligible for up to three (3) days' paid bereavement leave at the Base Rate of Pay.

6.6.2. 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.

6.6.3. The three (3) days' need not be consecutive.

6.6.4. Bereavement leave is not to be taken during any other period of leave, including periods of unpaid leave, workers compensation or in any case where the employee concerned would have been off duty in accordance with the roster.

6.6.5. 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.

6.6.6. An employee requiring more than three (3) days' bereavement leave in order to travel interstate or overseas in the event of the death of a person referred to in sub clause 6.6.1 or 6.6.2 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.



#### 6.6.7. Travelling time for Regional Employees

- (a) Subject to prior approval from the Employer, an employee entitled to bereavement leave and who, as a result of such bereavement, travels to a location within Western Australia that is more than 240 km from their workplace, will be granted paid time off for the travel period undertaken in the employee's ordinary working hours up to a maximum of 15 hours per bereavement. The Employer will not unreasonably withhold approval.
- (b) The Employer may approve additional paid travel time within Western Australia where the employee can demonstrate to the satisfaction of the Employer that more than two (2) days travel time is warranted.

#### 6.6.8. The provisions of sub clauses 6.6.7(a) and 6.6.7(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.

### **6.7. Cashing Out of Leave Entitlements**

#### 6.7.1. The Employer may approve the cashing out of the following forms of leave:

- (a) accrued long service leave;
- (b) up to 50% of any annual leave accrued by an employee during any completed year of service;
- (c) hours accumulated for clearance as credit days;
- (d) accrued leave in lieu of public holidays.

#### 6.7.2. Requests to cash out leave shall be in writing and consistent with the provisions of any relevant Employer policies. They shall usually be made in conjunction with the submission of leave requests during the nomination period for the leave roster process under sub clause 6.8 of this Agreement. Requests to cash out leave made at other times may be approved at the discretion of the Employer, taking into account operational requirements and the reason the request was not made at the usual time.

- 6.7.3. An employee, who has not requested to cash out Credit Days on a fortnightly basis may request and the Employer may approve the cashing out of up to sixty-four (64) hours to be accumulated for Credit Days in advance of their accumulation over the next year, or pro rata for a shorter period.
- 6.7.4. If the number of Credit Days cashed out in advance exceeds the number of Credit Days accumulated by the employee over the relevant period, payment may be adjusted at the end of that period or when the employee's service terminates if the employee's service terminates before the end of the relevant period.
- 6.7.5. The minimum amount of accrued long service leave which may be cashed out at any time is four weeks.
- 6.7.6. Except where the Employer is satisfied there are extenuating circumstances, a minimum of three weeks' accrued leave must be taken in a calendar year for any application to cash out long service leave or annual leave to be approved.

## **6.8. Taking of Leave**

- 6.8.1. An employee will take a minimum of three (3) weeks' leave for recreational purposes in a financial year in blocks of a minimum of a week.
- 6.8.2. The Employer may consider alternative arrangements for the taking of annual leave, including periods of one day, subject to operational requirements.
- 6.8.3. An employee may apply to defer the part of their annual leave entitlement to be taken in the following year. The decision to grant or refuse the application will be at the Employer's discretion.
- 6.8.4. At the time of application, an employee seeking deferment must nominate specific provisional dates in the following leave year when the deferred leave can be cleared and the Employer's decision to grant the application will constitute an agreement that the leave will be taken on those dates. The employee may submit a further leave request for the deferred leave during the next leave roster process confirming or seeking to vary the provisionally agreed dates, which will be treated no less favourably than a new leave request. In the absence of a further leave request, the employee will be rostered on leave on the provisionally agreed dates.
- 6.8.5. An employee may apply to defer all or part of their long service leave entitlement to be taken in the following year. The decision to grant or refuse the application will be at the Employer's discretion.

#### 6.8.6. Leave Roster Process

The leave roster process is as follows unless otherwise agreed between the Parties to this Agreement:

- (a) Each year prior to 15 March, the Employer will require all employees to submit leave requests by 30 April nominating their preferred dates in the twelve months, commencing 1 July, to clear:
  - (i) total annual leave calculated up to 30 June that year;
  - (ii) all uncleared accumulated hours for Credit Days calculated up to 30 June that year and (unless the employee has requested to cash them out on a fortnightly basis or to cash out Credit Days in advance) at least 5 further Credit Days expected to accumulate in the next year;
  - (iii) any accrued long service leave;
  - (iv) all accumulated leave in lieu of public holidays; and
  - (v) any purchased leave.
- (b) Following this leave nomination period, the Employer will consider the requested dates and prepare and post at each depot by 31 May a draft leave roster identifying the dates upon which each employee will go on leave and resume duty.
- (c) The Employer shall prepare and post a final leave roster by 21 June for leave that is to commence from 1 July each year and employees will be rostered for leave in the Employer's rostering and payroll systems in accordance with the final leave roster.
- (d) The Employer may elect not to roster all of the leave described in sub clause 6.8.6(a) provided that the total un-rostered leave for any employee as at 1 July each year shall not exceed 40 hours unless the employee has applied to defer leave.
- (e) The final leave roster is not to be departed from except for reasons of illness or injury, accident, or operational requirements not foreseeable at the date of preparing the roster, unless otherwise agreed between the employee and the Employer.
- (f) After the final leave roster has been posted, an employee may mutually change leave dates with another employee within the same classification at the same depot on the same roster, providing that the amount of leave being mutually changed is identical.
- (g) While reasonable attempts will be made to accommodate preferred dates, the final allocation may be different to ensure the number of employees on leave each week can be accommodated within operational requirements.

- (h) Where the number of requests for leave in a particular period exceeds the number which can be accommodated, the Employer will have regard to the previous year's leave roster when determining which employees will be granted leave.
- (i) Should the dates proposed not be acceptable to an employee, then the dispute resolution process may be implemented by the employee.
- (j) If an opportunity to release an employee on leave becomes available on the leave roster due to resignation/change of circumstances of another employee, then another employee may apply to take leave at that time.
- (k) After the posting of the final leave roster, any application to vary, change, or occupy newly available dates, or request for mutual swap is to be made as soon as practical but not later than eight (8) weeks prior to leave being taken. Any variation is subject to the number on leave being consistent with operational requirements and any rostering/fatigue requirements.
- (l) Applications received less than eight (8) weeks prior to leave being taken will not generally be allowed but may be approved solely at the Employer's discretion.
- (m) Where annual leave or long service leave is approved to be taken in single days after the posting of the Operational Roster, the leave will be paid and entitlements debited up to a maximum of 7.6 hours per day.

#### **Unscheduled Credit Days and Leave in Lieu of Public Holidays**

- 6.8.7. Unless otherwise agreed between the Parties to this Agreement, employees will have at least five (5) of the Credit Days expected to accrue in the next year cashed out or scheduled during that year as part of the leave roster process.
- 6.8.8. Employees may apply to take the remaining unscheduled Credit Days and any leave in lieu of public holidays as single days or as a combination of days as follows:
  - (a) Where at least six (6) weeks' notice has been given, applications will be approved in order of receipt until the maximum number of unscheduled Credit Days for the relevant day at the applicable depot has been reached. The maximum number of unscheduled Credit Days to be taken on any day will be determined by the Depot Manager taking into account operational circumstances.
  - (b) Where less than six (6) weeks' notice has been given, Credit Days may only be approved for urgent personal business, being unanticipated matters of a compassionate or pressing nature identified by the employee in their application which arise without notice and require immediate attention. The Employer may require evidence that would satisfy a reasonable person to be provided in relation to such matters.

- (c) Where leave is taken in single days and approved after the posting of the Operational Roster, leave will be paid and entitlements debited in accordance with the rostered hours the employee would have worked had the employee not been absent on leave.
- (d) Any reference to "Credit Day" in this sub clause shall be read to include leave in lieu of public holidays.

## **6.9. Annual Leave**

### **6.9.1. Regular Day Shift Employees**

- (a) Except as herein provided, a period of four (4) consecutive weeks leave with payment at the employee's Base Rate of Pay, plus a leave loading of seventeen and a half percent (17.5%), shall be allowed annually to an employee by the Employer.
- (b) Entitlement to annual leave accrues pro rata on a weekly basis.

### **6.9.2. Seven Day Shift Employees**

- (a) Shift employees who work other than Regular Day Shift shall be entitled and allowed an additional week's leave on full pay inclusive of leave loading of twenty (20%) percent.
- (b) This provision shall also apply to any other employee whose rostered hours of work can be extended over Saturdays and public holidays and whose hours of duty vary throughout the twenty-four (24) hours of the day and who may be called upon to work Sundays.
- (c) Notwithstanding anything elsewhere contained herein this sub clause shall not apply to any employee whose rostered hours of work must be completed between Monday and Friday inclusive and not on public holidays.

### **6.9.3. Part qualifying period seven day Shift employee:** Where an employee with twelve (12) months' continuous service is engaged for part of a qualifying twelve (12) monthly period as a seven day Shift employee, the employee shall be entitled to have the period of annual leave to which the employee is otherwise entitled under this sub clause increased by one-twelfth of a week for each completed month the employee is continually so engaged, and shall be paid for the annual leave plus the extra leave at the employee's Base Rate of Pay, plus a loading calculated at eighteen and three quarter (18.75%) percent for the annual leave taken.

### **6.9.4. Annual Leave Loadings – An employee shall be entitled to:**

- (a) The amount of loading calculated in accordance with sub clauses 6.9.1, 6.9.2 or 6.9.3 as the case may be.

- (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 2024 are shown in the following table.

<b>Maximum Leave Loading for annual leave:</b>	<b>Maximum</b>
Commencing on or after 1 January 2023	\$1,883.76
Commencing on or after 1 January 2024	\$1,940.28

- (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 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 2024 are shown in the following table.

<b>Maximum Leave Loading for annual leave:</b>	<b>Maximum</b>
Commencing on or after 1 January 2023	\$2,354.70
Commencing on or after 1 January 2024	\$2,425.35

6.9.5. No Deduction: An employee's entitlement to annual leave continues to accrue for the period an employee is off duty through illness or injury for any continuous period of up to three (3) calendar months.

6.9.6. Continuity of service and the accrual of leave will not be affected by an employee taking annual leave.

## **6.10. Long Service Leave**

6.10.1. An employee shall be entitled to thirteen weeks' paid long service leave on the completion of ten years continuous service and an additional thirteen weeks' paid long service leave for each subsequent period of seven years of continuous service completed by the employee.

6.10.2. 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.

6.10.3. Long service leave shall be paid at the employee's Base Rate of Pay as prescribed in sub clause 4.1 – Classification and Pay Rates.

- 6.10.4. By agreement with the Employer, an employee can access any portion of the accrued entitlement to long service leave as follows:
- (a) 13 weeks on full pay;
  - (b) 26 weeks on half pay; or
  - (c) 6.5 weeks on double pay.
- 6.10.5. Long service leave can be taken in periods of one day or more.
- 6.10.6. An employee will be entitled to a pro rata long service leave payment only if 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 the employee's retirement at age of fifty-five (55) years or over, provided twelve (12) months' continuous service has been completed prior to the day from which the retirement takes effect;
  - (e) for the purpose of entering an In Vitro Fertilisation Program, provided the employee has completed three (3) years' service and produces written confirmation from an appropriate medical authority of the dates of involvement in the program; or
  - (f) due to the employee's resignation for pregnancy, provided the employee has completed more than three (3) years' and produces certification of such pregnancy and the expected date of birth from a registered medical practitioner.
- 6.10.7. Employees within seven years of their preservation age under Western Australian Government superannuation arrangements, may by agreement with the Employer, choose to access pro rata long service leave at the rate of 9.28 days per completed 12 month period of continuous service for Full Time employees.
- 6.10.8. Employees entitled to pro rata long service leave under sub clause 6.10.7 are entitled to take the leave in periods of one day or more.
- 6.10.9. For the purpose of determining long service leave entitlements, the expression "continuous service" includes any period during which the employee is absent on paid leave but does not include any period exceeding two (2) continuous weeks during which the employee is absent on unpaid parental leave or leave without pay.

6.10.10. 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.

#### **6.11. Cultural/Ceremonial Leave**

6.11.1. Cultural/ceremonial leave shall be available to all employees.

6.11.2. Such leave shall include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.

6.11.3. Employees are entitled to time off without loss of pay for cultural/ceremonial purposes, subject to agreement between the Employer and employee and sufficient leave credits being available.

6.11.4. The Employer will assess each application for ceremonial/cultural leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.

6.11.5. The Employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.

6.11.6. Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from annual leave, accumulated Credit Days off or leave in lieu of public holidays.

6.11.7. Time off without pay may be granted by arrangement between the Employer and the employee for cultural/ceremonial purposes.

#### **6.12. Cultural Leave for Aboriginal and Torres Strait Islanders**

6.12.1. Employees who identify as Aboriginal or Torres Strait Islanders are entitled to paid cultural leave which can be accessed to participate in any of the following:

- (a) cultural and ceremonial obligations under Aboriginal or Torres Strait Islander lore, customs or traditional law; and
- (b) community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals.

6.12.2. 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.

6.12.3. 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.

6.12.4. The Employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.



- 6.12.5. If an Employer requires an employee to attend to business associated with an Aboriginal or Torres Strait Islander organisation, or an organisation that works to facilitate Aboriginal or Torres Strait Islander interests, the attendance is considered to be a part of the employee's normal duties and the employee need not access leave under this or any other clause to enable it.
- 6.12.6. Cultural leave granted under this clause is in addition to the leave provided by sub clause 6.6 – Bereavement Leave and sub clause 6.11 – Cultural and Ceremonial Leave of this Agreement.

### **6.13. Blood/Plasma Donors Leave**

- 6.13.1. Subject to operational requirements, employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:
- (a) at least two (2) days' notice has been provided, the employee is rostered so that they are not resuming work within twelve (12) hours of donating blood or plasma and prior agreement with the supervisor has been reached; or
  - (b) the employee is called upon by the Australian Red Cross Lifeblood or equivalent.
- 6.13.2. The notification period shall be waived or reduced where the supervisor is satisfied that operations would not be unduly affected by the employee's absence.
- 6.13.3. The employee shall be required to provide proof of attendance at the Australian Red Cross Lifeblood or equivalent upon return to work.
- 6.13.4. Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood.

### **6.14. Witness and Jury Service**

#### **Witness Service**

- 6.14.1. 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.
- 6.14.2. 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 6.14.1, the Employer shall on request, roster an alternative Rostered Day Off. The employee is not entitled to accept any witness fee.

- 6.14.3. 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.
- 6.14.4. 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.
- 6.14.5. An employee subpoenaed or called as a witness under any other circumstances other than specified in sub clauses 6.14.2 and 6.14.4 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**

- 6.14.6. 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.
- 6.14.7. 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.
- 6.14.8. The Parties acknowledge that as at the date of registration of this Agreement the Employer is required under the *Juries Act 1957* to pay an employee the earnings that the employee could reasonably expect to have been paid while doing jury service. Where an employee would otherwise have been allocated to relief work while doing jury service, payment of the base rate plus a twenty percent (20%) loading will reflect the employee's reasonable expectation of payment during that period.
- 6.14.9. An employee granted leave of absence as prescribed in sub clause 6.14.7 is not entitled to accept any juror's fees.

## **6.15. Parental Leave - Preliminary**

6.15.1. This clause replaces the parental leave provisions contained in sub clause 6.6 – Parental Leave of the Award.

6.15.2. Terms used in this clause —

- (a) “adoption” includes the making of a parentage order under the *Surrogacy Act 2008* (WA);
- (b) “comparable position” means a position with equivalent classification level, pay, conditions and status as an employee’s position and that is commensurate with their skills and abilities;
- (c) “concurrent leave” means unpaid parental leave taken by an employee under sub clause 6.15.6(d);
- (d) “flexible parental leave” means unpaid parental leave taken by an employee under sub clause 6.15.18;
- (e) “parental leave” means leave to which an employee is entitled under sub clauses 6.15.4 to 6.15.20;
- (f) “partner” means a person who is a spouse or de facto partner;
- (g) “partner leave” means leave to which an employee is entitled under sub clauses 6.15.28 to 6.15.30;
- (h) “primary care giver of a child” means the person who is primarily responsible for the care and supervision, including day-to-day care and supervision, of the child;
- (i) “public sector industrial instrument” means this Agreement, the Applicable Award or any other relevant industrial instrument that applies to the public sector.

6.15.3. Employees to whom this clause applies

- (a) This clause applies to —
  - (i) permanent employees; and
  - (ii) fixed term contract employees; and
  - (iii) eligible casual employees, whether employed on a full-time or part-time basis.
- (b) For the purposes of this clause, an eligible casual employee is an employee —
  - (i) who has been employed in the public sector on a regular and systematic basis over a period of at least 12 months (or over a sequence of periods of a

combined length of at least 12 months if any break in employment was on the Employer's initiative and did not exceed 3 months); and

- (ii) who has a reasonable expectation (but for becoming a parent) of continuing employment on a regular and systematic basis.

### **Parental Leave**

#### 6.15.4. Nature of parental leave

- (a) Parental leave is leave taken by —
  - (i) a pregnant employee in connection with the pregnancy and birth of a child; or an employee following the birth or adoption of a child for whom they are the primary care giver.
- (b) It does not matter whether the primary care giver is a parent of the child or another person.
- (c) Only one parent or other person can be the primary care giver of a child during any one particular period of time.
- (d) If different public sector employees are the primary care giver of a child during different periods of time, their entitlement to paid or unpaid parental leave under this clause or under any other public sector industrial instrument can be shared, but the total period of their combined entitlement to paid parental leave is limited to the paid parental leave entitlement of a single employee.
- (e) If an employee is no longer the primary care giver of the child following the birth, their entitlement to any further parental leave in connection with the child ends, unless —
  - (i) the employee is entitled to remain on unpaid parental leave because they share responsibility for the care and supervision of their child or their partner's biological child under sub clause 6.15.6 – Special unpaid parental leave entitlements for employees who share responsibility for care and supervision of child; or
  - (ii) the employee is entitled to remain on parental leave under sub clause 6.15.12 – Parental leave where pregnancy ends without birth of living child, the child dies or the child or employee hospitalised.
- (f) An employee who commences parental leave does not have a separate entitlement to unpaid parental leave under sub clause 6.15.6 if they stop being the primary care giver of their child or their partner's biological child but continue to share the responsibility for the child's care with their partner or another person.

6.15.5. Period of parental leave to which eligible employee entitled

- (a) An eligible employee is entitled to 52 weeks of parental leave.
- (b) The 52 weeks of parental leave comprises 14 weeks of paid leave and 38 weeks of unpaid leave, except as provided by sub clause 6.15.5(c).
- (c) The 52 weeks of parental leave comprises only unpaid leave in the case of —
  - (i) an eligible casual employee; or
  - (ii) any other employee who has not completed the minimum period of service required by sub clause 6.15.7 for paid leave.
- (d) The period of paid parental leave to which an employee is entitled can be extended by the employee electing to take double the amount of leave on half-pay.
- (e) An employee has only a single entitlement, and not separate entitlements, to parental leave for children of a multiple birth or adoption.
- (f) Parental leave for a fixed term contract employee cannot extend beyond the term of the contract.
- (g) Any public holiday that falls during parental leave is counted as part of that leave and does not extend the period of parental leave.
- (h) An employee who is on parental leave is not entitled to any days in lieu of public service holidays.

6.15.6. Special unpaid parental leave entitlements for employees who share responsibility for care and supervision of child

- (a) An employee who shares responsibility with their partner or another person for the care and supervision of their child or their partner's biological child has the same entitlement to unpaid parental leave under this clause as an employee who is the primary care giver for the child.
- (b) An employee who commences unpaid parental leave under this clause does not have a separate entitlement to paid or unpaid parental leave if they become the primary care giver of their child or their partner's biological child.
- (c) It does not matter whether or not the other person with whom the employee shares responsibility for the care and supervision of the child is —
  - (i) an employee to whom this clause applies; or
  - (ii) the primary care giver for the child.

- (d) Concurrent leave
- (i) If an employee who shares responsibility for the care and supervision of a child takes unpaid parental leave under this clause, they can take unpaid parental leave during the same time that their partner takes unpaid parental leave (concurrent leave).
- (ii) The concurrent leave —
- must not be longer than 8 weeks in total; and
  - may be taken in separate periods but, unless the Employer agrees, each period must not be shorter than 2 weeks.

#### 6.15.7. Minimum period of service to be eligible for paid parental leave

- (a) An employee is only entitled to a period of paid parental leave if, on the day parental leave commences, the employee has completed at least 12 months of continuous service in the public sector immediately preceding the parental leave, whether on a full-time or part-time basis.
- (b) For the purposes of this clause, continuous service includes any period of authorised paid leave or authorised unpaid leave not exceeding 14 days. However, continuous service includes personal leave without pay whilst ill or injured not exceeding three months in accordance with sub clause 6.3 – Personal leave clause.
- (c) For the purposes of this clause, continuous service includes a period of service as an eligible casual employee if —
- (i) the eligible casual employee has become a permanent or fixed term contract employee with the Employer; and
- (ii) any break between service as an eligible casual employee and service as a permanent or fixed term contract employee does not exceed three (3) months.
- (d) An employee who takes parental leave is not required to resume work for the purposes of taking parental leave in connection with any subsequent pregnancy or birth or adoption of a child.
- (e) An employee on leave without pay unrelated to parental leave is required to resume work before taking paid parental leave.

#### 6.15.8. Taking Parental Leave

- (a) An employee must take parental leave in one continuous period, except as otherwise provided by this clause.
- (b) The period of parental leave may be interrupted by the following —

- (i) any period during which the employee substitutes other paid leave or time off as referred to in sub clause 6.15.15 – Interaction with other leave entitlements;
  - (ii) any period during which the employee engages in special parental leave employment as referred to in sub clause 6.15.17;
  - (iii) any period between periods of flexible parental leave taken by the employee;
  - (iv) any period between separate periods of concurrent leave taken by the employee;
  - (v) any period during which the employee does not take parental leave as referred to in sub clause 6.15.12 because the child is hospitalised after birth.
- (c) An employee may, at any time but subject to the notice requirements of sub clause 6.15.9 —
- (i) cancel or delay the commencement of their proposed parental leave; or
  - (ii) shorten their period of parental leave; or
  - (iii) extend their period of parental leave up to the maximum period of leave to which they are entitled.
- (d) If an employee takes less than the maximum period of parental leave to which they are entitled, the unused balance of leave cannot be banked or preserved in any way.

#### 6.15.9. Employee required to give notice of parental leave

- (a) An employee who intends to take parental leave must give at least eight (8) weeks' written notice of —
  - (i) the date on which the employee proposes to commence the leave; and
  - (ii) the period of leave proposed to be taken.
- (b) An employee who intends to change or cancel their parental leave must give at least four (4) weeks' written notice of the change or cancellation.
- (c) However, an employee is not required to give notice of the cancellation of proposed parental leave because the pregnancy ends without the birth of a living child, or the child dies.
- (d) An employee who fails to give the required period of notice does not contravene this clause if it was not reasonably practicable for the employee to comply because of an early birth or placement for adoption or because of other compelling circumstances.

- (e) An employee who has given notice of proposed parental leave is required to give their Employer before proceeding on leave, reasonable evidence detailing —
  - (i) in the case of a pregnant employee – the expected date of birth (including by the provision of a medical certificate); or
  - (ii) in any other case – the relationship the employee has with the child and the employee’s responsibility for the care of the child.

#### 6.15.10. Commencement of parental leave

- (a) The period of parental leave of a pregnant employee in connection with the pregnancy can commence up to six (6) weeks before the expected date of birth of the child, but not later than the birth of the child.
- (b) However, the period of unpaid parental leave of the pregnant employee can commence on an earlier date before the birth of the child with the agreement of the Employer and employee.
- (c) The period of parental leave of any other employee can commence at any time on or after:
  - (i) the day the employee becomes the primary care giver of the child; or
  - (ii) for the purposes of sub clause 6.15.6 – Special unpaid parental leave entitlements for employees who share a responsibility for care and supervision of a child – the day the employee begins to share the responsibility with their partner or another person for the care and supervision of their child or their partner’s biological child.

#### 6.15.11. Conclusion of paid parental leave

- (a) The period of paid parental leave must conclude within the period of twelve (12) months after the birth or date of placement for adoption.
- (b) The Employer can, in exceptional circumstances, allow an employee to take paid parental leave after that twelve (12) month period.
- (c) The Employer can require the employee to provide reasonable evidence that the circumstances justify the employee taking paid parental leave after that twelve (12) month period.

#### 6.15.12. Parental leave where pregnancy ends without birth of living child, the child dies, or the child or employee is hospitalised.



- (a) A pregnant employee remains entitled to paid parental leave if the pregnancy ends without the birth of a living child within twenty (20) weeks before the expected date of birth.
- (b) A pregnant employee is entitled to remain on paid parental leave if —
  - (i) the child dies or is hospitalised following the birth; or
  - (ii) the employee is incapacitated as a result of the birth.
- (c) An employee is not entitled to paid parental leave in those circumstances for any period that the employee has taken paid personal leave.
- (d) If a pregnancy ends without the birth of a living child within twenty (20) weeks before the expected date of birth, an employee who would have been entitled under this clause to unpaid parental leave if the child had been born alive remains entitled to that unpaid parental leave except when the entitlement would have derived from an adoption.
- (e) An employee who has commenced parental leave can return to work by providing at least four (4) weeks' written notice of their return to work if:
  - (i) the child dies; or
  - (ii) the pregnancy ends without the birth of a living child within twenty (20) weeks before the expected date of birth.
- (f) If an employee has commenced parental leave and the child is hospitalised immediately following the birth, the employee can agree with their Employer not to take parental leave for a period while the child remains in hospital (the permitted work period).
- (g) Only one permitted work period can be agreed and it ends at the earliest of the following:
  - (i) the time agreed by the employee and Employer;
  - (ii) the end of the day of the child's first discharge from hospital after birth;
  - (iii) if the child dies before being discharged – the end of the day the child dies.
- (h) The Employer can require the employee to provide reasonable evidence that the child has been hospitalised following the birth and that the employee is fit for work (including by the provision of a medical certificate).

#### 6.15.13. Provisions relating to payment of paid parental leave

- (a) An employee entitled to paid parental leave is to be paid according to their ordinary working hours at the commencement of parental leave.
- (b) In the case of a part-time employee, the employee is to be paid according to the average hours worked over the period of twelve (12) months immediately preceding the commencement of parental leave if those average hours exceed ordinary working hours at the commencement of parental leave.
- (c) An employee can elect to be paid in advance for paid parental leave or elect to be paid on a fortnightly basis during that leave.
- (d) Allowances or penalties for shift or weekend work are not payable during paid parental leave.
- (e) An employee who was in receipt of higher duties allowances for a continuous period of twelve (12) months immediately preceding the commencement of parental leave is to continue to be paid the higher duties allowances during the first four (4) weeks of paid parental leave. If the employee has elected to take parental leave on half-pay, the higher duties allowances are payable at the full rate for those first four (4) weeks of paid leave only.
- (f) If the employment of an employee who is being paid parental leave on half-pay is terminated through no fault of the employee, the employee is to be paid out any period of unused paid parental leave that is equivalent to the period of leave the employee would have accessed had they been on parental leave on full pay when their employment was terminated.
- (g) An employee who takes a subsequent period of paid parental leave without returning to work is to be paid on the basis of their employment when they commenced the original period of paid parental leave and is not affected by any intervening period of special parental leave employment under sub clause 6.15.17.
- (h) For the purposes of determining the amount of paid parental leave of an employee to whom sub clause 0 applied, the ordinary working hours of the employee are the ordinary working hours before the modification of or absence from work under that clause.

#### 6.15.14. Extension of period of parental leave

- (a) An employee can apply to extend their parental leave by up to two (2) years of unpaid leave after the end of the period of parental leave to which they are entitled under this clause.

- (b) The period of extended leave is a period of parental leave for the purposes of this clause.
- (c) Parental leave can only be extended after the employee has exhausted all other available paid leave entitlements.
- (d) The Employer must agree to an application for the extension of parental leave unless the Employer has reasonable grounds to believe that agreeing to the application would have an adverse impact on the conduct of the Employer's business or operations.
- (e) Before a refusal under sub clause 6.15.14(d) the employer must give the employee a reasonable opportunity to discuss the application.
- (f) The Employer must, as soon as practicable but not later than twenty-one (21) days after an application for the extension of parental leave is made, give the employee written notice of —
  - (i) the decision of the Employer to agree to or refuse the application; and
  - (ii) if the application is refused - the reasons for the refusal.
- (g) An employee who believes that their application for the extension of parental leave has been unreasonably refused may seek to enforce it as a minimum condition of employment and, in that case, the Employer has the onus of demonstrating that the refusal was justified in the circumstances.

#### 6.15.15. Interaction with other leave entitlements

- (a) An employee entitled to unpaid parental leave may take any of the following to which the employee is entitled instead of any part of that parental leave —
  - (i) accrued annual leave;
  - (ii) accrued long service leave;
  - (iii) accrued days in lieu;
  - (iv) Credit Days
- (b) The period of any such substituted leave or time off —
  - (i) forms part of the period of unpaid parental leave otherwise authorised by this clause and does not extend the period of parental leave; but
  - (ii) is treated as paid leave and not unpaid parental leave for the purposes of sub clause 6.15.20 – Effect of parental leave on contract of employment.

- (c) An employee is not entitled to personal leave during any period of paid or unpaid parental leave.

#### 6.15.16. Communication during parental leave

- (a) The Employer must take all reasonable steps to inform an employee who is on parental leave of any decision that significantly affects the status, responsibility level, pay or work location of the employee and give the employee an opportunity to discuss the effect of the decision on the employee's position.
- (b) An employee on parental leave must notify the Employer of any change in their contact details that might affect the Employer's capacity to comply with this clause.

#### 6.15.17. Employment during unpaid parental leave

- (a) In this clause —
  - (i) “keeping in touch day” has the same meaning it has in the *Fair Work Act 2009* (Cth) section 79A;
  - (ii) “special parental leave employment” means employment of an employee on unpaid parental leave that is of an intermittent nature or for a limited specified period (special temporary employment).
- (b) Despite anything to the contrary in this clause, an employee on unpaid parental leave can be employed by their Employer in special parental leave employment during that unpaid parental leave if both parties agree in writing to that employment.
- (c) Without limiting this clause, any such parental leave employment can be employment for the purposes of a keeping in touch day.
- (d) The following applies to engagement in special parental leave employment—
  - (i) an employee can only engage in special parental leave employment during a period of unpaid parental leave that is not substituted with paid leave under sub clause 6.15.15;
  - (ii) in the case of special temporary employment – an employee can only be employed in connection with their substantive position;
  - (iii) the period of service in special parental leave employment does not break an employee's continuity of service or change the employee's status in regard to their substantive employment;

- (iv) in the case of special temporary employment - the period of special parental leave employment counts as qualifying service for all purposes under this Agreement.
- (e) The following applies to the effect of special parental leave employment on unpaid parental leave —
  - (i) the period of special parental leave employment is taken to be part of the employee’s original period of unpaid parental leave;
  - (ii) an employee who immediately resumes unpaid parental leave following a period of special parental leave employment is entitled to extend their period of unpaid parental leave by the period of that special parental leave employment (subject to giving the Employer at least four (4) weeks’ written notice of the new date on which they intend to complete parental leave and return to work);
  - (iii) an employee who does not immediately resume unpaid parental leave following a period of special parental leave employment cannot preserve the unused portion of leave for use at a later date.

#### 6.15.18. Flexible unpaid parental leave

- (a) An employee may take up to thirty (30) days of their entitlement to unpaid parental leave in separate periods of one or more days each as follows (“flexible parental leave”) —
  - (i) the flexible parental leave may only be taken within the period of twenty-four (24) months after the birth or date of placement for adoption of the child;
  - (ii) the flexible parental leave may be taken after the employee takes other parental leave in connection with the same child.
- (b) However, further unpaid parental leave (including any extension of unpaid parental leave under sub clause 6.15.14) cannot be taken by an employee after any flexible parental leave is taken by the employee in connection with the same child.
- (c) If an employee takes flexible parental leave, the maximum period of parental leave to which the employee is entitled under this clause is calculated on the basis that the employee takes all the flexible parental leave days in a single continuous period (on the assumption that the employee works each day that is not a Saturday or Sunday and there are no public holidays during that period).

#### 6.15.19. Return to work on conclusion of parental leave

- (a) An employee who returns to work at the end of their parental leave is entitled to be employed in —
  - (i) the same position as the substantive position they held—
    - immediately before proceeding on parental leave; or
    - immediately before any modification of or absence from work under sub clause 0; or
  - (ii) a comparable position.
- (b) An employee who returns to work at the end of parental leave can work on a basis modified from the basis on which they worked immediately before proceeding on parental leave. The modified basis can be part-time work, work on a job-share basis, work on different days or at different times (or both) or work on fewer days or for fewer hours (or both).
- (c) An employee who returns to work on a modified basis can be subsequently required by the Employer to resume work on the same basis as they worked immediately before proceeding on parental leave. Any such requirement can only be made if —
  - (i) the Employer has reasonable grounds to believe that the continuation of work on that modified basis would have an adverse impact on the conduct of the Employer's business or operations; or
  - (ii) the child has not reached the compulsory education period under section 6 of the School Education Act 1999 (WA).
- (d) An employee who returns to work on a modified basis can subsequently apply to the Employer to resume work on the same basis as they worked immediately before proceeding on parental leave. Any such application must be made in writing at least four (4) weeks before the employee wishes to resume work on that same basis.
- (e) The Employer must agree to any such application to resume work on the former basis, unless the Employer has reasonable grounds to believe that agreeing to the application would have an adverse impact on the conduct of the Employer's business or operations.
- (f) The Employer must give an employee written notice of the refusal of an application to resume work on the former basis and of the reasons for that refusal, within twenty-one (21) calendar days of an application being received.
- (g) An employee who believes that their application to resume work on the former basis has been unreasonably refused can seek to enforce it as a minimum condition

of employment and in that case the Employer has the onus of demonstrating that the refusal was justified in the circumstances.

#### 6.15.20. Effect of parental leave on contract of employment

- (a) Paid parental leave counts as qualifying service for all purposes under this Agreement.
- (b) The qualifying service is to be calculated according to the number of weeks of paid parental leave taken at full pay (or the number of weeks that would have been taken if the parental leave had not been taken at half pay).
- (c) Employees who take paid parental leave on half pay do not accrue agreement entitlements beyond those that would have accrued had they taken the leave at full pay.
- (d) Absence on unpaid parental leave does not break the continuity of service of the employee.
- (e) In calculating a period of service for any purpose under this Agreement, any single continuous period of unpaid parental leave —
  - (i) is not to be taken into account if it exceeds fourteen (14) calendar days; and
  - (ii) is to be taken into account if it does not exceed fourteen (14) calendar days.
- (f) An employee on parental leave can terminate their employment at any time in accordance with sub clause 2.11 – Notice of Termination of this Agreement.
- (g) An Employer cannot terminate the employment of an employee on the ground that the employee has applied for parental leave or of their absence on parental leave, but otherwise any right of the Employer to terminate employment is not affected by this clause.

#### **Special provisions relating to pregnant employees**

##### 6.15.21. Fitness for work in current position

- (a) If the Employer has reason to believe that the continued performance of duties by a pregnant employee is a danger to the employee, fellow employees or the public, the Employer can require the employee to provide a certificate from a medical practitioner stating that the pregnant employee is fit for work in their current position for a period stated in the certificate.
- (b) The Employer is required to pay for any examination by a medical practitioner for the purposes of issuing such a certificate.

#### 6.15.22. Modification of duties and transfer to safe job

- (a) A pregnant employee can work on a part-time basis in accordance with this Agreement during any one or more periods if the employee provides the Employer with a certificate from a medical practitioner stating that part-time work is, because of the pregnancy, necessary or preferable.
- (b) The work on a part-time basis must be —
  - (i) work in the employee's current position or in a comparable position; and
  - (ii) on terms that are recorded in writing and in accordance with this Agreement.
- (c) Unless otherwise agreed with the Employer, a pregnant employee must give at least four (4) weeks' written notice to the Employer of their intention to seek a variation in the terms of their part-time work or to revert to employment on a full-time basis.
- (d) If a pregnant employee is fit for work but it is inadvisable for the employee to continue to perform the duties of their current position for any particular period (the risk period) because of illness or risks arising from the pregnancy or because of hazards connected with their current position, the Employer must, during that period —
  - (i) modify the duties of the employee; or
  - (ii) transfer the employee to a safe job in a comparable position (including a position with a different number of ordinary hours agreed to by the employee).
- (e) The Employer can require the pregnant employee to provide a certificate from a medical practitioner or other reasonable evidence that it is inadvisable for the employee to continue to perform the duties of their current position.
- (f) If the Employer considers that it is not reasonably practicable to modify the duties of the pregnant employee or transfer the pregnant employee to a safe job —
  - (i) the employee is entitled to be absent from work during the risk period; and
  - (ii) the employee is entitled to be paid the amount they would have reasonably expected to have been paid if they had worked during the risk period; and
  - (iii) the employee's leave entitlements are not affected by the absence from work.
- (g) Any such entitlement to be absent from work extends to an eligible casual employee.
- (h) Any such entitlement to be absent from work ends at the earliest of the following —



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

#### 6.15.23. Unpaid special pregnancy leave

- (a) A pregnant employee is entitled to unpaid leave (“unpaid special pregnancy leave”) during any period that the employee is not fit for work because —
  - (i) the employee has a pregnancy related illness; or
  - (ii) the pregnancy ends without the birth of a living child within twenty-eight (28) weeks before the expected date of birth.
- (b) In any such case of unfitness for work, the pregnant employee can take any personal leave to which they are entitled instead of unpaid special pregnancy leave.
- (c) A pregnant employee must give the Employer notice of the taking of unpaid special pregnancy leave. The notice —
  - (i) must be given as soon as practicable (whether before or after the commencement of the leave); and
  - (ii) must advise the Employer of the period or expected period of the leave.
- (d) The Employer can require the pregnant employee to provide reasonable evidence that the employee has become entitled under this clause to unpaid special pregnancy leave (including by the provision of a medical certificate).
- (e) The entitlement of a pregnant employee to parental leave under this clause is not reduced by any period of unpaid special pregnancy leave taken by the employee while pregnant.
- (f) Special pregnancy leave is not required to be taken in a continuous period with parental leave.
- (g) Sub clause 6.15.20 – Effect of parental leave on the contract of employment applies to unpaid special pregnancy leave in the same way as it applies to parental leave, with any necessary modifications.

### **Special provisions relating to adoption**

#### 6.15.24. Date of placement of child

- (a) For the purposes of the provisions of this clause relating to parental leave following the adoption of a child by an employee, the date of placement of a child for adoption means the earlier of the following —
  - (i) the date on which the employee first takes custody of the child for adoption;
  - (ii) the date on which the employee starts any travel that is reasonably necessary to take custody of the child for adoption.

#### 6.15.25. Age of adopted children

- (a) An employee is not entitled to parental leave in connection with the adoption of a child unless —
  - (i) the child is (or will be) under sixteen (16) years of age as at the date or expected date of placement of the child for adoption; and
  - (ii) the child has not (or will not have) lived with the employee continuously for a period of six (6) months or more as at the date or expected date of placement of the child for adoption; and
  - (iii) the child is not (otherwise than because of the adoption) a child or stepchild of the employee or the employee's partner.

#### 6.15.26. Additional unpaid leave in connection with adoption

- (a) An employee seeking to adopt a child is entitled to two (2) days' unpaid leave to attend interviews or examinations required as part of the procedure for adoption.
- (b) If the employee works or resides outside the Perth metropolitan area, the employee is entitled to an additional day's unpaid leave for that purpose.
- (c) The employee can take any accrued paid leave to which the employee is entitled for that purpose instead of unpaid leave under this clause.

#### 6.15.27. Termination of parental leave if adoption does not proceed

- (a) If a proposed adoption for which parental leave has been granted does not proceed, the parental leave is then terminated.
- (b) The employee can take any other leave to which they are entitled instead of the terminated parental leave or return to work.

## **Partner Leave**

### 6.15.28. Entitlement to partner leave

- (a) An employee is entitled to partner leave while not on parental leave in connection with the birth of a child to, or the adoption of an eligible adoptive child by, the employee or the employee's partner.
- (b) An eligible adoptive child is a child —
  - (i) who is under the age of sixteen (16) years; and
  - (ii) who has not lived continuously with the employee for six (6) months or longer; and
  - (iii) who is not (otherwise than because of the adoption) the child or stepchild of the employee or the employee's partner.
- (c) Partner leave must be taken immediately following the birth or placement of the child for adoption.
- (d) Partner leave is to be taken (subject to available credits) as any combination of the following —
  - (i) paid personal leave;
  - (ii) paid annual or long service leave;
  - (iii) paid accrued time off in lieu of overtime, flexi leave or banked hours;
  - (iv) unpaid leave.
- (e) However, an eligible casual employee can only take partner leave as unpaid leave.

### 6.15.29. Period of partner leave to which eligible employee entitled

- (a) An eligible employee is entitled to one (1) week of partner leave.
- (b) An eligible employee is entitled to apply to the Employer for an extension of their partner leave.
- (c) The period of any extension of partner leave is to be taken as unpaid leave.
- (d) The total period of partner leave and any extension of that leave cannot exceed eight (8) weeks.
- (e) An extension of partner leave can be taken in separate periods of at least two (2) weeks or, with the agreement of the Employer, of a shorter period.

- (f) The period of any extension of partner leave must conclude within the period of twelve (12) months after the birth or date of placement for adoption of the child concerned.
- (g) The Employer must agree to an application for an extension of partner leave, unless the Employer has reasonable grounds to believe that granting the leave would have an adverse impact on the conduct of the Employer's business or operations.
- (h) The Employer must give an employee written notice of the refusal of an application for the extension of partner leave and of the reasons for that refusal.
- (i) An employee who believes that their application for an extension of partner leave has been unreasonably refused may seek to enforce it as a minimum condition of employment and in that case the Employer has the onus of demonstrating that the refusal was justified in the circumstances.
- (j) An employee has only a single entitlement, and not separate entitlements, to partner leave for children of a multiple birth or adoption.

#### 6.15.30. Miscellaneous provisions relating to partner leave

- (a) An employee who intends to take partner leave is required to give at least four (4) weeks' written notice of —
  - (i) the date on which the employee proposes to commence the leave; and
  - (ii) the period of leave proposed to be taken.
- (b) An employee who has given notice of proposed partner leave is required to give their Employer before proceeding on leave —
  - (i) in the case of a pregnancy – a certificate from a medical practitioner confirming the pregnancy and the expected date of birth; or
  - (ii) in the case of a proposed adoption – a statement of the expected date of placement of the child for adoption.
- (c) Partner leave taken by an employee does not affect any entitlement the employee or their partner can have to parental leave. However, partner leave that is taken by an employee as unpaid leave counts as part of the parental leave entitlement of the employee in connection with the birth or adoption of the child concerned.
- (d) Any public holiday that falls during partner leave is counted as part of that leave and does not extend the period of partner leave.

- (e) The taking of partner leave as personal leave does not affect an employee's entitlement to take more than a week's personal leave for any purpose for which personal leave can be taken.
- (f) An employee is not entitled to paid personal leave while on unpaid partner leave.
- (g) Sub clause 6.15.20 – Effect of parental leave on the contract of employment, applies to partner leave in the same way as it applies to parental leave, with any necessary modification.

### **Grandparental Leave**

#### 6.15.31. Entitlement to grandparental leave

- (a) An eligible grandparent is entitled to grandparental leave following the birth or adoption of a grandchild of the employee.
- (b) An eligible grandparent is an employee who —
  - (i) is primarily responsible for the care and supervision of their grandchild on a part time basis; and
  - (ii) provides that care and supervision during what would be the employee's ordinary hours of work (but for the employee providing care to their grandchild).
- (c) An employee is not entitled to grandparental leave in connection with the adoption of a grandchild unless —
  - (i) the grandchild is under the age of five (5) years; and
  - (ii) the grandchild has not lived continuously with the adoptive parents for six (6) months or longer; and
- (d) the grandchild is not (otherwise than because of the adoption) the grandchild or grand stepchild of the employee.
- (e) An employee has only a single entitlement, and not separate entitlements, to grandparental leave for grandchildren of a multiple birth or adoption.
- (f) An employee is not entitled to grandparental leave if they —
  - (i) are a casual employee (including an eligible casual employee); or
  - (ii) have taken or are on parental leave in connection with the birth or adoption of the same grandchild of the employee.

#### 6.15.32. Period of grandparental leave to which eligible employee entitled

- (a) An eligible grandparent is entitled to fifty-two (52) weeks of unpaid grandparental leave.
- (b) The period of grandparental leave —
  - (i) can commence any time within twenty-four (24) months after the birth or date of placement for adoption of the employee’s grandchild; and
  - (ii) must conclude within the period of twelve (12) months after the commencement of grandparental leave.
- (c) With the agreement of the employer, an employee can take grandparental leave on a part time basis, provided they are primarily responsible for the care and supervision of their grandchild on those days the leave is taken.
- (d) If an employee takes less than the maximum period of grandparental leave to which they are entitled, the unused balance of leave cannot be banked or preserved in any way.

#### 6.15.33. Miscellaneous provisions relating to grandparental leave

- (a) An employee who intends to take grandparental leave is required to give their employer at least four (4) weeks’ written notice of —
  - (i) the date on which the employee proposes to commence the leave; and
  - (ii) the period of leave proposed to be taken.
- (b) The employer can waive the notice period in exceptional circumstances.
- (c) The employer can require an employee who has given notice of proposed grandparental leave to provide reasonable evidence that the employee is entitled to grandparental leave.
- (d) Sub clause 6.15.16 – Communication during parental leave and sub clause 6.15.20 – Effect of parental leave on the contract of employment, apply to grandparental leave in the same way as they apply to parental leave, with any necessary modifications.

### **6.16. Superannuation on Unpaid Parental Leave**

#### 6.16.1. In this clause, “unpaid parental leave” means:

- (a) unpaid parental leave under sub clause 6.15.4 – Nature of parental leave or unpaid special pregnancy leave under sub clause 6.15.23 – Unpaid special pregnancy leave.

6.16.2. 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 twenty-four (24) weeks.

6.16.3. 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 twelve (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:
  - (i) for Full Time Employees – the ordinary working hours at the time of commencement of parental leave;
  - (ii) for Part Time Employees – an average of the hours worked by the employee over the preceding twelve (12) months; or their ordinary working hours at the time of commencement of parental leave, whichever is greater; or
  - (iii) for eligible casual employees – an average of the hours worked by the eligible casual employee over the preceding twelve (12) months.

6.16.4. 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.

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

## **6.17. Foster Carer's Leave**

6.17.1. Foster and short-term carer's leave is available to an employee who is a registered foster carer in the state of Western Australia, to enable them to attend to the care of a child in an emergency or other out of home care placement. Foster carer includes kinship arrangements and respite care that has not been determined to be permanent.

6.17.2. A permanent employee fixed term contract employee or casual employee has access to three (3) paid days of non-cumulative leave per calendar year.

6.17.3. Employees must give reasonable notice prior to taking foster care leave and must provide an estimate of the period of absence from work.

- 6.17.4. Employees can, by agreement with the Employer, take foster carer leave in minimum periods of one (1) hour.
- 6.17.5. Leave credits can be used to attend training associated with the employee's foster carer responsibilities.
- 6.17.6. Employees must provide the Employer with documentation supporting their eligibility for the leave.
- 6.17.7. The entitlement to foster carer leave, in accordance with sub clause 6.18.1, for casual employees applies to the extent of their agreed working arrangements.

#### **6.18. Compassionate Leave For Early Pregnancy Loss**

- 6.18.1. An employee is entitled to up to three (3) consecutive days of paid compassionate leave on each occasion a pregnancy ends without the birth of a living child up to twenty (20) weeks before the expected date of birth. An employee is entitled to leave under this clause if they were pregnant or their partner was pregnant.
- 6.18.2. Leave commences from the date the pregnancy ends and is not to be taken during any other period of leave, including unpaid leave.
- 6.18.3. The employee must provide notice as soon as reasonably practicable indicating the period of leave sought and anticipated return to duty.
- 6.18.4. The Employer can require reasonable evidence that an early pregnancy loss has occurred such as a medical certificate or a recognition certificate for early pregnancy loss issued by the WA Registry of Births, Deaths and Marriages.
- 6.18.5. The provisions of 6.18.1 apply to a:
  - (a) Part Time Employee on a pro rata basis; and
  - (b) casual employee to the extent of their future rostered shifts, or if there is no certainty about future rosters, the preceding four (4) week average of shifts worked.

#### **6.19. Public Health Emergency Arrangements**

##### **Definitions**

- 6.19.1. In this clause:
  - (a) "Public health emergency" means an incident or emergency that is the subject of Directions issued under Parts 11 or 12 of the Public Health Act 2016 (WA).
  - (b) "Diagnosed person" means a person who has a current positive test for a disease the subject of the public health emergency or an incident that is deemed a serious public



health risk by way of a testing or diagnostic regime accepted within the WA health system as being a reliable indicator that the person has the disease.

- (c) “Ordinary pay” is to be calculated according to the rostered or ordinary hours the employee would have worked, had they not been subject to a government requirement to isolate or quarantine. For casual employees, ordinary pay is to be calculated with reference to the employee’s rostered future shifts or, if there is no certainty about future rosters, the preceding four (4) week average of shifts worked.

### **Special public health emergency leave**

- 6.19.2. The Employer is to credit each employee with twenty (20) days of non-cumulative special public health emergency leave on January 1 each year.
- 6.19.3. An employee employed on a fixed term contract for a period of twelve (12) months or more is to be credited with the same entitlement as a permanent employee. An employee on a fixed term contract for a period less than twelve (12) months is to be credited on a pro rata basis for the period of the contract.
- 6.19.4. A part time or casual employee is to be credited with the same entitlement as a permanent employee, calculated on a pro rata basis according to the number of hours worked each fortnight.
- 6.19.5. Employees absent on special public health emergency leave are to receive their ordinary pay.
- 6.19.6. Employees who have exhausted their special public health emergency leave can access existing personal leave entitlements under clause 6.3 of this Agreement.

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

- 6.19.7. Special public health emergency leave can only be taken in respect of absences from work during:
  - (a) a public health emergency; or
  - (b) other significant events as agreed between the Union and the Executive Director Government Sector Labour Relations.
- 6.19.8. An employee who is a diagnosed person or is subject to a government requirement to isolate or quarantine can access special public health emergency leave before existing personal leave entitlements under clause 6.3 of this Agreement.
- 6.19.9. Employees with caring responsibilities can access special public health emergency leave if they are caring for, or providing support to a member of the employee’s family or household because:

- (a) the other person is a diagnosed person or is subject to a government requirement to isolate or quarantine; or
- (b) a child's school has closed or the person's other care arrangements are unavailable because of a public health emergency.

6.19.10. Compassionate access to special public health emergency leave can be granted in exceptional circumstances despite not being a reason referred to in sub clause 6.19.9.

6.19.11. Special public health emergency leave is not debited for public holidays that the employee would have observed.

6.19.12. An employee is unable to access special public health emergency leave while on any period of leave without pay, maternity leave, adoption leave or other parent leave, or annual or long service leave except as provided for in sub clauses 6.3.31 and 6.3.32.

#### **Notice and Access**

6.19.13. Special public health emergency leave can be taken on an hourly basis.

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

#### **Evidence**

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

#### **6.20. Purchased Leave**

6.20.1. The Employer may approve an employee's application to enter into an arrangement whereby the employee can purchase up to eight (8) weeks additional leave.

6.20.2. The Employer will assess each application for 44/52 wage arrangement on its merits and give consideration to the personal circumstances of the employee seeking the arrangement and to the Employers' operational requirements.

6.20.3. Access to purchased leave will be subject to sub clauses 6.20.1 to 6.20.2 and to:

- (a) the employee having satisfied the Employer's accrued leave management policy;
- (b) the employee having not more than in excess of ten (10) weeks accrued annual leave, long service leave, days in lieu and/or Credit Days balance at the time the employee requests access to purchased leave;

- (c) during the financial year for which the purchased leave is requested, the employee will not complete a qualifying period for long service leave; and
- (d) the employee having nominated when the purchased leave will be taken as part of the Leave Roster Process, which can only be altered by approval of the Employer.

6.20.4. The Employer reserves the right to withdraw from the purchased leave arrangement where the employee:

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

6.20.5. Purchased leave arrangements run over a financial year concluding on 30 June. employees 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 6.8 – Taking of leave.

6.20.6. The employee can agree to take a reduced wage spread over the fifty-two (52) weeks of the year and receive the following amounts of additional purchased leave:

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

- 6.20.7. The purchased leave will not be able to be accrued. The employee is to be entitled to pay in lieu of the additional leave not taken. In the event that the employee is unable to take such purchased leave, their wage will be adjusted on the last pay period in July to take account of the fact that time worked during the year was not included in the wage. Untaken purchased leave will be paid out at the rate at which it was purchased.
- 6.20.8. 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.
- 6.20.9. In the event that a Part Time Employee's ordinary working hours are varied during the year, the wage paid for such leave taken will be adjusted on the last pay in July to take into account any variations to the employee's ordinary working hours during the previous year.
- 6.20.10. An employee may withdraw from this arrangement prior to completing the fifty-two (52) week period by four (4) weeks' written notice. The employee will be entitled to pay in lieu of wages forgone to that time but will not be entitled to equivalent absence from duty.
- 6.20.11. Where an employee or the Employer withdraws from a purchased leave arrangement, payment in lieu of wages forgone will be paid out at the rate at which it was purchased.

## **6.21. Emergency Service Leave**

- 6.21.1. Subject to operational requirements, paid leave of absence shall be granted by the Employer to an employee who is an active volunteer member of State Emergency Service Units, St John Ambulance Brigade, Volunteer Fire and Rescue Service Brigades, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or FESA Units, in order to allow for attendance at emergencies as declared by the recognised authority.
- 6.21.2. The Employer shall be advised as soon as possible by the employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave, taking into account any necessary minimum break between attending the Emergency and attending the next shift.
- 6.21.3. The employee must complete a leave of absence form immediately upon return to work.
- 6.21.4. The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.
- 6.21.5. An employee, who during the course of an Emergency, volunteers their services to an emergency organisation, shall comply with sub clauses 6.21.2, 6.21.3 and 6.21.4.

## **6.22. Defence Force Reserves Leave**

- 6.22.1. The Employer must grant leave of absence for the purpose of defence service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.
- 6.22.2. Leave of absence may be paid or unpaid in accordance with the provisions of this sub clause.
- 6.22.3. Application for leave of absence for defence service shall, in all cases, be accompanied by at least six (6) 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.
- 6.22.4. 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 twelve (12) months commencing on 1 July in each year.
  - (e) An employee is entitled to a further period of leave, not exceeding sixteen (16) calendar days, in any period of twelve (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.
- 6.22.5. 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 6.22.4 of this Agreement; or

- (b) the employee fails to provide the Employer with at least six (6) weeks' notice and evidence of the necessity for attendance as required by sub clause 6.22.3 of this Agreement.

6.22.6. Use of other leave

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

6.22.7. Leave granted under this clause will not affect continuity of service or the accrual of leave.

**6.23. Family and Domestic Violence Leave**

6.23.1. 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.

6.23.2. 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.

6.23.3. 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**

6.23.4. The meaning of family and domestic violence is in accordance with the definition of “family violence” in the *Restraining Orders Act 1997* (Section 5A).

6.23.5. To avoid doubt, this definition includes, but is not limited to behaviour that:

- (a) is physically or sexually abusive; or
- (b) is emotionally or psychologically abusive; or
- (c) is economically abusive; or
- (d) is threatening; or
- (e) is coercive; or

- (f) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
- (g) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

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

- 6.23.6. In accordance with the following sub clauses, an employee, may make application for leave to deal with activities related to family and domestic violence. The Employer will assess each application and give consideration to the personal circumstances of the employee seeking the leave.
- 6.23.7. 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.
- 6.23.8. Subject to sub clauses 6.23.6 and 6.23.7, an employee experiencing family and domestic violence will have access to ten (10) non-cumulative days per year of paid family and domestic violence leave, in addition to their existing leave entitlements.
- 6.23.9. Upon exhaustion of the leave entitlement in sub clause 6.23.8, employees will be entitled to up to two (2) days' unpaid family and domestic violence leave on each occasion.
- 6.23.10. Family and domestic violence leave does not affect personal leave entitlements, long service leave entitlements or annual leave entitlements.
- 6.23.11. Subject to the Employer's approval of the application, family and domestic violence leave may be taken as whole or part days off.

### **Notice and Evidentiary Requirements**

- 6.23.12. The employee shall give their Employer notice as soon as reasonably practicable of their request to take leave under this clause.
- 6.23.13. 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.
- 6.23.14. Evidence may include a document issued by the police, a court, a legal service, a health professional, a counsellor, a financial institution, a family violence support service or a refuge service. A statutory declaration may also be provided.

6.23.15. 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**

6.23.16. Subject to the leave provisions of this Agreement, an employee experiencing family and domestic violence may use other leave entitlements.

6.23.17. Subject to the Employer's approval of the application, and sufficient leave entitlements being available, leave may be taken as whole or part days off.

6.23.18. Forms of other paid accrued leave include:

- (a) personal leave;
- (b) annual leave;
- (c) accrued long service leave;
- (d) purchased leave;
- (e) accrued leave in lieu of public holiday; and/or
- (f) Credit Days.

6.23.19. Approval of leave without pay is subject to the provisions of this Agreement.

6.23.20. An employee who is granted leave without pay to accept a scholarship from the Australian Institute of Sport will have that absence count as qualifying service for all purposes except annual leave.

6.23.21. Unless otherwise specified in this Agreement, any continuous period of leave without pay which exceeds fourteen (14) days will not count as qualifying service for any purpose.

#### **Confidentiality**

6.23.22. 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.

6.23.23. 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.



6.23.24. 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.

6.23.25. This clause does not override any legal obligations to disclose information.

### **Contact Person**

6.23.26. 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**

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

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

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

### **Workplace Safety**

6.23.29. 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.

6.23.30. 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.

## **7. CONSULTATION**

### **7.1. Introduction of Change**

7.1.1. 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.

7.1.2. The Employer must notify the relevant employees and the Union of the decision to introduce the major change.

7.1.3. 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; and
  - (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; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

7.1.4. The Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

7.1.5. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

7.1.6. 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 7.1.2, 7.1.3 and 7.1.5 are taken not to apply.

7.1.7. In this provision, a major change is “likely to have a significant effect on employees” if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the Employer’s workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

7.1.8. In this provision, “relevant employees” means the employees who may be affected by the major change.

**Joint Consultative Committee**

7.1.9. The Joint Consultative Committee (JCC) will be a forum for consultation on matters relating to:

- (a) rostering and rostering practice; inclusive of rostering instructions, administrative processes related to rostering inclusive of fatigue management;
- (b) industrial matters generally;
- (c) fixed term and labour hire usage; and
- (d) significant changes to work organisation and or practices in the workplace.

7.1.10. The JCC will be comprised of the Employer or its nominee, Employer nominated representatives and Union nominated representatives.

7.1.11. For the avoidance of doubt, ‘rostering representatives’ as provided for under this Agreement may be required to attend JCC meetings as required for specific roster related matters.

7.1.12. The JCC will convene as required and agreed between the Parties, provided that the JCC shall meet at least once every three (3) months.

7.1.13. The JCC will determine its own operating procedures.

7.1.14. The JCC parties are to provide all reasonable and relevant information except confidential commercial, business or personal information, the release of which may harm a party or individual.

## **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 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 (3) 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 (3) 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 its nominee.
- 8.1.5. Where the dispute cannot be resolved within five (5) working days of the Union representatives' referral of the dispute to the Employer or its nominee, either party may refer the matter to the WAIRC.
- 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 WAIRC 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*.

### **8.2. Board of Reference**

- 8.2.1. Under this Agreement, no disputes between the Parties in relation to any matter will be determined by a Board of Reference.

## **9. REGISTERED ORGANISATIONS MATTERS**

### **9.1. Leave To Attend Union Business**

- 9.1.1. The Employer shall on application of the Union grant paid leave during working hours to an employee:
- (a) who is required to give evidence before an industrial tribunal;
  - (b) who is a Union nominated representative of the employees' and is required to attend negotiations and/or conferences between the Union and Employer;
  - (c) when prior agreement between the Union and the Employer has been reached for the employee to attend official meetings preliminary to negotiations or industrial hearings; or
  - (d) who is a Union nominated representative of employees and is required to attend working parties.
- 9.1.2. 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 in 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 being unduly affected and the convenience of the Employer impaired.
- 9.1.3. The Employer shall be entitled to change the roster to minimise the effect of the employee's absence on the operation of the organisation.
- 9.1.4. Leave of absence will be granted at the Base Rate of Pay 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.
- 9.1.5. The Employer shall not be liable for any expenses associated with an employee attending to Union business.
- 9.1.6. Leave of absence granted under this sub clause shall include any necessary travelling time in normal working hours.
- 9.1.7. An employee shall not be entitled to paid leave to attend Union business other than prescribed by this sub clause.

9.1.8. The provisions of this sub clause shall not apply when an employee is absent from work without the approval of the Employer.

## **9.2. Facilities For Workplace Delegates**

9.2.1. The Employer recognises the rights of the Union to organise and represent its members. Union representatives 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.

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

9.2.3. The Union will advise the Employer in writing of the names of the Union representatives in the organisation and their role and authorities.

9.2.4. 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 clause 9.1 – Leave to Attend Union Business 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 the Employer's executive management.
- (d) paid access to periods of leave for the purpose of attending union training courses in accordance with clause 9.4 – Trade Union Training Leave 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 representatives.

9.2.5. The Employer agrees, upon receiving written authorisation from an employee, to provide to the Union within five (5) working days the employee's bank account details and subsequent changes from time to time for the purpose of enabling the employee to establish direct debit facility for the payment of Union dues. Employers must be indemnified against financial accountability related to these transactions.

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

9.2.7. 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.

### **9.3. Notification of New Employees**

9.3.1. Notwithstanding sub clause 9.2.4(e), unless otherwise agreed, the Employer will notify the Union of the commencement of any new employees on a quarterly basis. Notification includes the new employee's name, commencement date, position title, type of employment, work location, business email addresses, and business phone numbers where available.

### **9.4. Trade Union Training Leave**

9.4.1. Subject to the convenience of the Employer and the provisions of this clause:

- (a) the Employer shall grant paid leave of absence to employees who are nominated by the Union to attend short courses relevant to the 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.

- 9.4.2. An employee shall be granted up to a maximum of five (5) days' paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five (5) days and up to ten (10) days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten (10) days.
- 9.4.3. Leave of absence will be granted at the Base Rate of Pay and shall not include shift allowances, penalty rates or overtime.
- 9.4.4. Where a public holiday or Rostered Day Off falls during the duration of a course, a day off in lieu of that day will not be granted.
- 9.4.5. 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.
- 9.4.6. The granting of leave pursuant to the provisions of this clause is subject to the operation of the Employer not being unduly affected and to the convenience of the Employer.
- 9.4.7. Any application by an employee shall be submitted to the Employer for approval at least four (4) weeks before the commencement of the course, provided that the Employer may agree to a lesser period of notice.
- 9.4.8. All applications for leave shall be accompanied by a statement from the Union indicating that the employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the organisation that is conducting the course.
- 9.4.9. A qualifying period of twelve (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 twelve (12) months service.
- 9.4.10. The Employer shall not be liable for any expenses associated with an employee's attendance at trade union training courses or seminars.
- 9.4.11. Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course or seminar.

## **9.5. Right of Entry**

- 9.5.1. The Parties acknowledge that the Act empowers authorised representatives of the Union to exercise a right to enter the Employer's premises in the circumstances and for the purposes specified in Part II Division 2G of the Act.



## **10. Miscellaneous provisions**

### **10.1. Workplace Health and Safety Representatives Records**

- 10.1.1. The Employer shall maintain a WHS Representative Register (the Register).
- 10.1.2. The Register is to record the following information for each WHS representative in the Department/Organisation covered by this Agreement.
  - (a) name;
  - (b) work branch/division/directorate;
  - (c) work location;
  - (d) job title/occupation;
  - (e) date of election as an WHS representative; and
  - (f) training details on completion of relevant WHS training courses, including initial and refresher training dates.
- 10.1.3. The Employer shall provide a copy of the Register to the Union every six (6) months.
- 10.1.4. The Register is to be submitted to the Department of Mines, Industry Regulation and Safety - Government Sector Labour Relations division on 31 January each year, for the previous year.

### **10.2. Fitness for Duty**

- 10.2.1. To ensure that an employee is medically fit to carry out duties in a satisfactory and safe manner the employee will, if required, undergo a medical examination or health assessment with the Employer's occupational physician. The level of examination or assessment undertaken will take into consideration the activities the employee is required to undertake and be in accordance with the requirements of the National Health Assessment for the Rail Industry. Where employees are found to be unfit, they will be managed under the Employer's Health Management Policy or related policies; as the case may be.
- 10.2.2. The Employer will pay the costs of any medical examination or assessment conducted by the Employer's occupational physician. However, subject to any policy to the contrary, the employee is responsible for any costs associated with any treatment of a condition identified by the Employer's occupational physician.
- 10.2.3. The employee is also responsible for any costs associated with referral to their medical practitioner for a condition or illness resulting from refusing to take prescribed medication and/or refusing to undertake required therapies resulting in the employee being unfit for work.

- 10.2.4. 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.
- 10.2.5. 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.

**SIGNATURES OF PARTIES**

Signed  Date: 26/9/23

**Joshua Dekuyer**

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

Signed:  Date: 26/9/23

**Peter Woronzow**

Chief Executive Officer, The Public Transport Authority of Western Australia

## **11. SCHEDULE 1: SHIFT WORK CONFIGURATIONS AND ALLOWANCES**

### **11.1. Monday to Friday Shift Work**

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

- (a) On an afternoon shift which commences before 1800 hours and the rostered duration of which concludes at or after 1830 hours, an employee will be paid an allowance of \$4.27 an hour on all time paid at the Base Rate of Pay.
- (b) On a night shift, which commences at or between 1800 hours and 0359 hours, an employee will be paid an allowance of \$5.06 an hour on all time paid at the Base Rate of Pay.
- (c) On an early morning shift, which commences at or between 0400 hours and 0600 hours an employee will be paid an allowance of \$4.27 an hour on all time paid at the Base Rate of Pay.
- (d) In addition to the hourly shift work allowance, an employee will be paid an allowance of \$5.06 for any shift where the rostered duration commences or finishes at or between 0101 hours and 0359 hours.

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

**12. SCHEDULE 2: BASE RATES OF PAY**

Classification	Public Transport Authority/ARTBIU (Transperth Train Operations Railcar Driver) Industrial Agreement 2023		
	Base Rate of Pay per week from 17 March 2023	Base Rate of Pay per week from Registration	Base Rate of Pay per week from 17 March 2024
Trainee Railcar Driver	\$1,412.70	\$1,412.70	\$1,463.70
Railcar Driver	\$1,662.00	\$1,662.00	\$1,722.00
Driver Trainer	\$1,761.70	\$1,761.70	\$1,825.30
Tutor Driver	N/A	\$1,828.20	\$1,894.20
Driver Coordinator	\$1,944.54	\$1,961.20	\$2,032.00