

**PUBLIC TRANSPORT AUTHORITY/ARTBIU (TRANSWA) INDUSTRIAL
AGREEMENT 2025**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA	APPLICANT
	-v-	
	AUSTRALIAN RAIL, TRAM AND BUS INDUSTRY UNION OF EMPLOYEES, WESTERN AUSTRALIA BRANCH	RESPONDENT
CORAM	COMMISSIONER T KUCERA	
DATE	MONDAY, 7 APRIL 2025	
FILE NO/S	AG 21 OF 2025	
CITATION NO.	2025 WAIRC 00219	

Result Agreement registered

Representation

Applicant Public Transport Authority of Western Australia

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

Order

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


AND WHEREAS I am satisfied that the *Public Transport Authority/ARTBIU (Transwa) Industrial Agreement 2025* (**agreement**) meets the requirements of the *Industrial Relations Act 1979* (WA) and that it should be registered;

AND WHEREAS the parties consent to the application being determined on the papers;

NOW THEREFORE, the Commission, pursuant to the powers conferred under the Act, and by consent, hereby orders –

1. THAT the agreement made between the parties filed in the Registry of the Commission on 2 April 2025 as amended and titled the *Public Transport Authority/ARTBIU (Transwa) Industrial Agreement 2025*, that is attached to this order, be registered as an industrial agreement with effect from the date of this order.

2. THAT the *Public Transport Authority/ARTBIU (Transwa) Industrial Agreement 2025* replaces the *Public Transport Authority/ARTBIU (Transwa) Industrial Agreement 2023*, which by operation of s 41(8) of the Act is hereby cancelled.

 **(Sgd.) T. KUCERA**

COMMISSIONER T KUCERA

**PUBLIC TRANSPORT AUTHORITY/ARTBIU (TRANSWA) INDUSTRIAL
AGREEMENT 2025**

1. AGREEMENT STRUCTURE

1.1 TITLE

This Agreement will be known as the Public Transport Authority/ARTBIU (Transwa) Industrial Agreement 2025 and replaces the Public Transport Authority/ARTBIU (Transwa) Industrial Agreement 2023 in its entirety.

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1.3 AREA AND SCOPE

- 1.3.1 This Agreement applies to and binds approximately 90 employees who are engaged by the Employer in the Transwa Division in the classifications listed at clause 3.1 of this Agreement and who are members of or are eligible to be members of the Union.
- 1.3.2 This Agreement also applies to and binds the Employer and the Union.
- 1.3.3 This Agreement does not apply to other trades employees or employees of the PTA whose employment or classifications are covered by any other registered industrial awards or agreements, or the replacements thereof.
- 1.3.4 This Agreement is a standalone agreement. This Agreement will prevail over the provisions of the Public Transport Authority (Transwa) Award 2006 (the Award), in its entirety, while the Agreement remains in force.
- 1.3.5 The policies of the PTA, as implemented and amended from time to time, will continue to apply. Where an inconsistency between policy and this Agreement exists, the Agreement prevails to the extent of the inconsistency. Policies of the PTA are those that have been authorised and published by the Chief Executive Officer.

1.4 TERM OF AGREEMENT

- 1.4.1 This Agreement will apply from the date of registration and expire on 31 January 2028.
- 1.4.2 Upon expiry, the Agreement will continue in force until replaced by a new industrial agreement.
- 1.4.3 The parties to this Agreement will commence negotiations for a replacement agreement at least six months prior to its expiry.

1.5 DEFINITIONS

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

- 1.5.5 **“Award”** means the Public Transport Authority (Transwa) Award 2006.
- 1.5.6 **“Base Wage Rate”** means the flat rate applicable for working the ordinary hours exclusive of all allowances and penalties as contained in Schedule 3.
- 1.5.7 **“Blank Day”** is as explained in subclause 3.2.13.
- 1.5.8 **“Casual Employee”** means an employee engaged in accordance with subclause 2.6.
- 1.5.9 **“Commission”** means the Western Australian Industrial Relations Commission.
- 1.5.10 **“Competency”** means knowledge and skills and the application of the knowledge and skills to the standards of performance required in the workplace, consistent with the relevant criteria under the Australian Qualifications Framework (AQF) guidelines.
- 1.5.11 **“Discounted Aggregate Component”** means a value determined by ‘discounting’ the Average Aggregate Component using an agreed discount factor of 45.4/52 to enable the Aggregated Wage Rate to be paid to an employee while on annual leave or long service leave.
- 1.5.12 **“Employer”** means the Public Transport Authority of Western Australia.
- 1.5.13 **“Full Time Employee”** means an employee employed not less than 38 hours per week basis.
- 1.5.14 **“Hourly Reference Rate”** means the Reference Rate divided by 40.
- 1.5.15 **“Master Roster”** means a roster that records all the shifts that are to be worked at a location on a regular basis. The shifts are structured in Working Lines that, wherever practical, provide sufficient work for the employee to perform the required number of ordinary hours over the nominated period.
- 1.5.16 **“Ordinary Hourly Wage Rate”** means the hourly rate determined by determined by dividing the applicable Ordinary Wage Rate by the Ordinary Hours of Work.
- 1.5.17 **“Ordinary Wage Rate”** means the weekly rate determined by multiplying the Base Wage Rate by the applicable Annualised Leave Loading (refer to subclause 6.6.9) plus any allowances which are expressly specified under this Agreement to be part of the Ordinary Wage Rate (i.e. other allowances as nominated by the PTA; where these are applicable to an occupational group under this Agreement).
- 1.5.18 **“Ordinary Hours of Work”** means the 38 or 40 hours of work making up of the guaranteed full time weeks work and excludes overtime or additional hours and public holidays.
- 1.5.19 **“Part Time Employee”** means an employee employed for less than 38 hours per week who receives, on a pro-rata basis, all of the entitlements of a Full Time Employee.
- 1.5.20 **“PTA”** means The Public Transport Authority of Western Australia.
- 1.5.21 **“Protected Days Off”** are as explained in subclause 3.2.12.

- 1.5.22 **“Public Sector”** means all agencies, ministerial offices and non-SES organisations as defined in section 3 of the *Public Sector Management Act 1994*; and employing authorities as defined in section 5 of the *Public Sector Management Act 1994*.
- 1.5.23 **“Railcar Drivers Group”** includes Railcar Drivers, Railcar Driver Trainer and Railcar Driver Coordinator. The only differences to the conditions applicable to the three classifications are that the Driver Coordinator’s wage is not aggregated and has a separate roster and the Railcar Driver Trainer is paid the Railcar Driver’s Aggregate.
- 1.5.24 **“Road Coach Operators Group”** includes Road Coach Operators and Road Coach Operator Instructor.
- 1.5.25 **“Redeployment period”** means the redeployment period as defined by regulation 28 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 1.5.26 **“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 2024 as amended from time to time or its replacements.
- 1.5.27 **“Registered Employee”** means a registered employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
- 1.5.28 **“Registrable Employee”** means a registrable employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
- 1.5.29 **“Rostered Shifts”** means the shifts that have been rostered to enable Transwa’s services to operate.
- 1.5.30 **“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*.
- 1.5.31 **“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*.
- 1.5.32 **“Surplus Employee”** means either a Registrable Employee or a Registered Employee of the PTA.
- 1.5.33 **“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*.
- 1.5.34 **“Transwa”** means the division of the PTA that is responsible for the safe and efficient operation and management of the Western Australian Government's regional rail and country road coach passenger services. Transwa operates diesel powered railcars over the PTA/Arc Infrastructure rail network and road coaches in areas of country WA.
- 1.5.35 **“Union”** means the Australian Rail, Tram and Bus Industry Union of Employees, Western Australia Branch.

- 1.5.36 **“Working Line”** means a line on a roster showing the details of what shift work is to be undertaken during the week for that particular line and should, wherever practical, add up to the required number of Ordinary Hours of Work for the particular work group for the specified period (i.e. 40 hour week). There may be one or more Working Lines on a roster.
- 1.5.37 **“Working Roster”** means an actual roster that the Employer is requiring the employees to work and will show all shifts to be worked for the period of the roster.

1.6 CUSTOMER SERVICE

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

1.7 NO FURTHER CLAIMS

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

1.8 RELATIONSHIP BETWEEN THE SCHEDULES AND THE GENERAL PROVISIONS

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

2. CONTRACT OF EMPLOYMENT

2.1 DIRECT AND PERMANENT EMPLOYMENT

2.1.1 The Employer recognises that:

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

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

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

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

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

2.1.6 Where more than one appropriate permanent Surplus Employee exists, the following hierarchy will apply for access to the role or duties:

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

2.2 DELIVERY OF PUBLIC SERVICES

2.2.1 The PTA prefers the delivery of public services to be undertaken by its employees.

2.2.2 Only in exceptional circumstances, and following Government having considered the public interest, will work or functions currently undertaken by employees be privatised or outsourced. Meaningful consultation will occur with the Union and affected employees at the earliest possible opportunity.

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

2.3 COMMENCEMENT

- 2.3.1 The Employer will advise each employee, prior to the time of engagement, if they are to be employed as a permanent Full Time, permanent Part Time, fixed term contract or Casual Employee.
- 2.3.2 The Employer will advise such employee that their employment will be subject to the provisions of statutory and Employer rules, regulations and policies as amended from time to time.

2.4 FULL TIME EMPLOYMENT

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

2.5 PART TIME EMPLOYMENT

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

2.6 CASUAL EMPLOYMENT

- 2.6.1 A Casual Employee will be paid for each hour worked at the appropriate classification contained in Schedule 3, with the addition of casual loading in lieu of annual leave, personal leave and public holidays. Casual loading will be in accordance with clause 2.6.2.
- 2.6.2 The casual loading payable is 25 per cent on and from the date of registration of this Agreement.
- 2.6.3 Conditions of employment, leave and allowances provided under this Agreement do not apply to a Casual Employee except where expressly provided. However, where expenses are directly and necessarily incurred by a Casual Employee in the ordinary performance of their duties, they will be entitled to reimbursement in accordance with this Agreement.
- 2.6.4 The minimum period of engagement of a Casual Employee will be three hours on each engagement.
- 2.6.5 The hours of duty for Casual Employees will be allocated by the Employer.
- 2.6.6 Casual Employees will receive any applicable weekend and shift allowances and also overtime penalties for additional hours worked in excess of 38 or 40 hours per week, according to time worked and calculated on their hourly rate inclusive of the casual loading.
- 2.6.7 The employment of a Casual Employee may be terminated at any time by the Casual Employee or the Employer giving to the other one-hour prior notice. In the event of the Employer or the Casual Employee failing to give the required notice one hours' wages will be paid or forfeited as applicable.
- 2.6.8 Subject to the evidentiary and notice requirements in clause 6.2.26 and 6.2.13 of this Agreement, a Casual Employee is entitled to not be available to attend work or to leave work if they need to care for members of their immediate family or household who are ill or injured and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 2.6.9 The Employer and the Casual Employee will agree on the period for which the Casual Employee will be entitled to not be available to attend work. In the absence of agreement, the Casual Employee is entitled to not be available to attend work for up to two days per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.
- 2.6.10 An Employer must not fail to re-engage a Casual Employee because the Casual Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not engage a Casual Employee are otherwise not affected.
- 2.6.11 An Employer may only engage a person as a Casual Employee in the following circumstances:
 - (a) if the hours and patterns of work fluctuate substantially and are not regular or systematic; or

- (b) hourly, for a period of up to four consecutive weeks in each engagement; or
- (c) in any other situation agreed between the Employer and Union.

2.6.12 For the purposes of this clause:

- (a) an **‘eligible Casual Employee’** is an employee described as a Casual Employee who:
 - (i) completed 12 or more months of service with the Employer in the same or a similar role without a break in service; and
 - (ii) has a record of satisfactory performance in their role; and
 - (iii) who is engaged at a classification and remuneration level below General Division Level 9.1, as identified in the Public Sector CSA Agreement 2024 or its replacement.
- (b) a **‘break in service’** is a period of more than 30 days during which a person is not engaged by the Employer to perform work, attributable to fluctuating demand or business need or taken at the request of the employee.
- (c) If a question arises in a dispute under this Agreement as to whether a break between contracts constitutes a break in service, it is the responsibility of the Employer to demonstrate the break was attributable to fluctuating demand or business need, or in response to an employee request, and was not imposed to avoid an obligation to review or permanently appoint an employee.

2.6.13 The Employer must review the circumstances of an eligible Casual Employee’s engagement to determine whether or not they meet a circumstance described in subclause 2.6.11 no later than three months after:

- (a) the date on which the employee becomes an eligible casual Employee;
- (b) for an employee who is an eligible Casual Employee on the date of registration of this Agreement – that date; and
- (c) for an employee who has continued to be engaged as a Casual Employee without a break in service – each second anniversary of the date referred to in 2.6.13(a) or 2.6.13(b).

2.6.14 If, after carrying out a review referred to in subclause 2.6.13, the Employer determines an employee’s engagement does not meet a circumstance listed in subclause 2.6.11, the Employer must:

- (a) establish a new permanent position reflecting the duties of the casual role at the FTE equivalent to the average hours worked by the employee for the preceding six months, unless:
 - (i) the CEO (or delegate) of the Employer certifies in writing that the role performed by the employee:

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

2.7 FIXED TERM CONTRACT EMPLOYMENT

- 2.7.1 Subject to this clause and in accordance with clause 2.3 – Commencement of Employment, employees may be employed on contracts having fixed terms.

- 2.7.2 Before employing a person as a fixed term contract employee or providing a new or extended fixed term contract to an employee, the Employer must first consider whether any permanent Surplus employees can undertake the role or duties required. If a permanent Surplus Employee can undertake the role or duties, they will be offered the employment.
- 2.7.3 Where more than one appropriate permanent Surplus Employee exists, the following hierarchy will apply for access to the role or duties:
- (a) internal Surplus Employees are considered first;
 - (b) if no internal Surplus Employees are suitable, Registered Employees from other employing authorities are considered; and
 - (c) if no Registered Employees are suitable, Registrable Employees from other employing authorities are considered.
- 2.7.4 In exercising their employing authority, Employers may only employ a person as a fixed term contract employee in the following circumstances:
- (a) covering one-off periods of relief;
 - (b) work on a project with a finite life;
 - (i) where a project is substantially externally funded including multiple external funding, the Employer must present a business case supporting the use of fixed term contract employees in such positions to the Union;
 - (ii) where external funding has been consistent on an historical basis, and it can be reasonably expected to continue the Employer will assess the percentage of positions for which permanent appointment can be made;
 - (c) work that is seasonal in nature;
 - (d) where an employee with specific skills is not readily available in the Public Sector is required for a finite period; or
 - (e) in any other situation as is agreed between the parties to this Agreement.
- 2.7.5 Employees appointed for a fixed term will be advised in writing of the terms of the appointment, including the circumstances of the appointment as provided under sub clause 2.7.4 and such advice will specify the dates of commencement and termination of employment.
- 2.7.6 The Employer will provide the Union the names and work locations and business email addresses of all fixed term contract employees within two months of registration of this Agreement and subsequently, within 28 days of a request being made in writing.

Conversion to Permanency for Fixed Term Employees

- 2.7.7 For the purposes of this clause:
- (a) an 'eligible fixed term employee' is a fixed term employee:

- (i) who has completed 12 or more months of service in the same or a similar role under one or more fixed term contracts with the Employer without a break in service;
 - (ii) has a documented record of satisfactory performance in their role;
 - (b) a break in service is between contracts of more than two weeks, attributable to fluctuating demand or business need, or taken at the request of the employee.
 - (c) Any period between contracts for which payment in lieu of leave has been made by the Employer does not count towards calculating the two-week period.
 - (d) If a question arises in a dispute under this Agreement as to whether a break between contracts constitutes a break in service, it is the responsibility of the Employer to demonstrate the break was attributable to fluctuating demand or business need, or in response to the employee's request and was not imposed to avoid an obligation to review or permanently appoint an employee.
- 2.7.8 The Employer must review the contract and the circumstances of the work being performed by the employee at the time of the review to determine whether the fixed term employment meets a circumstance listed in subclause 2.7.4.
- 2.7.9 The review at 2.7.8 must take place, no later than three months after:
- (a) the date on which an employee became an eligible fixed term employee;
 - (b) for an employee who is an eligible fixed term employee on the date of registration of this Agreement – that date; and
 - (c) for an employee who continues to be employed on a fixed term contract in the same or a similar role without a break in service – each second anniversary of the date referred to in paragraph 2.7.9(a) or (b).
- 2.7.10 If, after carrying out a review referred to in subclause 2.7.9, the Employer determines the fixed term employment does not meet a circumstance listed in subclause 2.7.4, the Employer must appoint the employee permanently to the same position at their current FTE.
- 2.7.11 The requirement at 2.7.10 does not apply if the PTA's CEO (or CEO's delegate) certifies in writing that the role performed by the fixed term employee can no longer be funded from within the PTA's approved salary expense limits.
- 2.7.12 If, after carrying out a review referred to in subclause 2.7.9, the PTA determines the fixed term contract meets a circumstance listed in subclause 2.7.4, the PTA must give the employee in writing no later than two weeks after the date of completing the review:
- (a) a statement of the review outcome and the reasons for it; and
 - (b) a plain-language summary of the Employer's obligations under this clause to appoint eligible fixed term employees to permanent employment, and the actions the employee can take if they disagree with the review outcome.

- 2.7.13 For the purposes of 2.7.9 if an eligible fixed term employee is employed under multiple fixed term contracts with the Employer, each contract and the circumstances of the work being performed under it is to be reviewed individually.

2.8 JOB SHARE

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

2.9 PROBATION

2.9.1 Current Employee

- (a) A current employee's appointment or promotion to a position will be subject to a probationary period of three months. The probationary period may be extended by express agreement between the parties to this Agreement.
- (b) Subject to satisfactory performance an employee's appointment will be confirmed at the conclusion of the probationary period.

- (c) During the probationary period, if the employee's performance is not satisfactory, the Employer may give the employee one weeks' notice and return the employee to the classification held immediately prior to the employee's appointment to the new position.

2.9.2 New Employee

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

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

2.9.4 Railcar Drivers appointed from Transperth Train Operations to Transwa.

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

2.10 ORDINARY DUTIES

2.10.1 The Employer may direct an employee to:

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

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

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

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

2.11 HIGHER DUTIES

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

2.12 UNSATISFACTORY PERFORMANCE

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

2.13 DISCIPLINE

2.13.1 Definitions

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

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

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

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

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

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

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

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

2.14 STAND DOWN

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

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

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

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

2.15 TERMINATION

2.15.1 Notification Period

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

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

- (b) Provided that where the employee is aged over 45 years and has more than two years continuous service, the period of notice will be five weeks.
- (c) Where mutually agreed a shorter period of notice may be given without payment, or forfeiture of payment in lieu.
- (d) Summary Dismissal. The Employer may summarily dismiss an employee deemed guilty of gross misconduct or neglect of duty and the employee will not be entitled to any notice or payment in lieu of notice. Normal disciplinary procedures do not apply in this case.

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

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

2.16 REDEPLOYMENT AND REDUNDANCY

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

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

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

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

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

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

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

3. HOURS OF WORK

3.1 WORK GROUPS

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

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

3.2 ROSTERING ARRANGEMENTS

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

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

3.2.13 Blank Day

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

3.2.14 Mutual Changes of Shifts

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

3.2.15 Roster Relief Lines

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

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

3.2.16 Road Coach/Railcar Preparation and Stabling Times

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

3.2.17 Fatigue Management

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

3.3 OVERTIME AND PENALTY RATES

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

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

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

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

3.3.3 Overtime Penalties

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

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

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

3.3.7 Rostered Shifts Longer than 11 Hours

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

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

3.4 OVERTIME ALLOCATION AND RECORDING

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

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

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

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

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

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

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

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

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

3.5 GUARANTEED WEEK

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

3.5.2 Full Time Employees

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

3.5.3 Part Time Employees

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

3.5.4 Exceptions to the Guaranteed Week

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

4. WAGES

4.1 WAGE RATES

- 4.1.1 Wage rates applying to employees covered by this Agreement are shown in Schedule 3: Base Wage Rates and Schedule 4: Ordinary Wage Rates.
- 4.1.2 Schedule 3 shows the Base Wage Rate, based on a 40-hour week, which excludes annualised leave loading and Schedule 4 shows the Ordinary Wage Rate which includes annualised leave loading.
- 4.1.3 The Ordinary Wage Rates have been determined by multiplying the Base Wage Rate for a work group by the applicable annual leave loading (refer to subclause 6.6.9).
- 4.1.4 The Base Wage Rate for a Railcar Driver Coordinator is established relative to the Railcar Driver Base Wage Rate plus 17.5%.
- 4.1.5 The Base Wage Rate for a Railcar Driver Trainer is established relative to the Railcar Driver Base Wage Rate plus 6%.
- 4.1.6 The Base Wage Rate for a Road Coach Operator Instructor is established relative to the Road Coach Operator Base Wage Rate plus 6%.
- 4.1.7 Schedule 3: Base Wages Rates provides for wage adjustments applying from 1 February 2025, 1 February 2026 and 1 February 2027.
- 4.1.8 An employee who is employed by the Employer on the date an application to register this Agreement as an industrial instrument, under s41 of the *Industrial Relations Act 1979* (WA), is lodged in the Registry of the WAIRC receives a payment equivalent to the additional wages that would have been paid had the wages in Schedule 3 been paid on and from 1 February 2025.
- 4.1.9 An employee who resigns or retires of whose employment is otherwise terminated prior to lodgement of an application to register this Agreement as an industrial agreement in the Registry of the WAIRC, is not entitled to the payment provided in clause 4.1.8 of this Agreement.

4.2 AGGREGATION OF WAGE

- 4.2.1 Aggregation is a method of payment devised to ensure that employees who work over seven days of the week or the twenty-four hours of the day will each receive the same amount of penalty payments and allowances as other employees working the roster regardless of the penalties and allowances actually earned by each individual employee.
- 4.2.2 The fundamental premise of wage aggregation is that neither party (the PTA and its employees) should be advantaged or disadvantaged by the method used to pay employees.
- 4.2.3 Employees, other than the Railcar Driver Coordinator, who work over seven days of the week or the twenty-four hours of the day, may have their wages aggregated. The Railcar Driver Trainer is paid the Railcar Drivers Aggregate Component.. The Road Coach Operator Instructor is paid the Road Coach Operator Aggregate component. There is no separate aggregation calculation.

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

4.3 PAYMENT OF WAGES

- 4.3.1 Wages will be paid fortnightly no later than the Friday in the week in which the payment is made.
- 4.3.2 All wages will be paid into accounts nominated by the employee with a bank, building society or credit union.
- 4.3.3 Where an employee can demonstrate that the employee has incurred a financial penalty due to the non-remittance of remuneration by the day provided for in subclause 4.3.1 of this subclause to the nominated financial institution as provided for in subclause 4.3.2 of this subclause the employee may recoup the penalty from the Employer unless the late remittance was:
 - (a) due to actions (or inactions) of the employee such as the late or non-submission of applicable timekeeping or banking information; or
 - (b) of no fault of the Employer's or due to events outside the control of the Employer such as bank funds transfer errors.

- 4.3.4 For the purpose of this subclause, the Employer will not be responsible for any penalty incurred by an employee for non-remittance of funds into a trust account operated by the administrator, where the employee has entered into salary packaging arrangement.
- 4.3.5 Wage shortfalls: Where the Employer is informed by an employee that the employee has not been paid the full amount of wages due to the employee in a fortnightly pay the Employer will immediately investigate the matter. Where an underpayment is confirmed and determined to be the fault of the Employer, the Employer will pay the shortfall to the employee in the next fortnightly pay where practical.
- 4.3.6 Recovery of Overpayments
- (a) The Employer has an obligation under the *Financial Management Act 2006* to account for public monies. This requires the Employer to recover overpayments made to an employee.
 - (b) Any overpayment identified and proven and made to an employee will be repaid to the Employer within a reasonable period of time.
 - (c) Where an overpayment is identified and proven, the Employer will provide the employee with the written details of the overpayment and notify the employee of their intent to recover the overpayment.
 - (d) Where the employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the Employer and employee.
 - (e) Arrangements for the recovery of an overpayment will be negotiated between the Employer and employee. Any negotiated agreement between the Employer and the employee will be evidenced in writing stating the amount to be deducted and the time period for the deductions to occur with a signed copy provided to both Employer and employee for their records.
 - (f) If an amount of repayment cannot be agreed to between the Employer and employee as per subclause (e) above, the Employer may not deduct or require an employee to repay an amount exceeding 10% of the employee's net pay in any one pay period without the employee's agreement. This will be confirmed in writing with the employee.
 - (g) If the employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with clause 8.1 – Dispute Resolution Procedure. No deductions relating to the overpayment will be made from the employee's pay while the matter is being dealt with in accordance with the Dispute Resolution Procedure.
 - (h) Nothing in this provision will be taken as precluding the Employer's legal right to pursue recovery of overpayments.
 - (i) Where the Employer alters the pay cycle or pay day, any consequential variations to an employee's fortnightly wages and/or payments to compensate will not be considered an overpayment for the purposes of this subclause.

4.4 REMUNERATION PACKAGING

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

- 4.4.11 The cancellation of remuneration packaging will not cancel or otherwise affect the operation of this Agreement.
- 4.4.12 The Employer will not unreasonably withhold agreement to remuneration packaging on request from an employee.
- 4.4.13 The Dispute Resolution Procedure contained in this Agreement will be used to resolve any dispute arising from the operations of this subclause.

4.5 RECLASSIFICATION AND REVIEW

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

5. ALLOWANCES

5.1 AGGREGATION COMPONENT

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

5.2 SHIFT WORK ALLOWANCES

5.2.1 Morning Shift

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

5.2.2 Afternoon Shift

- (a) This allowance is paid on a per hour basis up to a maximum of eight hours for shifts which commence before 1800 hours and the ordinary hours conclude at or after 1830 hours (Monday to Friday). The allowance rate paid per hour is shown in Schedule 1: Allowances.

- (i) Example 1: An employee who commences shift at 07:45 and finishes at 18:45 works a total of 11 hours. The ordinary time of eight hours finishes at 15:45 which attracts no afternoon shift allowance. After 15:45 three hours overtime is payable.
- (ii) Example 2: An employee who commences shift at 11:00 and finishes at 21:00 works a total of 10 hours. The ordinary time of eight hours finishes at 19:00 and afternoon shift allowance applies on those eight hours, after 19:00 two hours overtime is payable.
- (iii) Example 3: An employee who commences shift at 11:30 and finishes at 18:45 works a total of 7.25 hours. The ordinary time of 7.25 hours finishes at 18:45. Afternoon shift allowance applies on seven hours in accordance with subclause 5.2.4(b).

5.2.3 Night Shift

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

5.2.4 Late Shift

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

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

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

- (i) Monday to Saturday

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

- (ii) Sunday

For each shift between eight and 11 hours in duration all time in excess of eight hours up to 11 hours receives a long shift allowance and is paid at double time. The ordinary hours pay component is already factored into the Ordinary Hours of Work. The eight-11th hour penalty is factored into the Aggregate Component as follows: Each hour (up to three hours per shift) multiplied by 1.0 times the applicable Ordinary Hourly Rate.

5.3 HELD AWAY-FROM-HOME ALLOWANCE

- 5.3.1 Held Away From Home (HAH) Allowance is applicable where an employee is rostered or directed to book off at a location other than their home depot and does not resume duty within 12 hours. HAH Allowance is only paid when an employee books off at a location with the intention of departing from such location for their home depot at which the employee is to be again released from duty.

5.3.2 HAH hours may be used to make up guaranteed hours for a week where the total of the shift hours for a Working Line are less than the guaranteed hours. That is, if the guaranteed hours for the week are 40 but the shift hours for a Working Line only add up to 38 then any HAH hours applicable to that Working Line (in this case up to a maximum of two hours) can be used to make up the guaranteed hours for the week. Any surplus HAH hours for the Working Line are then included in the Aggregate Component using the applicable Ordinary Hourly Rate.

5.3.3 Employees attract a HAH Allowance as follows:

- (a) Where an employee books off at a foreign location from a shift on a Monday through to Friday, and is required to resume duty the next day, any HAH hours that result can be used to supplement the guaranteed hours for the week to the extent that the guaranteed hours for that week are met. Any 'surplus' HAH hours are then included as an allowance (using the applicable Ordinary Hourly Rate) when calculating the Aggregate Component.
- (b) Where an employee books off at a foreign location from a shift on a Saturday, and is required to resume duty on Sunday, any HAH hours that result are not used against the guaranteed week as they were incurred on the last day of the roster week. As the HAH is due from working a Saturday shift all hours are paid at the rate of time and a half and included as an allowance (using the applicable Ordinary Hourly Rate) when calculating the Aggregate Component.
- (c) Where an employee books off at a foreign location from a shift on a Sunday, and is required to resume duty on Monday, any HAH hours that result can be used to supplement the guaranteed hours for the week. As the HAH is due after working a Sunday shift it is paid at the rate of double time.
- (d) The number of HAH hours is multiplied by two before offsetting any hours against the guaranteed hours for the week, with the balance of hours being paid at double time and included as an allowance (using the applicable Ordinary Hourly Rate) when calculating the Aggregate Component.
- (e) Where the roster is altered to allow for altered schedules or operational needs any additional HAH that is incurred and that is not included in the aggregation or is not used to offset the "Guaranteed Week" is to be paid directly to the employee who is being held away from home for the extended period at the Ordinary Wage Rate or, where applicable, the Aggregated Wage Rate.

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

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

(d) by agreement with the employees concerned.

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

5.4 DISTANCE ALLOWANCE PAYMENT (TRANSWA ROAD COACH OPERATORS)

- 5.4.1 Road Coach Operators are paid an allowance as shown in Schedule 1: Allowances per journey where the distance travelled is in excess of 600 kilometres per shift.
- 5.4.2 The allowance referred to in subclause 5.4.1 will apply, but is not limited to the following destinations:

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

5.5 AWAY FROM HOME AND MEAL ALLOWANCES

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

5.6 RELIEVING ALLOWANCE

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

5.7 TRAVELLING ALLOWANCE

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

5.8 DISTRICT ALLOWANCE

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

5.9 RAILCAR DRIVER TRAINING ALLOWANCE

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

5.10 OVERNIGHT TRAVEL ALLOWANCE

- 5.10.1 An employee who travels on official business, which necessitates an overnight stay away from their usual place of residence, will be paid an allowance for each night the employee remains away from their usual place of residence. The rate per night is as shown in Schedule 1: Allowances.

5.11 ADJUSTMENT OF ALLOWANCES

Shift Allowances

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

- (a) morning/afternoon shift - 15% of the Hourly Reference Rate; or
- (b) night shift- 20% of the Hourly Reference Rate; or
- (c) late shift - 20% of the Hourly Reference Rate.

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

5.11.3 Distance Allowance

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

5.11.4 Away From Home and Meal Allowance

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

5.11.5 Relieving Allowance

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

5.11.6 Travelling Allowance

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

5.11.7 District Allowance

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

5.11.8 Railcar Driver Training Allowance

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

6. LEAVE ENTITLEMENTS

6.1 PUBLIC HOLIDAYS

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

Aggregated Wage Rate

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

Non-Aggregated Wage Rate

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

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

6.1.6 Monday to Friday Roster

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

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

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

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

6.1.10 Work into a Public Holiday

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

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

6.1.11 Where a public holiday falls within a period of approved paid leave (except paid parental leave) such day will be paid as a public holiday.

6.2 PERSONAL LEAVE

- 6.2.1 This clause applies to Full Time and Part Time Employees. Personal leave is not available to Casual Employees except for unpaid carer’s leave as prescribed in clause 6.2.17.
- 6.2.2 Personal leave is not to be used for circumstances normally met by other forms of leave.
- 6.2.3 Continuity of service and the accrual of leave will not be affected by an Employee taking paid personal leave.

Entitlement

- 6.2.4 Paid personal leave at the Ordinary Rate of Pay or, where applicable, the Aggregated Rate of Pay will be available to an employee when they are absent due to:
 - (a) personal illness or injury;
 - (b) providing care or support (carer’s leave) to a member of the employee’s family or household due to:
 - (i) illness or injury of the member; or
 - (ii) an unexpected emergency affecting the member.
- 6.2.5 The definition of a member of the employee’s family or household is the same as provided in subclause 6.2.15.
- 6.2.6 References to illness in this clause include physical and psychological ill health.

- 6.2.7 An employee will be entitled to 100 hours of paid personal leave for each completed year of service.
- 6.2.8 Personal leave accrues pro rata on a weekly basis according to ordinary hours worked.
- 6.2.9 Personal leave is deducted in accordance with the rostered hours the employee would have worked had they not taken personal leave.
- 6.2.10 Part time Employees accrue personal leave pro rata according to ordinary hours worked.
- 6.2.11 Unused personal leave entitlements will accumulate from year to year.
- 6.2.12 An employee on personal leave on full pay will receive the applicable loadings or penalties the employee would have received but for the absence due to subclause 6.2.4.

Duty to Notify

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

Carer's Leave

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

Unpaid Carer's Leave

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

Personal Leave Without Pay

- 6.2.21 Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The Employer will not unreasonably withhold this leave.
- 6.2.22 Personal leave without pay not exceeding a period of three months in a continuous absence does not affect anniversary dates of personal leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in continuous absence, the period in excess of three months is excised from qualifying service.
- 6.2.23 Personal leave without pay is not available to employees who have exhausted all of their paid personal leave entitlements and are seeking leave for circumstances outlined in subclause 6.2.4(b). However, other forms of leave, including unpaid carer's leave and leave without pay, may be available.

Worker's Compensation

- 6.2.24 Where an employee suffers an "injury" within the meaning of section 5 of the *Workers' Compensation and Injury Management Act 2023* (WA), 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 61 (3) of the *Workers' Compensation and Injury Management Act 2023* (WA) where the claim for workers' compensation is decided in favour of the employee, personal leave credit is to be reinstated and the period of absence will be granted as personal leave without pay.

- 6.2.25 For any period the employee is or becomes entitled to receive income compensation under the provisions of the *Workers' Compensation and Injury Management Act 2023* (WA), the employee continues to accrue entitlements to personal leave, annual leave and long service leave.

Evidentiary Requirements

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

Re-crediting Annual Leave

- 6.2.30 Where during a period of annual leave an employee:
- (a) is ill or injured for a period of at least seven consecutive calendar days;

(b) advises the Employer as soon as practicable providing evidence that would satisfy a reasonable person of their entitlement to personal leave; and

(c) would have been approved personal leave for the period;

The Employer will recredit the employee's annual leave and deduct from the employee's personal leave credits for the period the employee was ill or injured.

Re-crediting Long Service Leave

6.2.31 Where during a period of long service leave an employee:

(a) is ill or injured for a period of at least 14 consecutive calendar days;

(b) advises the Employer as soon as practicable providing evidence that would satisfy a reasonable person of their entitlement to personal leave; and

(c) would have been approved personal leave for the period;

The Employer will recredit the employee's long service leave and deduct from the employee's personal leave credits for the period the Employee was ill or injured.

War Caused Illness

6.2.32 An employee who produces evidence from the Department of Veterans' Affairs stating that the employee has a war-caused illness will be credited special paid leave of 15 working days per annum.

6.2.33 Paid leave under subclause 6.2.32:

(a) may accumulate up to a maximum of 45 working days;

(b) is to be recorded separately to the employee's normal personal leave entitlement;

(c) is only to be accessed for illness related to the war-caused illness; and

(d) may be accessed despite normal personal leave credits being available.

6.2.34 An application for paid leave under this clause is to be supported by evidence that would satisfy a reasonable person of the entitlement.

Travelling time for Regional Employees

6.2.35 Subject to the evidence requirements set out in clause 6.2.29, a regional employee who requires medical attention at a medical facility in Western Australia located 240 kilometres or more from their workplace is granted paid travel time undertaken during the employee's ordinary working hours up to a maximum of 40 hours per annum.

6.2.36 The Employer may approve additional paid travel time to a medical facility in Western Australia where the employee can demonstrate to the satisfaction of the Employer that more travel time is warranted.

6.2.37 The provisions of this clause are not available to employees while on leave without pay or personal leave without pay.

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

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

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

Mental Health

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

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

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

6.3 FAMILY AND DOMESTIC VIOLENCE LEAVE

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

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

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

Definition of Family and Domestic Violence

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

Access to Family and Domestic Violence Leave

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

Notice and Evidentiary Requirements

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

Access to Other Forms of Leave

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

Confidentiality

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

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

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

Contact Person

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

Individual Support

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

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

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

Workplace Safety

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

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

6.4 BEREAVEMENT LEAVE

6.4.1 Employees will, on the death of:

- (a) the spouse or de facto partner of the employee;
- (b) a former Spouse or former de-facto partner of the employee;

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

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

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

6.4.3 The five days need not be consecutive.

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

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

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

6.4.7 Travelling time for Regional Employees

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

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

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

- (i) An employee employed on a fixed term contract for a period greater than 12 months, will be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
- (ii) An employee employed on a fixed term contract for a period less than 12 months will be credited with the same entitlement on a pro rata basis for the period of employment.
- (iii) A Part Time Employee will be entitled to the same entitlement as a Full Time Employee for the period of employment, but on a pro rata basis according to the number of ordinary hours worked each fortnight.
- (iv) For Casual Employees, the provisions apply to the extent of their agreed working arrangements.

6.5 ROSTERING OF LEAVE

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

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

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

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

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

- (a) applications to clear a full 13-week entitlement to long service leave;
 - (b) applications to clear a full entitlement to annual leave;
 - (c) applications to clear shorter periods of annual leave (including single days);
 - (d) applications to clear shorter periods of long service leave (including single days);
 - (e) applications to clear approved purchased leave.
- 6.5.4 Where an employee does not nominate dates for the clearance of leave the Employer will designate dates for the clearance on the leave roster for the following financial year.
- 6.5.5 The Employer may approve an application by an employee to vary their leave dates after the leave roster is posted. Such variation must be consistent with the Employers' operational requirements.
- 6.5.6 An employee may apply to defer part of their annual leave entitlement to be taken in the following financial year. The decision to grant or refuse the deferral will be at the Employer's discretion. At the time of application, an employee seeking deferral must nominate specific provisional dates in the following leave year when the deferred leave can be cleared and the Employer's decision to grant the application will constitute an agreement that the leave will be taken on those dates. The employee may submit a further leave request for the deferred leave during the next leave roster process confirming or seeking to vary the provisionally agreed dates, which will be treated no less favourably than a new leave request. In the absence of a further leave request, the employee will be rostered on leave on the provisionally agreed dates.

6.6 ANNUAL LEAVE

- 6.6.1 Employees, other than those required to work over seven days of the week or the 24 hours of the day, will be entitled to four weeks of annual leave per year after 12 months of continuous service.
- 6.6.2 Continuity of service and accrual of leave will not be affected by an employee taking annual leave.
- 6.6.3 Employees required to work over seven days of the week, or the 24 hours of the day will be entitled to five weeks of annual leave per year after 12 months of continuous service.
- 6.6.4 Annual leave entitlement will accrue pro rata on a weekly basis.
- 6.6.5 Employees resuming from annual leave will not be rostered on shift before 0600 hours on the day following the completion of the leave unless it is mutually agreed by the Employer and the employee to commence shift earlier.
- 6.6.6 Part Time Employees will be granted annual leave in the proportion that the number of ordinary hours worked bear to Full Time Employees and:

- (a) for employees who consistently worked a regular number of ordinary hours during the whole of their qualifying service, they will continue to be paid on that basis during their leave;
- (b) for employees who worked a varying number of weekly hours during their qualifying service, they will be paid on the basis of the average ordinary hours worked during their qualifying service;
- (c) For the purposes of this subclause 'qualifying service' means:
 - (i) the 52 weeks immediately prior to the taking of the annual leave; or
 - (ii) where the employee has been employed in a part time capacity for less than 52 weeks, the period of part time employment.

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

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

6.6.9 Annual leave loading

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

- (a) Four weeks annual leave – annual leave loading of 17.5%
- (b) Five weeks annual leave – annual leave loading of 20%
- (c) Annual leave loading will form part of the weekly Ordinary Wage Rates as specified in Schedule 4, for the term of this Agreement.
- (d) For the purpose of annualising leave loading, a leave loading component of 1.3% has been factored into the wage rates for employees in receipt of four weeks of annual leave and a leave loading component of 1.9% has been factored into the wage rates for employees required to work over the seven days and/or 24 hours of the day.
- (e) Maximum Annual Leave Loading Cap:
 - (i) The amount of annual leave loading calculated in accordance with this subclause for each completed year of service will not exceed the Annual Leave Loading Cap Rate.
 - (ii) The amount of annual leave loading for employees entitled to four (4) weeks' annual leave for each completed year of service will not exceed an amount of the weekly salary rate of a General Division Level 8.1 employee under the Public Service and Government Officers CSA General Agreement 2024 (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 2027 are shown in the following table.

Maximum Annual Leave Loading Cap for annual leave:	Maximum 4 weeks	Maximum 5 weeks
Commencing on or after 1 January 2025	\$2,037.30	\$2,546.63
Commencing on or after 1 January 2026	\$2,118.79	\$2,648.49
Commencing on or after 1 January 2027	\$2,192.95	\$2,741.19

6.7 ADDITIONAL DAY FOR EASTER SUNDAY

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

6.8 LONG SERVICE LEAVE

- 6.8.1 An employee (including a Casual Employee) will be entitled to 13 weeks paid long service leave on the completion of ten years continuous service and an additional 13 weeks paid long service leave for each subsequent period of seven years of continuous service completed by the employee.
- 6.8.2 By agreement with the Employer, the entitlement can be taken as follows:
 - (a) 13 weeks on full pay;
 - (b) 26 weeks on half pay; or
 - (c) 6.5 weeks on double pay.
- 6.8.3 Reimbursement of Long Service Leave Deduction from Aggregated Wage

- (a) An employee who had a substantive position within Transwa with an Aggregated Wage Rate and either resigns or is appointed to another position within the PTA (except for another aggregated position within this Agreement) prior to qualifying for an allocation of long service leave, will be entitled to a reimbursement.
 - (b) The value of the reimbursement will be based on the difference between the prevailing discounted Average Aggregated Component (discounting factor of 45.4/52 as outlined in Clause 3.1.1 of Schedule 5: Aggregation Methodology) for the substantive position and a discounted average aggregated component based on a discounting factor of 47/52 using the same Average Aggregate Component. This (weekly) difference will then be multiplied by the number of weeks worked in the 'aggregate wage' position since long service leave deductions were introduced on 26 June 2009 or the date on which the employee last qualified for an allocation of long service leave, whichever is the latter.
- 6.8.4 No deduction of long service leave shall be made for any public holiday occurring during an employee's absence on long service leave.
- 6.8.5 Long service leave may be taken in periods of one day or more, at a mutually agreed time.
- 6.8.6 Long service leave will be paid at the employee's rate of pay as prescribed in the wages clause.
- 6.8.7 For the purposes of determining long service leave entitlement, the expression "continuous service" includes any period during which the employee is absent on paid leave but does not include any period exceeding two continuous weeks during which the employee is absent on any form of leave without pay.
- 6.8.8 Continuity of service will not be broken by the absence of the employee on any form of approved paid leave or by the standing down of an employee under the terms of this Agreement.
- 6.8.9 Long service leave does not affect continuity of service or the accrual of long service leave.
- 6.8.10 The Employer may direct an employee to take a long service entitlement that has been accrued for more than 12 months.
- 6.8.11 Where an employee is directed to take long service leave entitlement, it will be taken within 12 months of the direction, at a time agreed between the Employer and the employee.
- 6.8.12 Where a time cannot be agreed within the 12-month period, the Employer will determine the date on which the employee will be required to start long service leave. Provided that the Employer will give at least 30 days' notice to the employee of the day on which the long service leave is to commence.
- 6.8.13 Employees resuming from long service leave will not be rostered on shift before 0600hrs on the day following the completion of the leave unless it is mutually agreed by the Employer and the employee to commence the shift earlier.

Early Access to Pro Rata Long Service Leave

- 6.8.14 An employee shall be able to access pro rata long service leave during the first accrual period any time after the completion of seven years continuous service.
- 6.8.15 Employees within seven years of their preservation age under Western Australian Government superannuation arrangements may by agreement with the Employer, choose to access pro rata long service leave at the rate of 9.28 days per completed 12-month period of continuous service.
- 6.8.16 Under this subclause, pro rata long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.
- 6.8.17 Employees taking advantage of the pro rata long service leave available under this subclause may, by agreement with their Employer, clear it:
 - (a) in minimum periods of one day; and or
 - (b) at half, full, or double pay.

Pro Rata Long Service Leave on Cessation

- 6.8.18 An employee will only be entitled to pro rata long service leave if their employment is terminated:
 - (a) by the Employer for other than disciplinary reasons; or
 - (b) due to the retirement of the employee on the grounds of ill health; or
 - (c) due to the death of the employee, in which case the payment would be made to the employee's estate; or
 - (d) due to employee's retirement at the age of 55 years or over, provided 12 months continuous service has been completed prior to the day from which the retirement takes effect; or
 - (e) for the purpose of entering an Invitro Fertilisation Program, provided the employee has completed three years' service and produces written confirmation from an appropriate medical authority of the dates of involvement in the program; or
 - (f) due to employee's resignation for pregnancy, provided the employee has completed more than three years and produces certification of such pregnancy and the expected date of birth from a legally qualified medical practitioner.

6.9 CULTURAL AND CEREMONIAL LEAVE

- 6.9.1 Cultural and or ceremonial leave will be available to all employees.
- 6.9.2 Such leave will include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.

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

6.10 CULTURAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDERS

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

6.11 BLOOD AND PLASMA DONORS LEAVE

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

6.12 WITNESS AND JURY SERVICE

Witness Service

- 6.12.1 An employee subpoenaed or called as a witness to give evidence in any proceeding will:
- (a) notify the Employer as soon as practicable; and
 - (b) provide to the Employer on request evidence that would satisfy a reasonable person of any entitlement claimed in relation to giving that evidence under this provision.
- 6.12.2 Where an employee is subpoenaed or called as a witness to give evidence in an official capacity, that employee will be granted by the Employer leave of absence with pay, but only for such period as is required to enable the employee to carry out duties related to being a witness. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated. If the employee is on a protected day off and has complied with subclause 6.12.1, the Employer will on request roster an alternative rostered day off. The employee is not entitled to accept any witness fee.
- 6.12.3 An employee subpoenaed or called as a witness to give evidence in an official capacity will, in the event of non-payment of the proper witness fee or travelling expenses as soon as practicable after the default, notify the Employer.
- 6.12.4 An employee subpoenaed or called, as a witness on behalf of the Crown and/or the State, not in an official capacity will be granted leave with full pay entitlements. If the employee is on any form of paid leave, this leave will not be reinstated as such witness service is deemed to be part of the employee's civic duty. The employee is not entitled to accept any witness fees.

- 6.12.5 An employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses 6.12.2 and 6.12.4 of this provision will be granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with the provisions of this Agreement.

Jury Service

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

6.13 PARENTAL AND RELATED LEAVE

Preliminary

- 6.13.1 This clause is to be read in conjunction with unpaid parental leave entitlements provided for in Division 5 of Part 2-2 of the *Fair Work Act 2009* (Cth) and where there is any inconsistency, the greater benefit will prevail.

Terms used

- 6.13.2 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 clause 6.13.7(d);
- (d) “flexible parental leave” means unpaid parental leave taken by an employee under clause 6.13.19;
- (e) “grandparental leave” means leave to which an employee is entitled under clauses 6.13.32 to 6.13.34;

- (f) “parental leave” means leave to which an employee is entitled under clauses 6.13.4 to 6.13.21;
- (g) “partner” means a person who is a spouse or de facto partner;
- (h) “partner leave” means leave to which an employee is entitled under clauses 6.13.29 to 6.13.31;
- (i) “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;

6.13.3 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;
- (b) whether employed on a full-time or part-time basis.
- (c) 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

6.13.4 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
 - (ii) 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 27 weeks.
- (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 clause 6.13.7 (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 clause 6.13.13 - Parental leave where pregnancy ends without birth of living child, the child dies or the child or Employee is hospitalised.
- (f) An employee who commences parental leave does not have a separate entitlement to unpaid parental leave under clause 6.13.7 - Special unpaid parental leave entitlements for employees who share responsibility for care and supervision of child, 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.

Paid Parental Leave

6.13.5 Eligible employees share a total of 27 weeks of paid parental leave per birth or adoption of a child within the following parameters:

- (a) An eligible employee:
 - (i) must be the primary carer of the child;
 - (ii) must have completed the minimum period of service as per clause 6.13.8;
 - (iii) is entitled to a maximum of 18 weeks paid parental leave per birth or adoption; and
 - (iv) remaining paid parental leave can be accessed by another eligible employee.

6.13.6 Period of parental leave to which an eligible employee is entitled

- (a) An eligible employee is entitled to 52 weeks of parental leave.
- (b) The 52 weeks of parental leave comprises a maximum of 18 weeks of paid leave and 34 weeks of unpaid leave, except as provided by clause 6.13.6(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 clause 6.13.8 - Minimum period of service to be eligible for paid parental leave, 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.

6.13.7 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—
 - (a) must not be longer than 8 weeks in total; and

- (b) can be taken in separate periods but, unless the Employer agrees, each period must not be shorter than 2 weeks.

6.13.8 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 clause 6.2.22 - Personal Leave Without Pay.
- (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 same 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 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.

6.13.9 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 can be interrupted by the following —
 - (i) any period during which the employee substitutes other paid leave or time off as referred to in clause 6.13.16 - Interaction with other leave entitlements;
 - (ii) any period during which the employee engages in special parental leave employment as referred to in clause 6.13.18 - Employment during unpaid parental leave;
 - (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 clause 6.13.13 - Parental leave where pregnancy ends without birth of living child, the child dies or the child or employee hospitalised, because the child is hospitalised after birth.
- (c) An employee can, at any time but subject to the notice requirements of clause 6.13.10 - employee required to give notice of parental leave :
 - (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.

6.13.10 Employee required to give notice of parental leave

- (a) An employee who intends to take parental leave must give their Employer at least 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 their Employer at least 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 pregnancy – 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.

6.13.11 Commencement of parental leave

- (a) The period of parental leave of a pregnant employee in connection with the pregnancy can commence up to 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 clause 6.13.7 - 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.

6.13.12 Conclusion of paid parental leave

- (a) The period of paid parental leave must conclude within the period of 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 12 months' period.
- (c) An Employer can require the employee to provide reasonable evidence that the circumstances justify the employee taking paid parental leave after that 12 months' period.

6.13.13 Parental leave where pregnancy ends without birth of living child, the child dies or the child or employee hospitalised

- (a) A pregnant employee remains entitled to paid parental leave if the pregnancy ends without the birth of a living child within 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 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 their Employer at least 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 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).

6.13.14 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 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 12 months immediately preceding the commencement of parental leave is to continue to be paid the higher duties allowances during the first 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 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 clause 6.13.18 – Employment during unpaid parental leave.
- (h) For the purposes of determining the amount of paid parental leave of an employee to whom clause 6.13.23 - Modification of duties and transfer to safe job applied, the ordinary working hours of the employee are the ordinary working hours before the modification of or absence from work under that clause.

6.13.15 Extension of period of parental leave

- (a) An employee can apply to their Employer to extend their parental leave by up to 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 clause 6.13.15(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 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 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.

6.13.16 Interaction with other leave entitlements

- (a) An employee entitled to unpaid parental leave can 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
- (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 clause 6.13.21 - 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.

6.13.17 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. The consultation obligations under clause 7 apply to employees on parental leave.
- (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.

6.13.18 Employment during unpaid parental leave

- (a) In this clause —
 - (i) “keeping in touch day” has the same meaning it has in section 79A of the *Fair Work Act 2009* (Cth); and is one of a maximum of 10 days on which the employee is employed to enable them to keep in touch with their employment in order to facilitate a return to their employment after the end of parental leave.
 - (ii) “special parental leave employment” means employment of an employee on unpaid parental leave—

- (a) that is of an intermittent nature or for a limited specified period (special temporary employment); or
 - (b) that is casual employment (other than special temporary employment) on an hourly basis for a period not exceeding 4 weeks in any period of engagement (special casual 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 clause 6.13.16 - Interaction with other leave entitlements;
 - (ii) in the case of special temporary employment – an employee can only be employed in connection with their substantive position;
 - (iii) in the case of special casual employment – an employee is to be employed at a level that is commensurate with the level of the available position under this Agreement;
 - (iv) 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;
 - (v) in the case of special temporary employment - the period of special parental leave employment counts as qualifying service for all purposes under this Agreement;
 - (vi) in the case of special casual employment - the period of special parental leave employment counts as qualifying service for the ordinary entitlements a Casual Employee would have for engaging in casual employment, but does not count as qualifying service for all other 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 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.

6.13.19 Flexible unpaid parental leave

- (a) An employee can take up to 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 can only be taken within the period of 24 months after the birth or date of placement for adoption of the child;
 - (ii) the flexible parental leave can 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 clause 6.13.15 - Extension of period of parental leave 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).

6.13.20 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—
 - (a) immediately before proceeding on parental leave; or
 - (b) immediately before any modification of or absence from work under clause 6.13.23 - Modification of duties and transfer to safe job; 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 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 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 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.

6.13.21 Effect of parental leave on contract of employment

- (a) Paid parental leave counts as qualifying service for all purposes under the 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 Award, Agreement or other 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 the Agreement, any single continuous period of unpaid parental leave—
 - (i) is not to be taken into account if it exceeds 14 calendar days; and

- (ii) is to be taken into account if it does not exceed 14 calendar days.
- (f) An employee on parental leave can terminate their employment at any time in accordance with sub clause 2.15 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

6.13.22 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.

6.13.23 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 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.
 - (iv) Any such entitlement to be absent from work extends to an eligible Casual Employee.
 - (v) Any such entitlement to be absent from work ends at the earliest of the following —
 - (a) the end of the risk period stated in the medical certificate or other reasonable evidence provided by the employee;
 - (b) the end of the day on which the pregnancy ends (whether with or without the birth of a living child).

6.13.24 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 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) clause 6.13.21 - 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

6.13.25 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.

6.13.26 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 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 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.

6.13.27 Additional unpaid leave in connection with adoption

- (a) An employee seeking to adopt a child is entitled to 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.

6.13.28 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

6.13.29 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) Notwithstanding clause 6.13.2(c), an employee can take partner leave when another person takes any form of parental leave in connection with the same birth or adoption.
- (c) An eligible adoptive child is a child —
 - (i) who is under the age of 16 years; and
 - (ii) who has not lived continuously with the employee for 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.
- (d) Partner leave must be taken immediately following the birth or placement of the child for adoption.
- (e) Partner leave is to be taken (subject to available credits) as any combination of the following —
 - (i) paid parental leave;
 - (ii) paid personal leave;
 - (iii) paid annual or long service leave;
 - (iv) paid days in lieu;
 - (v) unpaid leave.
- (f) An employee who accesses paid partner leave pursuant to 6.13.29(e)(i) will reduce the total amount of paid parental leave they can access at 6.13.5 by a commensurate amount.

- (g) However, an eligible Casual Employee can only take partner leave as unpaid leave.

6.13.30 Period of partner leave to which eligible employee entitled

- (a) An eligible employee is entitled to up to 5 weeks of partner leave, which cannot be refused.
- (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 8 weeks.
- (e) An extension of partner leave can be taken in separate periods of at least 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 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 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.
- (j) An employee has only a single entitlement, and not separate entitlements, to partner leave for children of a multiple birth or adoption.

6.13.31 Miscellaneous provisions relating to partner leave

- (a) An employee who intends to take partner leave is required to give their Employer at least 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) Clause 6.13.21- 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 modifications.

Grandparental Leave

6.13.32 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 5 years; and
 - (ii) the grandchild has not lived continuously with the adoptive parents for 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.

6.13.33 Period of grandparental leave to which eligible employee entitled

- (a) An eligible grandparent is entitled to 52 weeks of unpaid grandparental leave.
- (b) The period of grandparental leave —
 - (i) can commence any time within 24 months after the birth or date of placement for adoption of the employee's grandchild; and
 - (ii) must conclude within the period of 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.

6.13.34 Miscellaneous provisions relating to grandparental leave

- (a) An employee who intends to take grandparental leave is required to give their Employer at least 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) Clause 6.13.17 - Communication during parental leave and clause 6.13.21 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.

6.14 SUPERANNUATION ON UNPAID PARENTAL LEAVE

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

- (a) clause 6.13.6 - Period of parental leave to which an eligible employee is entitled;
- (b) clause 6.13.7 - Special unpaid parental leave entitlements for employees who share responsibility for care and supervision of child;

- (c) Clause 6.13.13 - Parental leave where pregnancy ends without birth of living child, the child dies or the child or employee hospitalised;
 - (d) Clause 6.13.19 - Flexible unpaid parental leave; and
 - (e) Clause 6.13.24 - Unpaid special pregnancy leave.
- 6.14.2 An employee or eligible Casual Employee who is entitled to unpaid parental leave is entitled to have superannuation contributions made in respect of the period of unpaid parental leave taken to a maximum of 24 weeks.
- 6.14.3 Superannuation contributions made under this clause will be calculated:
 - (a) in respect of the period of unpaid parental leave taken or 24 weeks; whichever is lesser;
 - (b) based on the amount that would have been paid to the employee had they taken paid parental leave for that period, in accordance with the following:
 - (i) Clause 6.13.14 - Provisions relating to payment of paid parental leave; or
 - (ii) for eligible Casual Employees – an average of the hours worked by the eligible Casual Employee over the preceding 12 months.
- 6.14.4 Superannuation contributions will be paid:
 - (a) to the employee's superannuation fund in respect of which superannuation contributions for that Employee are made; and
 - (b) at the time that the period of unpaid parental leave in respect of which the contributions are payable concludes.
- 6.14.5 Superannuation contributions will be made in accordance with the *State Superannuation Act 2000* and the State Superannuation Regulations 2001.

6.15 COMPASSIONATE LEAVE FOR EARLY PREGNANCY LOSS

- 6.15.1 An employee and/or partner of the employee is entitled to up to three consecutive days of paid compassionate leave on each occasion a pregnancy ends without the birth of a living child up to 20 weeks before the expected date of birth.
- 6.15.2 Leave commences from the date the pregnancy ends and is not to be taken during any other period of leave, including unpaid leave.
- 6.15.3 The employee must provide notice as soon as reasonably practicable indicating the period of leave sought and anticipated return to duty.
- 6.15.4 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.
- 6.15.5 The provisions of clause 6.15.1 apply to a:

- (a) Part Time Employee on a pro rata basis;
- (b) Casual Employee to the extent of their future rostered shifts, or if there is no certainty about future rosters, the preceding four-week average of shifts worked.

6.16 FOSTER CARER'S LEAVE

- 6.16.1 Foster and short-term carer's leave is available to an employee who is a foster carer in the state of Western Australia, to enable them to attend to the care of a child in an emergency or other out of home care placement. Foster carer includes kinship arrangements and respite care that has not been determined to be permanent.
- 6.16.2 A permanent employee, fixed term contract employee or Casual Employee has access to three days of non-cumulative leave per calendar year.
- 6.16.3 Employees must give reasonable notice prior to taking foster care leave and must provide an estimate of the period of absence from work.
- 6.16.4 Employees can, by agreement with the Employer, take foster carer leave in minimum periods of one hour.
- 6.16.5 Leave credits can be used to attend training associated with the Employee's Foster Carer responsibilities.
- 6.16.6 Employees must provide the Employer with documentation supporting their eligibility for the leave.
- 6.16.7 The entitlement to foster carer leave in accordance with clause 6.16.2 for Casual Employees applies to the extent of their agreed working arrangements.

6.17 PURCHASED LEAVE – 48/52 WAGES ARRANGEMENT

- 6.17.1 The Employer may approve an employee's application to enter into an arrangement whereby the employee can purchase up to four weeks additional leave.
- 6.17.2 The Employer will assess each application for 48/52 wage arrangement on its merits and give consideration to the personal circumstances of the employee seeking the arrangement and to the Employers' operational requirements.
- 6.17.3 Access to purchased leave will be subject to subclauses 6.17.1 and 6.17.2 and to:
 - (a) the employee having satisfied the Employer's accrued leave management policy;
 - (b) the employee having not more than 10 weeks total annual leave (which includes accrued and pro-rata), long service leave and days in lieu balance anticipated as at June 30.
 - (c) during the financial year for which the purchased leave is requested, the employee will not complete a qualifying period for long service leave; and

- (d) the employee having nominated when the purchased leave will be taken as part of the Leave Roster Process, which can only be altered by approval of the Employer.

6.17.4 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.

6.17.5 Purchased leave arrangements run over a financial year concluding on 30 June. Employees who wish to participate in a purchased leave arrangement must submit a leave request by 31 January to be considered for the leave roster to be posted prior to 31 March to cover the next financial year's leave.

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

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

6.17.7 An employee who receives an aggregated wage and agrees to a reduced wage spread in accordance with 6.17.6 will also receive a deduction to their aggregate that will match the deduction made to their Base Wage Rate. The aggregate will continue to be paid (at the reduced rate) when the employee takes the purchased leave.

6.17.8 The purchased leave will not be able to be accrued. The employee is to be entitled to pay in lieu of the additional leave not taken. In the event that the employee is unable to take such purchased leave, their wage will be adjusted on the last pay period in July to take account of the fact that time worked during the year was not included in the wage. Untaken purchased leave will be paid out at the rate at which it was purchased.

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

6.17.10 In the event that a Part Time Employee's ordinary working hours are varied during the year, the wage paid for such leave taken will be adjusted on the last pay in July to take into account any variations to the employee's ordinary working hours during the previous year.

- 6.17.11 An employee may withdraw from this arrangement prior to completing the 52-week period by four weeks written notice. The employee will be entitled to pay in lieu of wages forgone to that time but will not be entitled to equivalent absence from duty
- 6.17.12 Where an employee or the Employer withdraws from a purchased leave arrangement, payment in lieu of wages forgone will be paid out at the rate at which it was purchased.

6.18 EMERGENCY SERVICES LEAVE

- 6.18.1 The Employer will grant paid leave to an employee who is a member of, or has a member-like association with, an emergency management agency as defined by the *Emergency Management Act 2005*, and who is absent from work to participate in an emergency response as a volunteer for the emergency management agency.
- 6.18.2 Paid leave for an employee who is absent to volunteer for an emergency management agency includes any additional payments or allowances the employee would ordinarily have received if they had not been absent.
- 6.18.3 An employee who intends to be absent from for this purpose is to ensure the employer is advised as soon as possible as to the absence and, where possible, the expected duration of leave.
- 6.18.4 An application for Emergency Service Leave is to be supported by written confirmation from the emergency management agency certifying that the employee was required for the specified period.

6.19 DEFENCE FORCE RESERVES LEAVE

- 6.19.1 For the purposes of this clause, “Defence Service” means service, including training, in a part of the Defence Force Reserves or the Cadet Force.
- 6.19.2 The Employer must grant leave of absence for the purpose of Defence Service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force.
- 6.19.3 Leave of absence may be paid or unpaid in accordance with the provisions of this clause and the Government Sector Labour Relations’ Defence Force Reserves Policy Statement (the Policy Statement) as replaced from time to time. Where there is inconsistency between the provisions of this clause and the Policy Statement, the Policy Statement prevails.
- 6.19.4 Application for leave of absence for Defence Service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the officer shall provide a certificate of attendance to the Employer.
- 6.19.5 It is the employee’s responsibility to provide the Employer with as much advance notice as possible when they are required to render Defence Service. In circumstances where the release of employees for Defence Service creates significant and serious impact on the Employer’s business, the Employer can contact the Australian Defence Force to discuss alternative periods for service.

6.19.6 Paid leave for Defence Force Reserves and Cadet Force

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

- (a) Part Time Employees shall receive the same paid leave entitlement as full-time employees but payment shall only be made for those hours that would normally have been worked but for the leave.
- (b) On written application, an employee shall be paid wages in advance when proceeding on such leave.

Defence Force Reserves

- (c) An employee who is a Defence Force Reservist is entitled to four weeks paid leave per annum for the purpose of Defence Service. For the purpose of this sub clause four weeks shall be defined as ordinary hours as referred to in sub clause 1.5.18.
- (d) An employee in their first year of Reserves membership is entitled to an additional two weeks' paid leave for the purposes of recruitment and/or initial training.
- (e) An employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of 12 months commencing on July 1. Pay for this leave shall be at the rate of the difference between the normal remuneration of the employee and the Defence Force payments to which the employee is entitled if such payments do not exceed normal wages. In calculating the pay differential, rostered days off and penalties for Saturdays, Sundays, Public Holidays is to be excluded, and no account is to be taken of the value of any board or lodging provided for the officer.

Cadet Force

- (f) An employee who is in the Cadet Force is entitled to paid leave for a period not exceeding 105 hours or any greater period nominated by the Policy Statement from time to time on full pay in any period of 12 months commencing on 1 July in each year.

6.19.7 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 6.19.6 of this Agreement;

6.19.8 Use of other leave

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

6.20 STUDY LEAVE

6.20.1 Conditions for granting time off

- (a) An employee may be granted time off with pay for part-time study purposes at the discretion of the Employer.
- (b) Part Time Employees are entitled to study leave on the same basis as Full Time Employees. Employees working shift work or on fixed term contracts also have the same access to study leave as all other employees.
- (c) Time off with pay may be granted up to a maximum of five hours per week, including travelling time, where subjects of approved courses are conducted during normal working hours. The equivalent applies if studying by correspondence.
- (d) Employees who are obliged to attend educational institutions for compulsory block sessions may be granted time off with pay, including travelling time, up to the maximum annual amount allowed to an employee in subclause 6.20.1(c) of this subclause.
- (e) Employees will be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study or for the mature age entrance examination for tertiary admission conducted by the Tertiary Institution Service Centre.
- (f) In every case the approval of time off to attend lectures and tutorials will be subject to:
 - (i) The Employer's convenience;
 - (ii) The course being undertaken on a part-time basis;
 - (iii) Employees undertaking an acceptable formal study load in their own time;
 - (iv) Employees making satisfactory progress with their studies; and
 - (v) The course being relevant to the employee's career in the Public Sector and being of value to the State.
- (g) A service agreement or bond will not be required.

6.20.2 Payment of fees and other costs

(a) Cadets and Trainees

- (i) Employers are to meet the payment of higher education administrative charges for cadets and trainees who, as a condition of their employment, are required to undertake studies at a post-secondary institution. Employees who, of their own volition, attend such institutions to gain higher qualifications will be responsible for the payment of fees.
- (ii) This assistance does not include the cost of textbooks or guild and society fees.
- (iii) An employee who is required to repeat a full academic year of the course will be responsible for payment of the higher education fees for that particular year.

(b) All employees

- (i) Notwithstanding subclause 6.20.2(a), the Employer has the discretion to reimburse an employee for the full or part of any reasonable costs of enrolment fees, Higher Education Contribution Surcharge, compulsory textbooks, compulsory computer software, and other necessary study materials. Half of the value of the agreed costs will be reimbursed immediately following production of written evidence of successful completion of the subject for which reimbursement has been claimed. The Employer and employee may agree to alternative reimbursement arrangements.

6.20.3 Approved courses

(a) Approved courses include:

- (i) first degree or associate diploma courses at a post-secondary institution.
- (ii) diploma courses and two-year full-time certificate courses at Technical and Further Education (TAFE).
- (iii) secondary courses leading to the Tertiary Entrance Examination (see subclause 6.20.4(i) or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.
- (iv) courses recognised by the National Accreditation Authority of Translators and Interpreters in a language relevant to the needs of the Public Sector.

- (b) Except as outlined in subclause 6.20.3(d) of this subclause, employees are not eligible for study assistance if they already possess one of the qualifications specified in subclause 6.20.3(a)(i) of this subclause.

- (c) An employee who has completed a diploma through TAFE is eligible for study assistance to undertake a degree course at any of the tertiary institutions in subclause 6.20.3(a)(i). An employee who has completed a two-year full-time Certificate through TAFE is eligible for study assistance to undertake a diploma course specified in subclause 6.20.3(a)(ii) of this subclause, or a degree or associate diploma course specified in subclause 6.20.3(a)(i) of this subclause.
- (d) Assistance towards additional qualifications including second or higher degrees may be granted in special cases in a specialist area of benefit to the Public Sector as well as the employee.

6.20.4

- (a) In determining the Employer's convenience, Employers should give due emphasis to the employee's career aspirations.
- (b) An acceptable part-time study load should be regarded as not less than five hours per week of formal tuition or the equivalent if studying by correspondence with at least half of the total formal study commitment being undertaken in the employee's own time, except in special cases such as where the employee is in the final year of study and requires less time to complete the course, or the employee is undertaking the recommended part-time year or stage and this does not entail five hours formal study.
- (c) The relevance of a course should be determined from a Public Sector rather than an Employer perspective. For instance, an employee may be undertaking a course of study which is of no special relevance to the employee's work or Employer, but which may well be particularly significant in some other section of the Public Sector.
- (d) A first degree or associate diploma course does not include the continuation of a degree or associate diploma towards a higher postgraduate qualification.
- (e) In cases where employees are studying subjects that require fortnightly classes, the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.
- (f) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the employee's normal place of work.
- (g) An employee will not be granted more than five hours' time off with pay per week except in exceptional circumstances where the Employer may decide otherwise.
- (h) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.

- (i) Study leave for attendance at courses leading to the Australian Tertiary Admission Rank will generally only be granted if the employee has already unsuccessfully attempted to enter tertiary studies through the mature age entrance examination conducted by the Tertiary Institutions Service Centre. However, this condition will not apply if a pass in certain subjects is a prerequisite for entry into an intended course of non-tertiary study or training that meets the requirements specified in this subclause.
- 6.20.5 Subject to the provisions of subclause 6.20.6 of this subclause, the Employer may grant an employee full time study leave with pay to undertake:
 - (a) post graduate degree studies at Australian or overseas tertiary education institutions; or
 - (b) study tours involving observations and/or investigations; or
 - (c) a combination of postgraduate studies and study tours.
- 6.20.6 Applications for full time study leave with pay are to be considered on their merits and may be granted provided that the following conditions are met:
 - (a) the course or a similar course is not available locally. Where the course of study is available locally, applications are to be considered in accordance with the provisions of subclasses 6.20.1 to 6.20.5 of this subclause, and subclause 6.22 - Leave Without Pay.
 - (b) it must be a highly specialised course with direct relevance to the employee's profession.
 - (c) it must be highly relevant to the Employer's corporate strategies and goals.
 - (d) the expertise or specialisation offered by the course of study should not already be available through other employees employed within the organisation.
 - (e) if the applicant was previously granted study leave, studies must have been successfully completed at that time. Where an employee is still under a bond, this does not preclude approval being granted to take further study leave if all the necessary criteria are met.
- 6.20.7 Full time study leave with pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.
- 6.20.8 Where an outside award is granted and the studies to be undertaken are considered highly desirable by an Employer, financial assistance to the extent of the difference between the employee's normal wage and the value of the award may be considered. Where no outside award is granted and where a request meets all the necessary criteria, then part or full payment of wages may be approved at the discretion of the Employer.
- 6.20.9 The Employer supports recipients of coveted awards and fellowships by providing study leave with pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, allowance for books, accommodation or a contribution towards accommodation.

- 6.20.10 Where recipients are in receipt of a living allowance, this amount should be deducted from the employee's wages for that period.
- 6.20.11 Where the Employer approves full time study leave with pay, the actual wage contribution forms part of the Employer's approved average staffing level funding allocation. Employers should bear this in mind if considering temporary relief.
- 6.20.12 Where study leave with pay is approved and the Employer also supports the payment of transit costs and/or an accommodation allowance, the Employer will gain approval for the transit and accommodation costs as required.
- 6.20.13 Where employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the Employer together with some local transit and accommodation expenses providing it meets the requirements of subclause 6.20.6 of this clause. Each case is to be considered on its merits.
- 6.20.14 The period of full-time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for employees under this Agreement.

6.21 PAID LEAVE FOR ENGLISH LANGUAGE TRAINING

- 6.21.1 Leave during normal working hours without loss of pay will be granted to employees from a non-English speaking background, who are unable to meet standards of communication to advance career prospects, or who constitute a safety hazard or risk to themselves and or fellow employees or are not able to meet the accepted production requirements of that particular occupation or industry, to attend English training conducted by an approved and authorised Authority.
- 6.21.2 Leave will be granted to enable employees selected to achieve an acceptable level of vocational English proficiency. In this respect the tuition content with specific aims and objectives incorporating the pertinent factors at subclause 6.21.3 and 6.21.4, shall be agreed between the Employer, the Union, and the Adult Migrant Education Service or other approved Authority conducting the training.
- 6.21.3 Subject to appropriate needs assessment participation in training will be on the basis of minimum of 100 hours per employee per year.
- 6.21.4 The agreed desired proficiency level will take account of the vocational needs of an employee in respect of communication, safety, welfare, and productivity within his/her current position as well as those positions to which he/she may be considered for promotion or redeployment. It will also take account of issues in relation to training, retraining and multi-skilling, safety provisions, and equal opportunity employment legislation.

6.22 LEAVE WITHOUT PAY

- 6.22.1 Subject to subclause 6.22.2, the Employer may grant an employee leave without pay for any period and is responsible for that employee on their return.
- 6.22.2 Every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:
 - (a) the work of the Employer is not inconvenienced; and
 - (b) all other leave credits of the employee are exhausted.
- 6.22.3 An employee on a fixed term appointment may not be granted leave without pay for any period beyond that employee's approved period of engagement.
- 6.22.4 The Employer may grant an employee leave without pay to undertake full time study, subject to a yearly review of satisfactory performance. Leave without pay for this purpose will not count as qualifying service for leave purposes, unless the study was undertaken as a form of award or scholarship which has been completed, in which case - consideration may be given to the absence counting as qualifying service for all purposes except annual leave.
- 6.22.5 Subject to the provisions of subclause 6.22.2, the Employer may grant an employee who has been awarded a sporting scholarship by the Australian Institute of Sport, leave without pay.
- 6.22.6 An employee who is granted leave without pay to accept a scholarship from the Australian Institute of Sport will have that absence count as qualifying service for all purposes except annual leave.
- 6.22.7 Unless otherwise specified in this Agreement, any continuous period of leave without Pay which exceeds 14 days will not count as qualifying service for any purpose.

6.23 CASHING OUT OF LEAVE ENTITLEMENTS

- 6.23.1 The Employer may approve the cashing out of the following forms of leave:
 - (a) accrued long service leave;
 - (b) up to 50% of any annual leave accrued by an employee during any completed year of service;
 - (c) accrued leave in lieu of public holidays.
- 6.23.2 Requests to cash out leave will be in writing and consistent with the provisions of any relevant Employer policies. They will usually be made in conjunction with the submission of leave requests during the nomination period for the leave roster process under clause 6.5 – Rostering of Leave of this Agreement. Requests to cash out leave made at other times may be approved at the discretion of the Employer, taking into account operational requirements and the reason the request was not made at the usual time.

- 6.23.3 The minimum amount of accrued long service leave which may be cashed out at any time is four weeks. The PTA may in its discretion approve a request from an employee to cash out long service leave in minimum amounts of less than four weeks.
- 6.23.4 Except where the Employer is satisfied there are extenuating circumstances, a minimum of 80 hours accrued leave must be taken in a calendar year for any application to cash out long service leave or annual leave to be approved.

6.24 PUBLIC HEALTH EMERGENCY LEAVE

Definitions

6.24.1 In this clause:

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

Special Public Health Emergency Leave

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

Eligibility for Special Public Health Emergency Leave

- 6.24.7 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.
- 6.24.8 An employee who is diagnosed person or is subject to a government requirement to isolate or quarantine can access special public health emergency leave before existing personal leave entitlements under clause 6.2 – Personal Leave of this Agreement.
- 6.24.9 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.
- 6.24.10 Compassionate access to a special public health emergency leave can be granted in exceptional circumstances despite not being a reason referred to in clause 6.24.9.
- 6.24.11 Special public health emergency leave is not to be debited for public holidays that the employee would have observed.
- 6.24.12 An employee is unable to access special public health emergency leave while on any period of leave without pay, parental or related leave, or annual or long service leave except as provided for in clauses 6.2.30 (re-crediting annual leave) and 6.2.31 (re-crediting long service leave).

Notice and Access

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

Evidence

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

6.25 REPRODUCTIVE HEALTH LEAVE

Purpose

6.25.1 Employees are eligible to take reproductive health leave:

- (a) When chronic reproductive health conditions (such as, but not limited to, endometriosis, dysmenorrhea, adenomyosis, polycystic ovary syndrome, and menopause symptoms) require absence from the workplace;
- (b) to receive fertility treatment such as, but not limited to, in vitro fertilisation (IVF);
- (c) to attend preventative screening associated with reproductive health, including, but not limited to, breast and prostate screening; and
- (d) for treatment associated with reproductive health including, but not limited to, hysterectomy and vasectomy.

Entitlement

6.25.2 A permanent or fixed term contract employee can access five days of paid reproductive health leave per calendar year.

6.25.3 An employee on a fixed term contract for a period of 12 months or more is credited with the same entitlement as a permanent employee. An employee on a fixed term contract for a period less than 12 months is credited on a pro-rata basis for the period of the contract.

6.25.4 Part Time Employees receive reproductive health leave on a pro-rata basis, credited based on their contracted fraction of a full-time equivalent.

6.25.5 Reproductive health leave credits are available from the employee's first day of service.

6.25.6 This clause does not apply to Casual Employees.

6.25.7 Where an employee has exhausted their reproductive health leave entitlement, they can apply for other forms of leave in accordance with this Agreement.

6.25.8 Reproductive health leave can be taken on an hourly basis.

6.25.9 Reproductive health leave cannot be taken at half pay.

6.25.10 Reproductive health leave is not paid out on cessation of employment.

6.25.11 Reproductive health leave is non-cumulative.

Access to reproductive health leave

6.25.12 Reasonable and legitimate requests for reproductive health leave will be approved subject to available credits.

6.25.13 An employee can apply for reproductive health leave retrospectively. If an employee has taken leave for a purpose that retrospectively meets a criterion in clause 6.25.1, the Employer will substitute reproductive health leave for any leave that was approved in relation to the absence, with that leave being reccredited.

Notice and evidentiary requirements

- 6.25.14 The employee must notify the Employer of any absence as soon as practicable.
- 6.25.15 All requests for reproductive health leave must be supported by evidence that would satisfy a reasonable person of the entitlement.
- 6.25.16 Information received from an employee in connection with a reproductive health leave application is to be kept confidential and must not be kept on the employee's personal file.
- 6.25.17 Any disclosure of information or documentation provided must be on a need to know basis only.

Effect on other entitlements

- 6.25.18 Subject to 6.25.12 reproductive health leave cannot be accessed during any period of leave without pay or any other period of paid leave.
- 6.25.19 Reproductive Health Leave will count as service for all purposes.

Interaction with other legislation

- 6.25.20 Employees who are experiencing reproductive health concerns may be able to request flexible work arrangements in accordance with the *Minimum Conditions of Employment Act 1993* (WA).

7. CONSULTATION

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

7.2 INTRODUCTION OF CHANGE

- 7.2.1 This term applies if:
 - (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
- 7.2.2 The Employer must notify the relevant employees and the Union of the decision to introduce the major change.
- 7.2.3 As soon as practicable after making its decision, the Employer must:
 - (a) discuss with the relevant employees and the Union:
 - (b) the introduction of the change; and
 - (i) the effect the change is likely to have on the employees; and
 - (ii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (c) for the purposes of the discussion — provide, in writing, to the relevant employees and the Union:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 7.2.4 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees and the Union.

- 7.2.5 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 7.2.6 If a provision in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 7.2.2, 7.2.3 and 7.2.5 are taken not to apply.
- 7.2.7 In this provision, a major change is “likely to have a significant effect on employees” if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the Employer’s workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- 7.2.8 In this provision, “relevant employees” means the employees who may be affected by the major change.
- 7.2.9 Where a decision is made to make a position or positions redundant:
- (a) the provisions of this clause will apply; and
 - (b) subclause 2.16 – Redeployment and Redundancy will be relevant.

7.3 CONSULTATIVE COMMITTEE

- 7.3.1 The parties acknowledge that decisions will continue to be made by the Employer who is responsible and accountable to Government for the effective and efficient operation of Transwa.
- 7.3.2 The parties recognise that effective communication and consultation can assist to improve the working environment and operational performance within Transwa.
- 7.3.3 Transwa will establish a consultative committee, for the purpose of consultation on collective employment issues including but not limited to:
- a) identifying and implementing continuous improvements to the workplace;
 - b) industrial relations related issues; and
 - c) changes to work organisation and/or work practices.

- 7.3.4 Matters not resolved through the consultative committee can be dealt with in accordance with clause 8 – Dispute Resolution Procedure.
- 7.3.5 The consultative committee will comprise representatives of the Employer and employees nominated by the Union.
- 7.3.6 Employee representatives will represent the combined views of all the occupational groups employed under this Agreement.
- 7.3.7 Proxies will be eligible to attend consultative committee meetings in place of the nominated employee representative who is unavailable to attend.
- 7.3.8 The Employer chairs the consultative committee meeting.
- 7.3.9 Any employee to whom this Agreement applies may attend a consultative committee meeting in their own time as an observer.
- 7.3.10 The Employer will convene a consultative committee meeting within 28 days of a written request being received from the Union to discuss matters specified in that request. The parties are not required to participate in more than one meeting of the consultative committee meeting in any three-month period but may agree to meet more frequently.
- 7.3.11 Except for the provisions of this clause, the consultative committee will otherwise determine its own operating procedures.

8. DISPUTE RESOLUTION

8.1 DISPUTE RESOLUTION PROCEDURE

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

9. REGISTERED ORGANISATION MATTERS

9.1 FACILITIES FOR WORKPLACE DELEGATES

- 9.1.1 The PTA recognises the rights of the Union to organise and represent their members.
- 9.1.2 Union delegates have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing the interests of the Union members within the PTA to whom this Agreement applies.
- 9.1.3 The PTA will provide the Union a quarterly report of new employees, which identifies the commencement date of new employees, their employment status, occupation, hours of work, work location, business email addresses and business phone numbers where available.
- 9.1.4 The Union will advise the PTA in writing the name or names of the Union representatives in the organisation including their role and authority.
- 9.1.5 The Employer recognises the Union's delegates in the PTA and will allow them to carry out their role and functions. Subject to prior approval the Employer will provide Union delegates with the following:
 - (a) Paid time off from normal duties to perform their functions as Union delegates such as organising, recruiting, individual grievance handling, collective bargaining and to attend Union business.
 - (b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities will not unreasonably affect the operation of the organisation and will be in accordance with normal Employer protocols.
 - (c) A notice board for the display of Union materials including broadcast email facilities consistent with the PTA Telecommunications Policy.
 - (d) Paid access to periods of leave for the purpose of attending Union training courses. Such paid leave will be at the employee's Ordinary Wage Rate of pay as provided for in this Agreement.
 - (e) Notification of the commencement of new employees, and as part of their induction, time to discuss the benefits of Union membership with them.
 - (f) Access to work locations, names, and rostered hours of work of employees. This information and access will also be provided to Union officials upon request.
 - (g) Access to awards, agreements, orders, policies and procedures.
 - (h) The names of any Equal Employment Opportunity representatives.
- 9.1.6 The Employer recognises that it is paramount that Union delegates are not threatened or disadvantaged in any way as a result of their role as a Union delegate.

9.2 TRADE UNION TRAINING LEAVE

9.2.1 Subject to the provisions of this subclause:

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

9.2.2 An employee will be granted up to a maximum of five days paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five days and up to 10 days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten days.

9.2.3 Leave of absence will be granted at the Ordinary Wage Rate and will not include shift allowances, penalty rates or overtime. Where a public holiday or Blank Day (including a Blank Day as a result of working a 38 or 40 hour week) falls during the duration of a course, a day off in lieu of that day will not be granted.

9.2.4 Subject to subclause 9.2.3 of this subclause, shift employees attending a course will be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.

9.2.5 Part Time Employees will receive the same entitlement as Full Time Employees, but payment will only be made for those hours that would normally have been worked but for the leave.

9.2.6 The granting of leave pursuant to the provisions of subclause 9.2.1 of this subclause is subject to the operation of the organisation not being unduly affected and to the convenience of the Employer.

9.2.7 Any application by an employee will be submitted to the Employer for approval at least four weeks before the commencement of the course, provided that the Employer may agree to a lesser period of notice.

9.2.8 All applications for leave will be accompanied by a statement from the Union indicating that the employee has been nominated for the course. The application will provide details as to the subject, commencement date, length of course, venue and the organisation that is conducting the course.

9.2.9 A qualifying period of 12 months service will be served before an employee is eligible to attend courses or seminars of more than one half-day duration. An Employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than 12 months service.

9.2.10 The Employer will not be liable for any expenses associated with an employee's attendance at trade union training courses.

- 9.2.11 Leave of absence granted under this subclause will include any necessary travelling time in normal working hours immediately before or after the course.

10. MISCELLANEOUS PROVISIONS

10.1 UNIFORMS AND PROTECTIVE CLOTHING

- 10.1.1 Employees are at all times to be well presented, subject to the duties to be undertaken and in accordance with Transwa requirement. This is a responsibility shared by both Transwa and employees.
- 10.1.2 The provision of uniforms, while beneficial to Transwa and employees, is an expensive exercise which must be controlled and not compromised by unnecessary or unwarranted accumulation of uniform items by employees. Uniforms are to be worn when on duty in accordance with policy.
- 10.1.3 By way of explanation, the meaning of ‘fair wear and tear’ means that if an item of uniform has deteriorated to a point where its continued use would be detrimental to the objective of subclause 10.1.1, then any such item of uniform will be replaced upon presentation of the old item.
- 10.1.4 Any item of uniform that is damaged beyond repair, or is uneconomical to repair, will be replaced providing that the damaged item is returned.
- 10.1.5 Railcar Drivers Group employees
- (a) The Employer will provide the following “initial allocation” of uniforms for Railcar Drivers:

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

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

- (c) Four years usage, exchange a jacket.

10.1.7 Road Coach Operator Group of employees

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

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

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

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

10.1.9 Passenger Assistants

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

General Uniform
5 shirts
2 trousers
1 vest or jumper
1 belt
1 cap
2 ties (male)

2 scarves (female)
1 blazer
1 jacket
1 pair safety footwear

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

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

10.1.11 Station Attendants

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

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

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

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

10.2 HEALTH AND FITNESS

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

10.3 WORK HEALTH AND SAFETY REPRESENTATIVES TRAINING

- 10.3.1 The provisions of this clause shall be read and interpreted in conjunction with the *Work Health and Safety Act 2020* (WA) and *Work Health and Safety (General) Regulations 2022* (WA). To the extent this clause provides for more generous entitlements, this clause will apply
- 10.3.2 The Employer acknowledges the importance of ensuring Health and Safety Representatives are provided with work health and safety training.
- 10.3.3 The Employer will proactively facilitate the training of Health and Safety Representatives within the timeframes specified in the following table:

Training Course	Timeframe
Initial training course of up to five days.	Within three months of the Health and Safety Representative being elected.
Refresher training course of up to one day.	One year after the initial course, followed by once each subsequent year appointed.

- 10.3.4 Where a Health and Safety Representative does not request to attend a training course in work health and safety as per section 72(c) of the *Work Health and Safety Act 2020* (WA), the Representative will attend a training course provided by Unity Training Services, subject to:

- (a) Unity Training Services being a training provider as approved by the Work Health and Safety Commission;
- (b) the Health and Safety Representative being required to attend the training course under the *Work Health and Safety Act 2020* (WA) or *Work Health and Safety (General) Regulations 2022* (WA); and
- (c) the employer meeting their obligations under the *Financial Management Act 2006* (WA).

10.3.5 The Employer will:

- (a) allow a Health and Safety Representative paid time off work to attend training;
- (b) ensure the Health and Safety Representative is paid in full, including any shift penalties that they would otherwise be entitled to receive for performing the representative's normal duties during the time taken to facilitate their attendance;
- (c) ensure any Health and Safety Representative that is a shift worker is given adequate rest before and/or after any shift prior to or after their attendance, and the facilitation of such rest shall not require the shift worker to use any form of leave, paid or otherwise; and
- (d) pay the course fees and any other reasonable costs associated with a Health and Safety Representative's attendance.

10.4 WORK HEALTH AND SAFETY REPRESENTATIVES RECORDS

10.4.1 The Employer will maintain a Work Health and Safety (WHS) Representative Register (the Register).

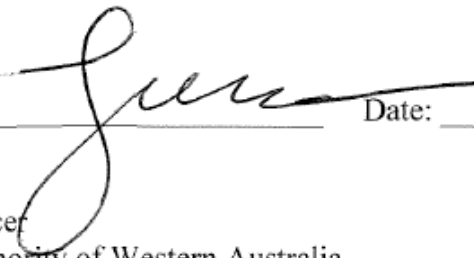
10.4.2 The Register is to record the following information for each WHS representative in the Department/Organisation covered by this Agreement:


- (a) name;
- (b) work branch/division/directorate;
- (c) work location;
- (d) job title/occupation;
- (e) date of election as WHS representative; and
- (f) training details on completion of relevant WHS training courses, including initial and refresher training dates.

10.4.3 The Employer will provide a copy of the Register to the Union every six months.

10.4.4 The Register is to be submitted to the Government Sector Labour Relations division of the Department of Mines, Industry Regulation and Safety on 31 January each year, for the previous year.

11. SIGNATURES OF PARTIES BOUND

Signed:  Date: 25/2/25
Peter Woronzow
Chief Executive Officer
Public Transport Authority of Western Australia

Signed:  Date: 26/2/25
Joshua Dekuyer
Branch Secretary
Australian Rail, Tram, Bus Industry Union of Employees, Western Australia Branch

SCHEDULE 1: ALLOWANCES

EBA Item	Penalty / Allowance	Rate
5.2.1	Morning shift (which commences at or between 0400 hours and 0530 hours)	<p>\$4.98 per hour from 1 February 2025.</p> <p>\$5.18 per hour from 22 May 2025.</p> <p>\$5.41 per hour from 22 May 2026.</p>
5.2.2	Afternoon shift (which commences before 1800 hours and the ordinary hours of which concludes at or after 1830 hours)	<p>\$4.98 per hour from 1 February 2025.</p> <p>\$5.18 per hour from 22 May 2025.</p> <p>\$5.41 per hour from 22 May 2026.</p>
5.2.3	Night shift (which commences at or between 1800 hours and 0359 hours)	<p>\$6.64 per hour from 1 February 2025.</p> <p>\$6.91 per hour from 22 May 2025.</p> <p>\$7.21 per hour from 22 May 2026.</p>
5.2.4	Late Shift (where the ordinary time commences or finishes at or between 0101 hours and 0359 hours)	<p>\$6.64 per hour from 1 February 2025.</p> <p>\$6.91 per hour from 22 May 2025.</p> <p>\$7.21 per hour from 22 May 2026.</p>
5.4	<p>Distance Allowance</p> <p>Road Coach Operator - where the distance travelled is in excess of 600km per shift</p>	<p>\$79.84 per shift from 1 February 2025.</p> <p>\$83.04 per shift from 1 February 2026.</p> <p>\$86.30 per shift from 1 February 2027.</p> <p>Distance Allowance is indexed by the same percentage applied to the Road Coach Operator Base Wage Rate and applied from the same operative dates as the increases to Base Wage Rates during the term of this Agreement.</p>
5.5	<p>Away from Home and Meal Allowance</p> <p>Railcar Drivers Group & Road Coach Operators Group</p> <p>- for each two-hour period or part thereof</p>	<p>\$9.10 from the date of registration of the Agreement.</p> <p>The rates expressed in subclause 5.5.2 under Clause 5.5 are reviewed annually against the ABS Consumer Price Index – 6401.0 Food and non-alcoholic beverages (Australia) for Perth, with effect from 1 July each year. Adjustments are based on the movement between the most recent March index value and the March index value 12 months preceding and adjusted administratively by PTA Industrial Circular.</p>

EBA Item	Penalty / Allowance	Rate
5.6	Relieving Allowance Incidentals (South of 26° Sth Latitude)	<p>\$14.55 from the date of registration of the Agreement.</p> <p>Paid in accordance with rates as specified under Schedule I- Travelling, Transfer and Relieving Allowance of the Public Service Award 1992, and as varied from time to time by Department of Mines, Industry Regulation and Safety Award Circular and adjusted administratively by PTA Industrial Circular.</p>
5.6	Relieving Allowance Meals Breakfast & Lunch Dinner	<p>Breakfast & Lunch \$16.30 from the date of registration of the Agreement.</p> <p>Dinner \$46.50 from the date of registration of the Agreement.</p> <p>Paid in accordance with rates as specified under Schedule I- Travelling, Transfer and Relieving Allowance of the Public Service Award 1992, and as varied from time to time by Department of Mines, Industry Regulation and Safety Award Circular and adjusted administratively by PTA Industrial Circular.</p>
5.7	Travelling Allowance	<p>Paid in accordance with rates as specified under Schedule F- Motor Vehicle Allowance or Schedule G - Motor Cycle Allowance of the Public Service Award 1992, and as varied from time to time by Department of Mines, Industry Regulation and Safety Award Circular and adjusted administratively by PTA Industrial Circular.</p>
5.8	District Allowance	<p>Paid in accordance with rates as specified in the District Allowance (Government Wages Employees) General Agreement 2010 and as varied from time to time by Department of Mines, Industry Regulation and Safety Circular to Departments and Authorities and adjusted administratively by PTA Industrial Circular.</p>
5.9	Railcar Driver Training Allowance	<p>\$37.30 from the date of registration of the Agreement. This rate will be reviewed annually by a percentage derived from the State Wage General Order applied to the key classification rate of REA4</p>

EBA Item	Penalty / Allowance	Rate
		of the Railway Employees Award No 18 of 1969 with effect from 1 July each year.
5.10	Overnight Travel Allowance For each night the employee remains away from their usual place of residence when travelling on official business.	\$20 per night from the date of registration of the Agreement.

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

STATION ATTENDANT (East Perth)

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

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

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

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

STATION ATTENDANT (Bunbury)

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

Additional Shift	<p>(a) Employees may be required to work a maximum of one additional shift per fortnight.</p> <p>(b) Full time and part-time employees will have additional shift hours worked on a Monday to Friday paid at 1.84 times the applicable Ordinary Hourly Wage Rate, and Saturday and/or Sunday paid at 2.0 times the Ordinary Hourly Wage Rate. The day the shift commenced will determine which penalty rate is applicable.</p>			
Public Holidays	<p>For Full Time Employees:</p> <p>(a) If rostered & worked, ordinary hours worked on a Public Holiday will be paid at the rate of time and a half at the applicable Aggregate Hourly Rate, plus either a day in lieu or an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate.</p> <p>(b) If rostered & not worked, no additional payment or penalties apply.</p> <p>(c) If a PDO or Blank Day, either an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate or a day in lieu.</p> <p>For Part Time Employees:</p> <p>(d) If rostered & worked, ordinary hours worked on a Public Holiday will be paid at the rate of time and a half at the applicable Aggregate Hourly Rate, plus either a day in lieu or an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate.</p> <p>(e) If rostered & not worked, or not required, no additional payment or penalties apply.</p> <p>(f) A Blank Day does not attract any payment or penalties.</p>			
Minimum Rest Break	The following minimum rest period provisions will apply:			
		Rostered Rest Period	Guaranteed Minimum Rest Period	
	At home (or temporary home locations)	12 hours	11 hours	
	At book off locations following a shift	Up to 10 hours	8 hours	8 hours
		Exceeding 10 and up to 12 hours	10 hours	9 hours
		Exceeding 12 hours	12 hours	10 hours
	(e) The period off duty will be calculated from the time the employee signs off duty.			

	<p>(f) Rosters will be posted with the Rostered Rest Periods provided for in the above table.</p> <p>(g) Under no circumstances will an employee commence work, or be directed to commence work by the Employer, without first receiving the Guaranteed Minimum Rest Period.</p> <p>(h) Where an employee is required and having agreed to work after having the Guaranteed Minimum Rest Period but not the Rostered Rest Period the employee will be paid 1.5 times the applicable Ordinary Hourly Wage Rate for the difference between the Guaranteed Minimum Rest Period and the Rostered Rest Period. For example, if an employee is required and agrees to come on duty at their home depot after 11 hours off duty, the employee would be paid one hour at the rate of 1.5 times the applicable Ordinary Hourly Wage Rate.</p>
Meals & Rest Breaks	An employee will be entitled to an unpaid break of between 30 minute and 60 minutes on shifts in excess of four hours.
Case of Emergency	<p>(a) In cases of emergency or major equipment failure an employee may be required to remain at work for up to 12 hours continuously. The Employer will make every effort to have the employee relieved.</p> <p>(b) For the purposes of subclause (a) of this subclause an “emergency” is an event which is unplanned and not able to be reasonably predicted and does not include rostering errors and incorrect bus or train scheduling.</p>

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

ROAD COACH OPERATOR & ROAD COACH OPERATOR INSTRUCTOR

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

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

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

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

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

RAILCAR DRIVER & RAILCAR DRIVER TRAINER

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

	(b) Such additional hours will be paid at 1.5 times the applicable Aggregated Hourly Rate.		
Additional Shift	(a) Employees may be required to work a maximum of one additional shift per fortnight. (b) Full time and part-time employees will have additional shift hours worked on a Monday to Friday paid at 1.84 times the applicable Ordinary Hourly Wage Rate, and Saturday and/or Sunday paid at 2.0 times the Ordinary Hourly Wage Rate. The day the shift commenced will determine which penalty rate is applicable.		
Public Holidays	For Full Time Employees: (a) If rostered & worked, ordinary hours worked on a Public Holiday will be paid at the rate of time and a half at the applicable Aggregate Hourly Rate, plus either a day in lieu or an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate. (b) If rostered & not worked, no additional payment or penalties apply. (c) If a PDO or Blank Day, either an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate or a day in lieu. For Part Time Employees: (d) If rostered & worked, ordinary hours worked on a Public Holiday will be paid at the rate of time and a half at the applicable Aggregate Hourly Rate, plus either a day in lieu or an additional eight-hour public holiday payment at the applicable Aggregate Hourly Rate. (e) If rostered & not worked, or not required, no additional payment or penalties apply. (f) A Blank Day does not attract any payment or penalties.		
Minimum Rest Break	The following minimum rest period provisions will apply:		
		Rostered Rest Period	Guaranteed Minimum Rest Period
	At home (or temporary home locations)	12 hours	11 hours
	At book off locations following a shift	Up to 10 hours	8 hours
		Exceeding 10 and up to 12 hours	10 hours
			9 hours

		Exceeding 12 hours	12 hours	10 hours
	<p>(a) The period off duty will be calculated from the time the employee signs off duty.</p> <p>(b) Rosters will be posted with the Rostered Rest Periods provided for in the above table.</p> <p>(c) Under no circumstances will an employee commence work, or be directed to commence work by the Employer, without first receiving the Guaranteed Minimum Rest Period.</p> <p>(d) Where an employee is required and having agreed to work after having the Guaranteed Minimum Rest Period but not the Rostered Rest Period the employee will be paid 1.5 times the applicable Aggregated Hourly Rate for the difference between the Guaranteed Minimum Rest Period and the Rostered Rest Period. For example, if an employee is required and agrees to come on duty at their home depot after 11 hours off duty, the employee would be paid one hour at the rate of 1.5 times the applicable Aggregate Hourly Rate.</p> <p>(e) By agreement Railcar Drivers returning passenger on the Prospector from Kalgoorlie to East Perth are required to have a minimum rest period of seven hours. Where the rest period is less than seven hours, alternate arrangements such as returning by plane or road after having a minimum eight-hour rest period need to be made.</p>			
Meal and Rest Breaks	<p>(a) An employee is entitled and will be allowed a 20 minute rest break on shifts in excess of five hours, which will be taken between the third and sixth hours of duty.</p> <p>(b) If a Railcar driver finds it likely that they will remain on duty for a period exceeding five hours without relief, a 20-minute meal/comfort break must be taken. This break is to be arranged after communication between the Railcar Driver and Train Control.</p>			
Employee Working Away – Temporary Basis	<p>(a) An employee, who is required to work away from home on a temporary basis may be required to be rostered for a 12 hour shift to enable travel time home.</p> <p>(b) All additional hours worked in excess of nine ordinary hours will be paid at 1.5 times the Aggregated Hourly Rate.</p>			
Case of Emergency	<p>(a) In cases of emergency or major equipment failure an employee may be required to remain at work for up to 12 hours continuously. The Employer will make every effort to have the employee relieved.</p> <p>(b) For the purposes of subclause (a) an “emergency” is an event which is unplanned and not able to be reasonably predicted and does not include rostering errors and incorrect train scheduling.</p>			

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

RAILCAR DRIVER COORDINATOR

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

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

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

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

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

PASSENGER ASSISTANT

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

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

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

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

PASSENGER ASSISTANT (PROSPECTOR & AVON LINK)

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

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

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

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

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

Note 3: Hourly rates are correct to two decimal places

	Current Rate		Effective from 1-Feb-2025		Effective from 1-Feb-2026		Effective from 1-Feb-2027	
	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate
Occupational Group								
Railcar Drivers (40 HR)								
Railcar Driver Coordinator	\$58.33	\$2,333.10	\$61.51	\$2,460.20	\$63.97	\$2,558.70	\$66.21	\$2,648.20
Railcar Driver Trainer	\$52.60	\$2,103.80	\$55.49	\$2,219.40	\$57.71	\$2,308.30	\$59.73	\$2,389.00
Railcar Driver	\$49.85	\$1,994.10	\$52.35	\$2,093.80	\$54.44	\$2,177.60	\$56.35	\$2,253.80
Road Coach Operator Instructor (40 HR)	\$36.86	\$1,474.20	\$38.88	\$1,555.20	\$40.44	\$1,617.50	\$42.03	\$1,681.10
Road Coach Operator (40 HR)	\$34.93	\$1,397.30	\$36.68	\$1,467.20	\$38.15	\$1,525.90	\$39.65	\$1,585.90
Senior Passenger Assistant (40 HR)	\$34.93	\$1,397.30	\$36.68	\$1,467.20	\$38.15	\$1,525.90	\$39.65	\$1,585.90
Passenger Assistant (40 HR)	\$30.56	\$1,222.50	\$32.09	\$1,283.60	\$33.37	\$1,334.90	\$34.87	\$1,394.90
Station Attendant (40 HR)	\$30.56	\$1,222.50	\$32.09	\$1,283.60	\$33.37	\$1,334.90	\$34.87	\$1,394.90

Casuals	Hourly Rate with Loading	Hourly Rate with Loading	Hourly Rate with Loading	Hourly Rate with Loading
Road Coach Operator Casual	\$43.67	\$45.85	\$47.68	\$49.56
Passenger Assistant Casual	\$38.20	\$40.11	\$41.72	\$43.59

SCHEDULE 4: ORDINARY WAGE RATES

WAGE RATES WITH ANNUALISED LEAVE LOADING

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

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

Note 3: Hourly rates are correct to two decimal places

	Annualised Leave Loading	Current Rate		Effective from 1- Feb-2025		Effective from 1- Feb-2026		Effective from 1- Feb-2027	
		Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate
Occupational Group									
Railcar Drivers (40 HR)									
Railcar Driver Coordinator	1.90%	\$59.44	\$2,377.43	\$62.67	\$2,506.94	\$65.18	\$2,607.32	\$67.46	\$2,698.52
Railcar Driver Trainer	1.90%	\$53.59	\$2,143.77	\$56.54	\$2,261.57	\$58.80	\$2,352.16	\$60.86	\$2,434.39
Railcar Driver	1.90%	\$50.80	\$2,031.99	\$53.34	\$2,133.58	\$55.47	\$2,218.97	\$57.42	\$2,296.62
Road Coach Operator Instructor (40 HR)	1.90%	\$37.56	\$1,502.21	\$39.62	\$1,584.75	\$41.21	\$1,648.23	\$42.83	\$1,713.04
Road Coach Operator (40 HR)	1.90%	\$35.60	\$1,423.85	\$37.38	\$1,495.08	\$38.87	\$1,554.89	\$40.40	\$1,616.03
Senior Passenger Assistant (40 HR)	1.90%	\$35.60	\$1,423.85	\$37.38	\$1,495.08	\$38.87	\$1,554.89	\$40.40	\$1,616.03
Passenger Assistant (40 HR)	1.90%	\$31.14	\$1,245.73	\$32.70	\$1,307.99	\$34.01	\$1,360.26	\$35.54	\$1,421.40
Station Attendant (40 HR)	1.30%	\$30.96	\$1,238.39	\$32.51	\$1,300.29	\$33.81	\$1,352.25	\$35.33	\$1,413.03

SCHEDULE 5: AGGREGATION METHODOLOGY

WAGE AGGREGATION

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

Historical Note

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

METHODOLOGY

1.1. Aggregate Component Calculation

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

1.2. Using the Master Roster, establish

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

1.3. Calculate the Aggregate Component by multiplying

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

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

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

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

2. Average Aggregate Component Calculation

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

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

3. Discounting the Averaged Aggregate Component

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

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

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

4. Aggregated Wage Rate Calculation

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

SCHEDULE 6: ROAD COACH ROSTERING TIME ALLOCATIONS

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

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

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

SCHEDULE 7: RAILCAR DRIVER ROSTERING TIME ALLOCATIONS

RAILCAR DRIVERS EAST PERTH ROSTERING TIME ALLOCATIONS

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

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

- (1) Railcars stable and coupled to Shore Power as necessary. Not handed over to Mechanical Staff.
- (2) Railcars not taken to Kalgoorlie Locomotive Depot for inspection.

RAILCAR DRIVERS BUNBURY ROSTERING TIME ALLOCATIONS

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

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

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

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

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

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

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