

**GOVERNMENT SERVICES (MISCELLANEOUS) GENERAL AGREEMENT 2021**

**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

**PARTIES** BOTANIC GARDENS AND PARKS AUTHORITY, CENTRAL  
REGIONAL TAFE, DEPARTMENT OF BIODIVERSITY,  
CONSERVATION AND ATTRACTIONS AND OTHERS

**APPLICANT**

-v-

UNITED WORKERS UNION (WA)

**RESPONDENT**

**CORAM** COMMISSIONER D J MATTHEWS

**DATE** THURSDAY, 4 FEBRUARY 2021

**FILE NO/S** AG 24 OF 2020

**CITATION NO.** 2021 WAIRC 00027

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**Result** Agreement registered

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*Registration of Agreement*

WHEREAS the Commission has before it an application pursuant to section 41 of the *Industrial Relations Act 1979* to register an agreement as an industrial agreement; and

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

NOW I, the undersigned, pursuant to the powers conferred on me under section 41 of the *Industrial Relations Act 1979*, hereby register the agreement made between the parties filed in the Commission on 21 January 2021 entitled *Government Services (Miscellaneous) General Agreement 2021* attached hereto be registered as an industrial agreement in replacement of *Government Services (Miscellaneous) General Agreement 2019*.

**(L.S.) (Sgd.) D.J. MATTHEWS**

COMMISSIONER D J MATTHEWS

**GOVERNMENT SERVICES (MISCELLANEOUS)  
GENERAL AGREEMENT 2021**

**AG 24 of 2021**

## PART 1 – APPLICATION OF AGREEMENT

### 1. Title

- 1.1. This Agreement shall be known as the Government Services (Miscellaneous) General Agreement 2021 and replaces the Government Services (Miscellaneous) General Agreement 2019 (AG 1 of 2019).

### 2. Arrangement

PART 1 – APPLICATION OF AGREEMENT.....	1
1. Title.....	1
2. Arrangement.....	1
3. Definitions.....	3
4. Purpose of Agreement .....	4
5. Application and Parties Bound.....	5
6. Term of Agreement.....	5
7. Relationship to Parent Awards .....	5
8. No Further Claims .....	6
9. Core Conditions.....	6
10. Agency Specific Agreements.....	8
PART 2 – TYPES OF EMPLOYMENT .....	8
11. General Employment.....	8
12. Employer Preference .....	9
13. Public Sector Delivery of Public Services .....	9
14. Modes of Employment .....	10
15. Induction.....	11
16. Period of Probation .....	11
17. Casual Employment.....	11
18. Part Time Employment.....	12
19. Review of Contracted Hours .....	12
20. Notice of Termination.....	12
21. Recognition of Prior Service.....	13
PART 3 – WAGES AND ASSOCIATED ALLOWANCES.....	14
22. Wages .....	14
23. Salary Packaging.....	14
24. Supported Wage.....	15
25. Traineeships.....	18

26.	Canteen Workers – Variations .....	19
27.	Tea Break for Cleaners.....	19
28.	Tea Break for Gardeners .....	19
29.	Split Shifts .....	19
30.	First Aid Allowance .....	20
31.	Shower Allowance .....	20
32.	Closet Allowance .....	21
33.	Sanitary Bin Allowance .....	21
34.	Shoe Allowance .....	21
35.	Taxi and Parking Allowance .....	22
36.	Removal Allowance .....	22
37.	District Allowance.....	24
38.	Annual Leave Travel Concession .....	24
39.	Recovery of Underpayments .....	24
40.	Recovery of Overpayments.....	25
PART 4 – LEAVE OF ABSENCE .....		25
41.	Maternity Leave .....	25
42.	Adoption Leave .....	37
43.	Other Parent Leave.....	42
44.	Partner Leave .....	47
45.	Unpaid Grandparental Leave .....	49
46.	Superannuation on unpaid parental leave .....	51
47.	Personal Leave .....	52
48.	Family and Domestic Violence .....	58
49.	Bereavement Leave.....	61
50.	Annual Leave Flexibilities.....	63
51.	Annual Leave Loading.....	64
52.	Long Service Leave .....	64
53.	Cultural Ceremonial Leave.....	67
54.	Cultural Leave for Aboriginal and Torres Strait Islanders .....	68
55.	Purchased Leave – 42/52 Arrangement .....	68
56.	Purchased Leave – Deferred Wages Arrangement .....	70
57.	Study Assistance.....	71
58.	International Sporting Events Leave.....	75
59.	Blood/Plasma Donors Leave .....	75

60.	Emergency Services Leave .....	76
61.	Leave for Training with Defence Force Reserves .....	76
PART 5 – CHANGE MANAGEMENT .....		77
62.	Consultation .....	77
63.	Redundancy and Redeployment .....	78
PART 6 – UNION RELATED MATTERS .....		79
64.	Union Facilities for Union Representatives.....	79
65.	Occupational Safety and Health Representatives Records.....	81
PART 7 – DISPUTE SETTLEMENT PROCEDURE.....		81
66.	Dispute Settlement Procedure.....	81
PART 8 – SCHEDULES TO THE AGREEMENT .....		83
Schedule 1 – Signatures of Parties.....		83
Schedule 2A - Wage Schedule .....		84
Schedule 2B – Wages - Child Care Givers.....		88
Schedule 2C – Wages– Horticulture, Maintenance and Cleaners – Zoological Parks Authority .....		96
Schedule 2D – Wages – Home Economic Assistants Employed by TAFE .....		97
Schedule 3 – Agency Specific Schedule – Western Australian Museum.....		98
Schedule 4 – Agency Specific Schedule – TAFE Colleges.....		100
Schedule 5 – Agency Specific Schedule – Department of Education (Schools) .....		101
Schedule 6 – Agency Specific Schedule – Department of Education – Residential Colleges .....		110
Schedule 7 – Agency Specific Schedule – Department of Planning, Lands and Heritage (Fremantle Prison) .....		111
Schedule 8 – Agency Specific Schedule – Zoological Parks Authority.....		114
Schedule 9 – List of Respondents .....		115

### 3. Definitions

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

- (a) “Agency” means a respondent listed in Schedule 9.
- (b) “Agency Specific Agreement” means an industrial agreement developed in accordance with clause 10 – Agency Specific Agreements, which will be read in conjunction with this General Agreement and the Award.
- (c) “Award” means an award listed in clause 7 – Relationship to Parent Awards of this General Agreement.
- (d) “Child” and “grandchild” shall be read as including children of a multiple birth or adoption.
- (e) “Employee” means:

- (i) persons employed by the respondents listed in Schedule 9 in the classifications referred to in Schedule 2A, 2B, 2C and 2D; and
  - (ii) Home Economic Assistants employed by the Director General, Department of Education, subject to clause 9 of Schedule 5 - Agency Specific Schedule – Department of Education (Schools).
- (f) “Employer” means any of the respondents listed in Schedule 9.
  - (g) “General Agreement” means the Government Services (Miscellaneous) General Agreement 2021.
  - (h) “Partner” means a person who is a spouse or de-facto partner.
  - (i) “Redeployment period” means the redeployment period as defined by regulation 28 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
  - (j) “Registered employee” means a registered employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
  - (k) “Registrable employee” means a registrable employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
  - (l) “Replacement employee” means an Employee specifically engaged to replace an Employee proceeding on maternity leave, adoption leave, other parent leave or grandparental leave.
  - (m) “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*.
  - (n) “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*.
  - (o) “Surplus employee” means either a Registrable employee or a Registered employee.
  - (p) “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*.
  - (q) “Union” means United Workers Union (WA).
  - (r) “WAIRC” means the Western Australian Industrial Relations Commission.

#### **4. Purpose of Agreement**

4.1. The parties agree that the purpose of this General Agreement is to:

- (a) effect wage increases in accordance with this General Agreement for Employees bound by this General Agreement;

- (b) in conjunction with the relevant Award provide a core set of employment conditions for Employees bound by this General Agreement; and
- (c) allow the parties to negotiate Agency Specific Agreements in accordance with clause 10 – Agency Specific Agreements of this General Agreement.

## **5. Application and Parties Bound**

- 5.1. This General Agreement shall replace the Government Services (Miscellaneous) General Agreement 2019 in its entirety.
- 5.2. The parties bound by this General Agreement are United Workers Union (WA) and the respondents listed in Schedule 9.
- 5.3. This General Agreement shall apply to all Employees who are members of or eligible to be members of the Union and covered by the Awards and employed in Western Australia. At the date of registration the approximate number of Employees bound by this General Agreement is 5,485 (headcount).

## **6. Term of Agreement**

- 6.1. This General Agreement operates on and from the date of registration and expires on 31 December 2022.
- 6.2. The parties to this General Agreement agree to re-open negotiations for a replacement agreement at least six months prior to the expiry of this General Agreement with a view to implement a replacement agreement operative from 1 January 2023.

## **7. Relationship to Parent Awards**

- 7.1. This General Agreement shall be read in conjunction with the following awards:
  - (a) Catering Employees and Tea Attendants (Government) Award 1982;
  - (b) Children’s Services (Government) Award 1989;
  - (c) Cleaners and Caretakers (Government) Award 1975;
  - (d) Community Welfare Department Hostels Award 1983;
  - (e) Country High School Hostels Award 1979;
  - (f) Cultural Centre Award 1987;
  - (g) Gardeners (Government) Award 1986;
  - (h) Miscellaneous Government Conditions and Allowances Award 1992; and
  - (i) Recreation Camps (Department for Sport and Recreation) Award 1975.

- 7.2. Where the provisions of the relevant Award and this General Agreement are inconsistent, the provisions of this General Agreement shall prevail.

## **8. No Further Claims**

- 8.1. The parties to this General Agreement undertake that for the term of this General Agreement there shall be no wage increases sought or granted other than those provided under the terms of this General Agreement. This includes wage adjustments arising out of State Wage Cases. Such increases are to be absorbed in the wages set out in this General Agreement.
- 8.2. The parties to this General Agreement undertake that for the term of this General Agreement there will be no further claims on matters contained in this General Agreement except where specifically provided for.

## **9. Core Conditions**

- 9.1. Except where specifically provided for the core conditions of employment for Employees shall be the terms and conditions of this General Agreement and the following provisions contained in the following Awards:

*Catering Employees and Tea Attendants (Government) Award 1982:*

- Clause 7 – Contract of Service;  
Clause 8 – Hours, in respect to 38 hours per week only;  
Clause 11 – Casual Employees;  
Clause 12 – Part Time Employees;  
Clause 18 – Public Holidays;  
Clause 19 – Annual Leave, including leave loading; and  
Clause 26 – Higher Duties Allowance.

*Children’s Services (Government) Award 1989:*

- Clause 6 – Contract of Service;  
Clause 7 – Hours, in respect to 37.5 or 38 hours per week only;  
Clause 11 – Public Holidays; and  
Clause 12 – Annual Leave, including leave loading.

*Cleaners and Caretakers (Government) Award 1975:*

- Clause 2 – Contract of Employment;  
Clause 3.1 – Hours, in respect to 38 hours per week only;  
Clause 4.3 – Supported Wage System;  
Clause 5.3 – Higher Duties Allowance;  
Clause 6.1 – Annual Leave, including leave loading; and  
Clause 6.4 – Public Holidays.



Community Welfare Department Hostels Award 1983:

Clause 6 – Hours, in respect to 38 hours per week only;  
Clause 9 – Annual Leave;  
Clause 10 – Public Holidays;  
Clause 14 – Contract of Service; and  
Clause 16 – Mixed Functions.

Country High School Hostels Award 1979:

Clause 6 – Hours, except in application to gardeners and/or groundspersons;  
Clause 7 – Contract of Service;  
Clause 10 – Public Holidays;  
Clause 14 – Annual Leave; and  
Clause 16 – Mixed Functions.

Cultural Centre Award 1987:

Clause 6 – Contract of Service;  
Clause 7 – Hours, in respect to 38 hours per week only;  
Clause 12 – Annual Leave, including leave loading; and  
Clause 11 – Public Holidays.

Gardeners (Government) Award 1986:

Clause 6 – Contract of Employment  
Clause 7 – Hours, in respect to 38 hours per week only;  
Clause 10 – Public Holidays;  
Clause 13 – Annual Leave, including leave loading; and  
Clause 24 – Higher Duties

Miscellaneous Government Allowances and Conditions Award 1992:

Clause 10 – Cultural/Ceremonial Leave;  
Clause 11 – Purchased Leave – 48/52 Wages Arrangement;  
Clause 12 – Deferred Wages Arrangement;  
Clause 13 – Blood/Plasma Leave;  
Clause 14 – Emergency Services Leave;  
Clause 15 – Defence Force Reserves Leave;  
Clause 17 – Salary Packaging;  
Clause 18 – Employment Records;  
Clause 19 – Right of Entry;  
Clause 20 – Trade Union Training Leave;

Clause 21 – Leave to Attend Union Business;  
Clause 28 – Collection of Banking Details;  
Clause 30 – Union Facilities for Union Representatives;  
Clause 31 – Witness and Jury Service;  
Clause 33 – Traineeships; and  
Clause 35 – Access to Award.

*Recreation Camps (Department for Sport and Recreation) Award 1975*

Clause 5 – Contract of Service;  
Clause 6 – Hours, in respect to 38 hours per week only;  
Clause 10 – Annual Leave, including leave loading; and  
Clause 11 – Public Holidays.

**10. Agency Specific Agreements**

- 10.1. The primary vehicle for regulating pay and conditions for Employees shall be the relevant Award and this General Agreement.
- 10.2. Core conditions of employment referred to in clause 9 – Core Conditions of this General Agreement cannot be the subject of an Agency Specific Agreement.
- 10.3. The parties accept that Agency Specific Agreements will only be made in the following circumstances:
  - (a) where an existing Agency Specific Agreement is due to expire and the parties seek to register a replacement Agency Specific Agreement; or
  - (b) where arrangements are agreed by the parties to be necessary due to the nature of work undertaken or the environment in an Agency.
- 10.4. Should the parties be unable to reach agreement the matter may be referred to the WAIRC.

**PART 2 – TYPES OF EMPLOYMENT**

**11. General Employment**

- 11.1. The Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training, including work, which is incidental or peripheral to the Employee's main tasks or functions.
- 11.2. A person may be appointed full time or part time:
  - (a) on an ongoing basis; or
  - (b) fixed term.
- 11.3. A person may be appointed on a casual basis.

- 11.4. Employees appointed either on an ongoing basis or for a fixed term shall be advised in writing of the terms of their appointment and such advice shall specify the dates of commencement, hours of work and, in the case of fixed term contracts, the circumstances of the engagement as provided under subclause 14.5 and the cessation date of the contract.
- 11.5. Employees will be engaged for a minimum of two hours per shift, notwithstanding any split shifts, unless there is insufficient work available at the place of employment to fill a two hour shift.

## **12. Employer Preference**

- 12.1. The Employer recognises that permanent employment is the preferred form of engagement for Employees covered by this General Agreement.
- 12.2. 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.
- 12.3. 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.
- 12.4. Prior to engaging, or extending the engagement of, a labour hire employee, or otherwise entering into a new or extended labour hire arrangement, the Employer must first consider whether any permanent Surplus employees can undertake the role or duties required. All duties undertaken by labour hire employees will be assessed every three months for the possibility of a Surplus employee instead undertaking the role or duties. If a permanent Surplus employee can undertake the role or duties, they will be offered the employment.
- 12.5. Where more than one appropriate permanent Surplus employee exists, the following hierarchy shall apply for access to the role or duties:
  - (a) internal Surplus employees are considered first;
  - (b) if no internal Surplus employees are suitable, Registered employees from other employing authorities are considered; and
  - (c) if no Registered employees are suitable, Registrable employees from other employing authorities are considered.

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

- 13.1. The Government and Employer prefer the delivery of public services to be undertaken by Employees.
- 13.2. 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.

- 13.3. 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.

#### **14. Modes of Employment**

- 14.1. Except as otherwise provided by this clause Employees will be employed on an ongoing basis.
- 14.2. All appointments are to be made in accordance with the Commissioner's Instruction No.1 - Employment Standard and Commissioner's Instruction No. 2 - Filling a Public Sector Vacancy, or their replacement, as published by the Public Sector Commission.
- 14.3. 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.
- 14.4. Where more than one appropriate permanent Surplus employee exists, the following hierarchy shall apply for access to the role or duties:
- (a) internal Surplus employees are considered first;
  - (b) if no internal Surplus employees are suitable, Registered employees from other employing authorities are considered; and
  - (c) if no Registered employees are suitable, Registrable employees from other employing authorities are considered.
- 14.5. Fixed term and casual contracts may only be used in the following circumstances:
- (a) special projects;
  - (b) to temporarily fill vacancies, where a decision has been made to fill that vacancy, whilst the recruitment process is undertaken; and
  - (c) to fill vacancies due to:
    - (i) parental leave;
    - (ii) long service leave;
    - (iii) personal leave;
    - (iv) workers compensation;
    - (v) secondments;
    - (vi) leave without pay;
    - (vii) the substantive occupant working in another position that may involve higher duties;
    - (viii) the substantive occupant being temporarily deployed elsewhere;
    - (ix) other forms of leave as prescribed in the General Agreement or relevant Award; or

- (d) any other situations as agreed between the Employer and the Union either at an industry or local level.
- 14.6. The Employer will provide the Union the names and work locations of all Employees on fixed term contracts within 28 days of a request being made in writing.
- 14.7. The parties agree that Employees who are currently employed on fixed term contracts and who are not employed in the circumstances as prescribed in subclause 14.5 of this General Agreement shall be made permanent.
- 14.8. To achieve the object of subclause 14.7, the Employer will review the status of all existing Employees employed on fixed term contracts and identify those who will qualify for ongoing employment.
- 14.9. The Employer undertakes to complete the review of fixed term contract Employees and to provide a list of Employees to be made permanent and those to remain on fixed term contracts to the Union. This list will detail the circumstances requiring the use of temporary contracts as listed in subclause 14.5.
- 14.10. Where there is a dispute between the parties concerning the correct status of an Employee it shall be dealt with in accordance with clause 66 – Dispute Settlement Procedure of this General Agreement.

## **15. Induction**

- 15.1. All new Employees shall participate in an appropriate induction program in accordance with the Employer's Staff Induction Policy.

## **16. Period of Probation**

- 16.1. All Employees appointed by the Employer shall initially be employed on a probationary period not exceeding three months.
- 16.2. Prior to the expiry of a probationary period of employment, the Employer shall:
  - (a) confirm the appointment; or
  - (b) where performance issues have been identified and appropriate support and training to enhance performance have been documented the Employee's period of probation may be extended for a further period as determined by the line manager, but shall not exceed a further three months; or
  - (c) terminate the appointment due to unsatisfactory performance.

## **17. Casual Employment**

- 17.1. A casual Employee shall mean an Employee engaged on an hourly basis for a period not exceeding four weeks in any workplace.

- 17.2. Casual Employees shall receive a casual loading in lieu of annual and personal leave and public holidays.
- 17.3. The casual loading payable is 22 per cent on and from the date of registration of this General Agreement and 25 per cent from 1 January 2022.
- 17.4. The employment of a casual Employee may be terminated at any time by the casual Employee or the Employer giving to the other, one hour's prior notice. In the event of the Employer or the casual Employee failing to give the required notice, one hour's wages shall be paid or forfeited.
- 17.5. This clause shall not apply to Employees covered by the *Catering Employees and Tea Attendants (Government) Award 1982*.

## **18. Part Time Employment**

- 18.1. Part time work is defined as work that is regularly undertaken for less than the designated full time hours.
- 18.2. Part time Employees shall be entitled to the same entitlements as a full time Employee on a pro rata basis in accordance with hours worked.
- 18.3. At the time of engagement the Employer and the regular part time Employee will agree in writing, on a regular pattern of work, specifying the hours worked each day, which days of the week the Employee will work and the actual starting and finishing times each day. Rostered Employees shall be informed of their minimum hours of engagement and the basis upon which rosters are formulated. An agreement concerning a part time Employee's ordinary hours of work shall be consistent with the relevant provisions of the relevant Award.
- 18.4. This Clause shall not apply to Employees covered by the *Catering Employees and Tea Attendants (Government) Award 1982*.

## **19. Review of Contracted Hours**

- 19.1. A part time Employee may request a review of their contracted hours. The Employer will respond with a decision resulting from the review within three months of the request being received by the Employer.
- 19.2. Any proposed variation to an Employee's contracted hours must consider any hours that the Employee has been rostered to work in excess of their contracted hours, excepting any shifts worked to cover absence arising from the situations described in subclause 14.5.
- 19.3. If the Employer declines to change the Employee's contracted hours, the Employer will set out reasons for the decision in writing.

## **20. Notice of Termination**

- 20.1. This clause replaces notice of termination provisions contained in the relevant Award, except where the relevant Award provides a period of notice which is greater than the required period of notice provided in this clause.

20.2. Notice of Termination by Employee

- (a) An Employee may terminate his or her employment by giving one week's written notice to the Employer. In the event of the Employee not giving the required notice, one week's wages shall be forfeited.

20.3. Notice of Termination by Employer

- (a) An Employer must not terminate the employment of an Employee (other than a casual Employee) unless the Employer has given the Employee the required period of notice specified in the following table, or payment in lieu of that period of notice.

Period of continuous service	Required period of notice
Not more than one year	At least one week
More than one year but not more than three years	At least two weeks
More than three years but not more than five years	At least three weeks
More than five years	At least four weeks

- (b) The period of notice for an Employee who, at the time the notice is given, is over 45 years of age and has completed at least two years' continuous service with the employer, is to be increased by one week.
- (c) A reduced period of notice may be given if it is accompanied by payment in lieu for the remainder of the required period of notice.
- (d) Payment in lieu of notice must be worked out on the basis of the Employee's ordinary hours of work.

**21. Recognition of Prior Service**

- 21.1. Where an Employee recommences with the Employer within three years, the Employee shall be placed at the appropriate increment within the appropriate level in consideration of previous relevant service.

## PART 3 – WAGES AND ASSOCIATED ALLOWANCES

### 22. Wages

- 22.1. The wages provided for by this General Agreement shall be those contained in Schedules 2A, 2B, 2C and 2D and will provide for the following wage increases:
- (a) \$19.20 per week on and from 1 January 2021; and
  - (b) \$19.20 per week on and from 1 January 2022.
- 22.2. An Employee who is employed by the Employer on the date of registration of this General Agreement will, on registration of the General Agreement, receive a payment equivalent to the additional wages that would have been paid had the wages in Schedule 2A, 2B, 2C and 2D been paid on and from 1 January 2021.
- 22.3. An Employee who resigns or retires or whose employment is otherwise terminated prior to the registration of this General Agreement is not entitled to the payment provided in subclause 22.2.
- 22.4. The wage increases provided in this General Agreement include full and final settlement of productivity improvements up to the date of commencement of the Government Services (Miscellaneous) General Agreement 2013 (AG 3 of 2013).
- 22.5. Where the *Catering Employees and Tea Attendants (Government) Award 1982* makes provision for service pay that provision shall have no application during the operation of this General Agreement.
- 22.6. The Union agrees that any adjustment made in accordance with the provisions of this clause will not be used as a rationale to claim that relativities need to be adjusted or restored in subsequent agreements.

### 23. Salary Packaging

- 23.1. An Employee may, by agreement with the Employer, enter into a salary packaging arrangement in accordance with this clause and Australian Taxation Office requirements.
- 23.2. Salary packaging is an arrangement whereby the entitlements and benefits under the relevant Award/s contributing toward the Total Employment Cost (TEC) of an Employee as defined in subclause 23.3, can be reduced by and substituted with another or other benefits.
- 23.3. The TEC for salary packaging purposes is calculated by adding the following entitlements and benefits:
- (a) the base wage;
  - (b) other cash allowances;
  - (c) non-cash benefits;
  - (d) any Fringe Benefit Tax liabilities currently paid; and



- (e) any variable components.
- 23.4. Where an Employee enters into a salary packaging arrangement the Employee will be required to enter into a separate written agreement with the Employer setting out the terms and conditions of the salary packaging arrangement.
- 23.5. Notwithstanding any salary packaging arrangement, the wage rate as specified in the relevant Award is the basis for calculating wage related entitlements specified in the relevant Award.
- 23.6. Compulsory Employer Superannuation Guarantee contributions are to be calculated in accordance with applicable federal and state legislation. Compulsory Employer contributions made to superannuation schemes established under the State *Superannuation Act 2000 (WA)* and the *Parliamentary Superannuation Act 1970 (WA)* are calculated on the gross (pre-packaged) wage amount regardless of whether an Employee participates in a salary packaging arrangement with their Employer.
- 23.7. A salary packaging arrangement cannot increase the costs to the Employer of employing an individual.
- 23.8. A salary packaging arrangement is to provide that the amount of any taxes, penalties or other costs for which the Employer or Employee is or may become liable for and are related to the salary packaging arrangement, shall be borne in full by the Employee.
- 23.9. In the event of any increase in taxes, penalties or costs relating to a salary packaging arrangement, the Employee may vary or cancel that salary packaging arrangement.

## **24. Supported Wage**

### **24.1. Workers Eligible for a Supported Wage**

This clause defines the conditions that will apply to Employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this clause. In the context of this clause, the following definitions will apply:

- (a) "Approved Assessor", means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessment of an individual's productive capacity within the Supported Wage System.
- (b) "Assessment Instrument" means the tool provided under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
- (c) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991 (Cth)*, as amended from time to time, or any successor to that scheme.
- (d) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage Systems Assessment Guidelines.

## 24.2. Eligibility Criteria

- (a) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- (b) This clause does not apply to any existing Employee who has a claim against the Employer, which is subject to the provisions of workers' compensation legislation, or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their current employment.
- (c) This clause also does not apply to Employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* (Cth) and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are in receipt of or eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s10 or s12A of the Act, or if a part only has received recognition, that part.

## 24.3. Supported Wage Rates

- (a) Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by the General Agreement for the class of work, which the person is performing according to the following table:

Assessed Capacity	% of Prescribed Agreement Rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than \$86 per week).

- (b) Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

## 24.4. Assessment of Capacity

For the purpose of establishing the percentage of the Agreement rate to be paid to an Employee, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System and documented in an Assessment Instrument by an Approved Assessor, having consulted the Employer and

Employee; and if the Employee so desires, a Union which the Employee is eligible to join and documented in an Assessment Instrument.

#### 24.5. Lodgement of Assessment Instruments

- (a) All Assessment Instruments under the conditions of this clause, including the appropriate percentage of the Agreement wage rate to be paid to the Employee, shall be lodged by the Employer with the Registrar of the WAIRC.
- (b) All Assessment Instruments shall be agreed and signed by the parties to the assessment, provided that where the Union is not a party to the assessment, it shall be referred by the Registrar to the Union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

#### 24.6. Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

#### 24.7. Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other Employees covered by the Agreement paid on a pro rata basis.

#### 24.8. Workplace Adjustment

An Employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re design of job duties, working time arrangements and work organisation in consultation with other Employees in the area.

#### 24.9. Trial Period

- (a) In order for an adequate assessment of the Employee's capacity to be made, an Employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (c) The minimum amount payable to the Employee during the trial period shall be no less than \$86.00 per week.
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under the provisions of subclause 24.4.

## 25. Traineeships

### 25.1. Definitions

- (a) "Part time trainee" means a trainee who is employed for a minimum of 20 hours per week (except in the case of school based traineeships), and has regular and stable hours of work each week, to allow training to occur. Wages and entitlements accrue on a pro-rata basis.
- (b) "Traineeship" means a full time or part time structured employment based training arrangement approved by the Western Australian Department of Training and Workforce Development where the trainee gains work experience and has the opportunity to learn new skills in a work environment. On successful completion of the traineeship the trainee obtains a nationally recognised qualification.
- (c) "Traineeship Training Contract" means the agreement between the Employer and the trainee that provides details of the traineeship and obligations of the Employer and trainee and is registered with the Western Australian Department of Training and Workforce Development.
- (d) "Training Plan" means the plan that outlines what training and assessment will be conducted off-the-job and what will be conducted on-the-job and how the Registered Training Organisation will assist in ensuring the integrity of both aspects of the training and assessment process.

### 25.2. Traineeships

- (a) Trainees are to be additional to the normal workforce of the Employer so that trainees shall not replace paid workers or volunteers or reduce the hours worked by existing Employees.
- (b) Training conditions  
The arrangements between the Employer and the trainee in relation to training are as specified in the Traineeship Training Contract, as administered by the Department of Training and Workforce Development.
- (c) Employment conditions:
  - (i) the initial period of employment for trainees is the nominal training period endorsed at the time the particular Traineeship is established;
  - (ii) completion of the Traineeship scheme will not guarantee the trainee future employment in the Public Sector, but the Employer will cooperate to assist the trainee to be placed in suitable employment, should a position arise;
  - (iii) trainees are permitted to be absent from work without loss of continuity of employment to attend off-the-job training in accordance with the training plan. However, except for absences provided for under the relevant Award/s, failure to attend for work or training without an acceptable cause will result in loss of pay for the period of the absence;
  - (iv) trainees will receive a mix of supervised work experience, structured training on-the-job and off-the-job, and the opportunity to practice new skills in a work environment; and

- (v) overtime and shift work shall not be worked by trainees except to enable the requirements of the training to be effected. When overtime and shift work are worked the relevant allowances and penalties of the relevant Award, based on the training wage stated in subclause 25.2(d) will apply. No trainee shall work overtime or shift work on their own.

(d) Wages

The wages applicable to trainees are prescribed by the Circular to Departments and Organisations – Pay Rates for Public Sector Trainees issued by the Department of Mines, Industry Regulation and Safety – Public Sector Labour Relations Division each year. Adult trainees will be paid the rate prescribed under the *Minimum Conditions of Employment Act 1993 (WA)* for the minimum weekly rate of pay for Employees 21 or more years of age.

## **26. Canteen Workers – Variations**

26.1. The parties agree that in the event that an award is made in the WAIRC that applies to the Canteen Assistants and Canteen Supervisors employed by the Director General of the Department of Education (currently proposed to be the *Canteen Employees (Department of Education and Training) Award*) (“the new Award”) that:

- (a) an Agency Specific Agreement will be made to incorporate the new Award; and
- (b) the parties will apply any wage increases provided for in the new Award. The parties will apply any wage increase provided for in this General Agreement to the new Award, which will be incorporated into this General Agreement by way of an Agency Specific Agreement. Any wage increase granted by way of the new Award will be backdated to the first pay period on or after 17 January 2013. Any administratively applied increase granted to Canteen Workers will be taken into consideration for the calculation of back pay.

## **27. Tea Break for Cleaners**

27.1. Employees employed in the classification of Cleaners and Caretakers under the Classification Structures at Schedule 2A – Wages Schedule, of this Agreement are allowed a tea break of 10 minutes in duration without deduction of pay and shall be counted as time worked.

## **28. Tea Break for Gardeners**

28.1. The provisions of the clause replace the provisions of clause 9 (2) – Meal times and breaks of the *Gardeners (Government) 1986 Award*.

28.2. Employees employed in the classification of Gardener under the Classification Structures at Schedule 2A – Wages Schedule, of this Agreement are allowed a morning tea break of 10 minutes duration without deduction of pay and shall be counted as time worked.

## **29. Split Shifts**

29.1. Employees, who are required to work their ordinary hours each day in two shifts where the break between the two shifts is not less than three hours, shall be paid an allowance.

29.2. The allowance is adjusted in accordance with the following table:

Effective date	1 January 2021	1 January 2022
Rate (per day)	\$5.67	\$5.78

### 30. First Aid Allowance

30.1. This clause shall replace any clause providing for a first aid allowance in any relevant Award.

30.2. For the purposes of this clause the following expressions shall have the following meanings:

- (a) "Employee" means an employee for the purposes of this General Agreement.
- (b) "Appointed" means where the Employer has nominated a position or office as carrying the extra duties of a first aid attendant and an Employee suitably qualified in first aid who has nominated themselves to carry out first aid in the workplace is assigned to such position by the Employer.
- (c) "Workplace" means the direct area in which the Employee has been employed to work in the ordinary course of their employment.
- (d) "Suitably qualified in first aid" means holding a current statement of attainment that satisfies the national training requirement HLTAID003 – Provide First Aid. This includes, but is not limited to, successful completion of the Provide First Aid training courses offered by the St John Ambulance Association or the Australian Red Cross Society.

30.3. An Employee who has been appointed by the Employer to carry out first aid duties at the Workplace and who is suitably qualified in first aid shall be paid a first aid allowance.

30.4. This allowance is adjusted in accordance with the following table:

Effective date	1 January 2021	1 January 2022
Rate (per fortnight)	\$23.20	\$23.60

30.5. Where a part time Employee is eligible for the payment of an allowance under this clause such allowance shall be calculated on a pro rata basis having regard for any variations to the Employee's working hours over that fortnight.

30.6. The first aid allowance will not be paid during any continuous absence of greater than two weeks in cases where the Employer has confirmed in writing that a nominated Employee has been appointed to carry out first aid but where a nominated position or office is designated as a first aid position, an Employee will only receive the first aid allowance whilst occupying such designated position.

### 31. Shower Allowance

31.1. All Employees called upon by the Employer to clean shower cubicles shall receive an allowance of \$0.96 cents per cubicle per week.

- 31.2. For the purposes of subclause 31.1, one shower head shall count as one shower cubicle.
- 31.3. The allowance at subclause 31.1 shall be adjusted by a percentage derived from the Arbitrated Safety Net Adjustment (ASNA) amount divided by the key minimum classification rate of a cleaner – level 1, year 1 under the *Cleaners and Caretakers (Government) Award 1975*.

**32. Closet Allowance**

- 32.1. This clause shall replace any clause providing for a closet allowance in any parent Award.
- 32.2. All employees called upon by the Employer to clean closets connected with septic tanks or sewerage shall receive an allowance of \$0.96 cents per closet per week.
- 32.3. For the purposes of subclause 32.1, one metre of urinal shall count as one closet and three urinal stalls shall count as one closet.
- 32.4. The allowance at subclause 32.1 shall be adjusted by a percentage derived from the Arbitrated Safety Net Adjustment (ASNA) amount divided by the key minimum classification rate of a cleaner – level 1, year 1 under the *Cleaners and Caretakers (Government) Award 1975*.

**33. Sanitary Bin Allowance**

- 33.1. An Employee called upon by the Employer to empty bins designed to carry sanitary products (i.e. feminine hygiene products), shall receive an allowance of \$0.43 cents per bin per week.

**34. Shoe Allowance**

- 34.1. This clause shall only apply to Employees of the Western Australian Museum.
- 34.2. Each Employee shall be paid a shoe allowance on the production of receipts.
- 34.3. This allowance is adjusted in accordance with the following table:

Effective date	1 January 2021	1 January 2022
Rate (per annum)	\$120.00	\$122.00

- 34.4. Where a part time Employee is eligible for the payment of an allowance under this clause such allowance shall be calculated on a pro rata basis.
- 34.5. Where a casual Employee is eligible for the payment of an allowance under this clause such allowance shall be adjusted in accordance with the following formula:

$$\frac{\text{total hours worked by the employee over the 12 months prior to the claim}}{1982} = \text{Shoe allowance}$$

### **35. Taxi and Parking Allowance**

- 35.1. This clause shall only apply to Employees working at the Fremantle Maritime Museum and Fremantle Prison.
- 35.2. Employees shall be provided with free parking by their Employer.
- 35.3. Where an Employee ceases work after 11 p.m. and requests that the Employer provide immediate transport between the museum and the Employee's home, the Employee shall be entitled to receive a taxi voucher or equivalent, for travel between the museum and their home. The Employer will determine the mode of transport.

### **36. Removal Allowance**

- 36.1. When an Employee is transferred in the public interest, or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the Employee has no control, the Employee shall be reimbursed:
- (a) The actual reasonable cost of conveyance of the Employee and dependants.
  - (b) The actual cost (including insurance) of the conveyance of an Employee's household furniture effects and appliances up to a maximum volume of 45 cubic metres, provided that a larger volume may be approved by the Employer in special cases.
  - (c) An allowance of \$580.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an Employee is required to transport his or her furniture, effects and appliances provided that the Employer is satisfied that the value of household furniture, effects and appliances moved by the Employee is at least \$3,477.00.
  - (d) Reimbursement of reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum amount of \$197.00.
- 36.2. Pets are defined as dogs, cats, birds or other domestic animals kept by the Employee or the Employee's dependants for the purpose of household enjoyment.
- 36.3. Pets do not include domesticated livestock, native animals or equine animals.
- 36.4. An Employee who is transferred solely at his or her own request or on account of misconduct must bear the whole cost of removal unless otherwise determined by the Employer prior to removal.
- 36.5. An Employee shall be reimbursed the full freight charges necessarily incurred in respect of the removal of the Employee's motor vehicle. If authorised by the Employer to travel to a new locality in the Employee's own motor vehicle, reimbursement shall be as follows:
- (a) Where the Employee will be required to maintain a motor vehicle for use on official business at the new headquarters, reimbursement for the distance necessarily travelled shall be on the basis of the appropriate rate prescribed in clause 23 – Fares and Travelling Allowances of the *Miscellaneous Government Conditions and Allowances Award 1992*.



- (b) Where the Employee will not be required to maintain a motor vehicle for use on official business at the new headquarters reimbursement for the distance necessarily travelled shall be on the basis of one-half of the appropriate rate prescribed in clause 23 – Fares and Travelling Allowances of the *Miscellaneous Government Conditions and Allowances Award 1992*.
  - (c) Where an Employee or his/her dependants have more than one vehicle, and all the vehicles are to be relocated to the new residence, the cost of transporting or driving up to two vehicles shall be deemed to be part of the removal costs.
  - (d) Where only one vehicle is to be relocated to the new residence, the Employee may choose to transport a trailer, boat or caravan in lieu of the second vehicle.
- 36.6. The Employee may be required to show evidence of ownership of the trailer, boat or caravan to be transported.
- 36.7. If the Employee tows the caravan, trailer or boat to the new residence, the additional rate per kilometre is to be three cents per kilometre for a caravan or boat and two cents per kilometre for a trailer.
- 36.8. The Employee shall, before removal is undertaken obtain quotes from at least two carriers which shall be submitted to the Employer, who may authorise the acceptance of the more suitable: Provided that payment for a volume amount beyond 45 cubic metres shall not occur without the prior written approval of the Employer.
- 36.9. The Employer may, in lieu of conveyance, authorise payment to compensate for any loss in any case where an Employee, with prior approval of the Employer, disposes of his or her household furniture effects and appliances instead of removing them to the new headquarters: Provided that such payments shall not exceed the sum which would have been paid if the Employee's household furniture effects and appliances had been removed by the cheapest method of transport available and the volume was 45 cubic metres.
- 36.10. Where an Employee is transferred to government owned or private rental accommodation, where furniture is provided, and as a consequence the Employee is obliged to store furniture, the Employee shall be reimbursed the actual cost of such storage up to a maximum allowance of \$1,080.00 per annum. Actual cost is deemed to include the premium for adequate insurance coverage for the value of the furniture stored. An allowance under this subclause shall not be paid for a period in excess of four years without the approval of the Employer.
- 36.11. Receipts must be produced for all sums claimed.
- 36.12. New appointees to the public authority shall be entitled to receive the benefits of this clause if they are required by the Employer to participate in any training course prior to being posted to their respective positions in the public authority. This entitlement shall only be available to Employees who have completed their training and who incur costs when moving to their first posting.
- 36.13. An Employer may agree to provide removal assistance greater than specified in this General Agreement or the Award and if in that event that the Employee to whom the benefit is granted elects to leave the position, on a permanent basis, within twelve months, the Employer may require

the Employee to repay the additional removal assistance on a pro rata basis. Repayment can be deducted from any monies due to the Employee.

- 36.14. For the purposes of this subclause, “elects to leave the position,” means the Employee freely chooses to leave the position in the ordinary course of promotion, transfer or resignation and this necessitates the Employer obtaining a replacement Employee.
- 36.15. The amounts specified in subclauses 36.1(c), 36.1(d) and 36.10 shall be amended as and when required consistent with changes to the equivalent amounts specified in the *Public Service Award 1992*.

### **37. District Allowance**

- 37.1. The provisions of District Allowance (Government Wages Employees) General Agreement 2010 or any subsequent replacement shall form part of this Agreement for the purposes of payment and administration of district allowance.

### **38. Annual Leave Travel Concession**

- 38.1. This clause is read in conjunction with clause 25 – Employees Living North of 26th Parallel South Latitude in the *Miscellaneous Government Conditions and Allowances Award 1992*.
- 38.2. Where Employees are entitled to a travel concession under this clause and the Employees’ headquarters are situated in District Allowance Areas 3, 4, 5 or 6, a travel concession covering the cost of airfares or motor vehicle allowance up to a maximum amount equivalent to the value of a return fully flexible and refundable airfare to Perth will be provided for each Employee and each of his/her dependants when proceeding on annual leave to a location other than Perth or Geraldton.

### **39. Recovery of Underpayments**

- 39.1. Where an Employee is underpaid in any manner:
- (a) the Employer will, once the Employer is aware of the underpayment, rectify the error as soon as practicable;
  - (b) where possible the underpayment shall be rectified no later than in the pay period immediately following the date on which the Employer is aware that an underpayment has occurred; and
  - (c) where an Employee can demonstrate that an underpayment has created serious financial hardship, the Employee shall be paid by way of a special payment as soon as practicable.
- 39.2. An Employer shall compensate an Employee for costs resulting directly from an underpayment, where it is proven that the costs resulted directly from the underpayment. This includes compensation for overdraft fees, dishonoured cheque costs, and dishonour fees related to routine deductions from the bank account into which an Employee’s wage is paid.
- 39.3. Nothing in this clause shall be taken as precluding the Employee’s legal right to pursue recovery of underpayments.

#### **40. Recovery of Overpayments**

- 40.1. The Employer has an obligation under the *Financial Management Act 2006* to account for public monies. This requires the Employer to recover overpayments made to an Employee.
- 40.2. Any overpayment will be repaid to the Employer within a reasonable period of time.
- 40.3. Where an overpayment is identified and proven, the Employer will provide the Employee with the written details of the overpayment and notify the Employee of their intent to recover the overpayment.
- 40.4. Where the Employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the Employer and Employee.
- 40.5. If agreement on a repayment schedule cannot be reached within a reasonable period of time, the Employer may deduct the amount of the overpayment over the same period of time that the overpayment occurred provided:
  - (a) the Employer may not deduct or require an Employee to repay an amount exceeding 5% of the Employee's net pay in any one pay period without the Employee's agreement; and
  - (b) where necessary, an Employer may deduct money over a period of time greater than the period of time over which the overpayment occurred.
- 40.6. If the Employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with clause 66 - Dispute Settlement Procedure. No deductions relating to the overpayment shall be made from the Employee's pay while the matter is being dealt with in accordance with the Dispute Settlement Procedure.
- 40.7. Nothing in this clause shall be taken as precluding the Employer's legal right to pursue recovery of overpayments.
- 40.8. Where an Employer alters the pay cycle or pay day, any consequential variations to an Employee's fortnightly wage and/or payments to compensate shall not be considered an overpayment for the purposes of this clause.

### **PART 4 – LEAVE OF ABSENCE**

#### **41. Maternity Leave**

- 41.1. This clause replaces the maternity leave provisions contained in the relevant Award.
- 41.2. Eligibility
  - (a)
    - (i) A pregnant permanent, fixed term contract or eligible casual Employee is entitled to unpaid maternity leave on the birth of a child.

- (ii) The period of leave for a fixed term contract Employee shall not extend beyond the term of that contract.
  - (iii) An Employee is eligible, without concluding their maternity leave and resuming duty, for subsequent periods of maternity leave, including paid maternity leave, in accordance with the provisions of this clause.
- (b) A pregnant permanent or fixed term Employee must have completed twelve months' continuous service in the Western Australian Public Sector as defined under the *Public Sector Management Act 1994 (WA)* immediately preceding the maternity leave in order to receive the forms of paid leave as provided for by this clause.
  - (c) An Employee on a period of leave without pay unrelated to maternity leave, adoption leave or other parent leave must resume duties prior to being entitled to paid maternity leave in accordance with the eligibility requirements.

#### 41.3.

- (a) A pregnant eligible casual employee is entitled to unpaid maternity leave only.
- (b) For the purposes of this clause an "eligible casual employee" means a casual Employee employed by the Employer:
  - (i) on a regular and systematic basis for several periods of employment with a break of no more than three months between each period of employment and where the combined length of the periods of employment are at least twelve months and the breaks of employment were the result of the Employer's initiative; or
  - (ii) on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve months; and, but for the birth or adoption of a child, the Employee has a reasonable expectation of continuing engagement on a regular and systematic basis.
- (c) Service performed by an eligible casual employee for a Public Sector Employer shall count as service for the purposes of determining twelve months' continuous service as per subclauses 41.2 and 41.3 where:
  - (i) the eligible casual employee has become a permanent or fixed term contract Employee with the same Employer; and
  - (ii) the break between the period of eligible casual employment and permanent or fixed term contract employment is no more than three months.

#### 41.4. Notice Requirements

- (a) An eligible Employee shall give at least eight weeks' written notice of:
  - (i) their intention to proceed on paid or unpaid maternity leave;
  - (ii) the date the Employee proposes to commence paid or unpaid maternity leave; and

- (iii) the period of leave to be taken.
- (b) An Employee who has given their Employer notice of their intention to take maternity leave shall provide the Employer with a medical certificate from a registered medical practitioner naming the Employee, confirming the pregnancy and the estimated date of birth.
- (c) An Employee is not in breach of subclause 41.4 (a) by failing to give the required period of notice if such failure is due to the birth of the child taking place prior to the date the Employee had intended to proceed on maternity leave.
- (d) An Employee proceeding on maternity leave may elect to take a shorter period of maternity leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks' written notice is provided.

#### 41.5. General Entitlement to Maternity Leave

- (a) Subject to the requirements of this clause an eligible Employee is entitled to 52 weeks' unpaid maternity leave.
- (b)
  - (i) Subject to the requirements of this clause an eligible Employee is entitled to 14 weeks' paid maternity leave that will form part of the 52 week unpaid entitlement;
  - (ii) the 14 week period of paid maternity leave is inclusive of any public holidays or repealed public service days in lieu falling within that time; and
  - (iii) the period of paid maternity leave can be extended by the Employee taking double the leave on a half-pay basis and its effect is in accordance with subclause 41.16.
- (c) An Employee must take maternity leave in one continuous period with the exception of:
  - (i) special temporary employment or special casual employment pursuant to subclause 41.14 - Employment During Unpaid Maternity Leave; and
  - (ii) subclause 41.9 - Unpaid Special Maternity Leave.
- (d) Except for leave provided under clause 44 - Partner Leave, only one parent can proceed on maternity, adoption or other parent leave at any one time.
- (e) Where less than the 52 weeks' maternity leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (f)
  - (i) Notwithstanding subclause 41.5(c) above, paid maternity leave may be taken in more than one period by an Employee who meets the requirements of subclause 41.6(d).

- (ii) Unpaid maternity leave may be taken in more than one continuous period where the Employee undertakes special temporary employment or special casual employment in accordance with subclause 41.14 – Employment during Unpaid Maternity Leave. In these circumstances, the provisions of subclause 41.14 shall apply.

(g)

- (i) Where both parents are employed in the WA Public Sector an entitlement to paid or unpaid maternity leave, adoption leave or other parent leave or parental leave provided for by another industrial agreement can be shared;
- (ii) the entitlement provided to the Employees shall not exceed the paid maternity, adoption or other parent leave quantum for one Employee or its half pay equivalent; and
- (iii) the Employees may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under subclause 41.6(d). This does not prevent an Employee from taking paid or unpaid partner leave as prescribed by clause 44 – Partner Leave of this General Agreement.

#### 41.6. Payment for Paid Maternity Leave

(a)

- (i) Subject to subclause 41.6(c) a full time Employee proceeding on paid maternity leave is to be paid according to their ordinary working hours at the time of commencement of maternity leave. Shift and weekend penalty payments are not payable during paid maternity leave.
- (ii) Subject to subclause 41.6(c) payment for a part time Employee is to be determined according to an average of the hours worked by the Employee over the preceding twelve months; or their ordinary working hours at the time of commencement of maternity leave, exclusive of shift and weekend penalties, whichever is greater.

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

(c)

- (i) An Employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing paid maternity leave, is to continue to receive the higher duties allowance for the first four weeks of paid maternity leave.
- (ii) An Employee who is entitled to be paid higher duties allowance in accordance with clause 41.6(c)(i) and elects to take paid maternity leave at half pay will be paid the higher duties allowance at the full rate for the first four weeks only.

- (d) An Employee is entitled to remain on paid maternity leave if the pregnancy results in other than a live child; or the Employee is incapacitated following the birth of the child; or the child dies or is hospitalised such that the Employee or the Employee's partner is not providing principal care to the child.
- (e) Where an Employee is on a period of half pay maternity leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused paid maternity leave equivalent to the period of leave the Employee would have accessed had they been on full pay maternity leave when their termination occurred.
- (f) An Employee eligible for a subsequent period of paid maternity leave as provided for under subclause 41.2(a)(iii) shall be paid the maternity leave as follows:
  - (i) according to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid maternity leave; and
  - (ii) not affected by any period of special temporary employment or special casual employment undertaken in accordance with subclause 41.14.

#### 41.7. Commencement of Maternity Leave

- (a) The period of paid leave can commence up to six weeks prior to the expected date of birth of the child.
- (b) The period of unpaid leave can commence up to six weeks prior to the expected date of birth of the child or earlier if the Employer and Employee so agree, but must not start later than the birth of the child.
- (c)
  - (i) If the Employer has reason to believe that the continued performance of duties by a pregnant Employee renders danger to herself, fellow Employees or the public, the Employee may be required to obtain and provide a medical certificate stating that the Employee is fit to work in her present position for a stated period.
  - (ii) The Employer shall pay the fee for any such examination.
  - (iii) Where an Employee is deemed to be unfit to work in her present position, the provisions of subclause 41.8 – Modification of Duties and Transfer to a Safe Job may apply.
- (d)
  - (i) Where the pregnancy of an Employee terminates other than by the birth of a living child, not earlier than twenty weeks before the expected date of the birth, the entitlement to paid maternity leave remains intact and subject to the eligibility requirements of this clause.
  - (ii) Such paid maternity leave cannot be taken concurrently with any paid personal leave taken in this circumstance.

- (e) The period of paid maternity leave must be concluded within twelve months of the birth of the child.
- (f)
  - (i) The Employer may, in exceptional circumstances, allow an Employee to take paid maternity leave that will result in the Employee being on paid maternity leave more than twelve months after the birth of the child.
  - (ii) An Employer may require evidence that would satisfy a reasonable person that the circumstances warrant allowing the Employee to take their period of paid maternity leave such that it would result in the Employee being on paid maternity leave more than twelve months after the birth of the child.

#### 41.8. Modification of Duties and Transfer to a Safe Job

- (a)
  - (i) A pregnant Employee may work part time in one or more periods whilst she is pregnant where she provides her Employer with a medical certificate from a medical practitioner advising that part time employment is, because of her pregnancy, necessary or preferable.
  - (ii) The terms of part time employment undertaken in accordance with subclause 41.8(a)(i) shall be in writing.
  - (iii) Such employment shall be in accordance with provisions relating to part time employment within the applicable Award and clause 18 – Part Time Employment of this General Agreement.
- (b) In the absence of an alternative requirement, and unless otherwise agreed between an Employer and Employee, an Employee shall provide their Employer with four weeks' written notice of an intention to:
  - (i) vary part time work arrangements made under subclause 41.8(a); or
  - (ii) revert to full time employment during the employee's pregnancy.
- (c) An Employee reverting to full time employment in accordance with subclause 41.8(b)(ii) will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Employee's skill and abilities as the substantive position held immediately prior to undertaking part time employment.
- (d) If an Employee gives her Employer a medical certificate from a medical practitioner, or some other form of evidence that would satisfy a reasonable person, and it contains a statement to the effect that the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
  - (i) illness, or risks, arising out of her pregnancy; or



- (ii) hazards connected with that position;

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

- (e) If an Employee's Employer does not think it to be reasonably practicable to modify the duties of the position or transfer the Employee to a safe job;
  - (i) the Employee is entitled to be absent from the workplace on full pay for the period during which she is unable to continue in her present position.
  - (ii) An entitlement to be absent from the workplace on full pay as at subclause 41.8(e)(i) applies to an eligible casual employee.
  - (iii) An Employee who is absent from work pursuant to this subclause shall be paid the amount she would reasonably have expected to be paid if she had worked during that period.
- (f) An entitlement to be absent from the workplace on full pay is in addition to any leave entitlement the Employee has.
- (g) An entitlement to be absent from the workplace on full pay ends at the earliest of whichever of the following times is applicable:
  - (i) the end of the period stated in the medical certificate;
  - (ii) if the Employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; or
  - (iii) if the Employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

#### 41.9. Unpaid Special Maternity Leave

- (a) A pregnant Employee is entitled to a period of unpaid special maternity leave if the Employee is not fit for work during that period because the Employee:
  - (i) has a pregnancy related illness; or
  - (ii) has been pregnant and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by a living child; and
  - (iii) has not utilised personal leave for the period.
- (b) An Employee must give the Employer notice of the taking of unpaid special maternity leave.
- (c) The notice must:

- (i) be given to the Employer as soon as practicable (which may be a time after the leave has started); and
  - (ii) advise the Employer of the period, or expected period, of the leave.
- (d) An Employee who has given notice of the taking of unpaid special maternity leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in 41.9(a).
- (e) Without limiting 41.9(d), an Employer may require the evidence referred to in that subsection to be a medical certificate.
- (f) An Employee's entitlement to 12 months of unpaid maternity leave provided at 41.5 is not reduced by the amount of any unpaid special maternity leave taken by the Employee while the Employee was pregnant.

#### 41.10. Interaction with Other Leave Entitlements

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

#### 41.11. Extended Unpaid Maternity Leave

- (a) An Employee is entitled to apply for leave without pay following maternity leave ("extended unpaid maternity leave") to extend their leave by up to two years.
- (b) Approval for an extension to unpaid maternity leave will be subject to all other available leave entitlements being exhausted.
- (c) Where both parents work for the WA Public Sector the total combined period of extended unpaid maternity, adoption and other parent leave shall not exceed two years.
- (d) The Employer is to agree to a request for extended unpaid maternity leave unless:
  - (i) the Employer is not satisfied that the request is genuinely based on the Employee's parental responsibilities; or
  - (ii) agreeing to the request would have an adverse impact on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.
- (e) The Employer is to give the Employee written notice of the Employer's decision on a request for extended unpaid maternity leave under subclause 41.11(a). If the request is refused, the notice is to set out the reasons for the refusal.

- (f) An Employee who believes their request for extended unpaid maternity leave under subclause 41.11 has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.

#### 41.12. Communication during Maternity Leave

- (a) If the Employer makes a decision that will have a significant effect on the status, responsibility level, pay or location of an Employee's position whilst on maternity leave, the Employer must take all reasonable steps to give the Employee information about, and an opportunity to discuss, the effect of the decision on that position.
- (b) An Employee shall also notify the Employer of changes of address or other contact details that might affect the Employer's capacity to comply with subclause 41.12(a).

#### 41.13. Replacement Employee

- (a) Should a Replacement employee be engaged, the Replacement employee is to be informed prior to engagement of the fixed-term nature of the employment and of the rights of the Employee, who is being replaced, including that the engagement may be subject to variation according to subclause 41.4(d) and ability to extend unpaid maternity leave as provided for under subclause 41.11.

#### 41.14. Employment during Unpaid Maternity Leave

##### (a) Special Temporary Employment

- (i) For the purposes of this subclause, "temporary" means employment of an intermittent nature; for a limited, specified period; and undertaken during unpaid maternity leave or extended unpaid maternity leave.
- (ii) Notwithstanding any other provision of the maternity leave clause, an Employee may be employed by their Employer on a temporary basis provided that:
  - (aa) both parties agree in writing to the special temporary employment;
  - (bb) any such period of service shall not change the Employee's employment status in regard to their substantive employment; and
  - (cc) any period of special temporary employment shall count as qualifying service for all purposes under the relevant Award and this General Agreement.

##### (b) Special Casual Employment

- (i) For the purposes of subclause 41.14, "casual" means employment on an hourly basis for a period not exceeding four weeks in any period of engagement, for which a casual loading is paid. It excludes employment undertaken in accordance with subclause 41.14(a) – Special Temporary Employment.
- (ii) An Employee can be engaged on special casual employment provided that:

- (aa) both parties agree in writing to the special casual employment;
  - (bb) Employees are employed at the level commensurate to the level of the available position under this General Agreement;
  - (cc) in the case of a fixed term contract Employee, the period of the casual employment is within the period of the current fixed term contract;
  - (dd) any such period of service shall not break the Employee's continuity of service nor change the Employee's employment status in regard to their substantive employment; and
  - (ee) any period of special casual employment shall not count as qualifying service other than with respect to entitlements a casual Employee would ordinarily be entitled to for any other purpose under any relevant award, agreement or industrial instrument.
- (c) The provisions of this clause only apply to employment during unpaid maternity leave, and extended unpaid maternity leave taken in conjunction with maternity leave as provided for in subclause 41.11 – Extended Unpaid Maternity Leave.
- (d) An Employer cannot engage an Employee in special temporary employment or special casual employment whilst the Employee is on a period of paid maternity leave, annual leave, or long service leave taken concurrently with a period of unpaid maternity leave.
- (e) Effect of special temporary employment and special casual employment on unpaid maternity leave:
- (i) Subject to subclause 41.14(e)(ii), a period of special temporary employment or special casual employment shall be deemed to be part of the Employee's period of unpaid maternity leave or extended unpaid maternity leave as originally agreed to by the parties.
  - (ii) An Employee who immediately resumes unpaid maternity leave or extended unpaid maternity leave following the conclusion of a period of special temporary employment or special casual employment:
    - (aa) is entitled, on written notice, to extend their period of unpaid maternity leave or extended unpaid maternity leave by the period of time in which they were engaged in special temporary employment or special casual employment; and
    - (bb) shall give not less than four weeks' notice in writing to their Employer of the new date they intend to return to work and so conclude their period of maternity leave or extended unpaid maternity leave.
  - (iii) An Employee who does not immediately resume their period of unpaid maternity leave or extended unpaid maternity leave at the conclusion of a period of special temporary employment or special casual employment cannot preserve the unused portion of leave for use at a later date.

#### 41.15. Return to Work on Conclusion of Maternity Leave

- (a)
  - (i) An Employee shall confirm their intention in writing to conclude their maternity leave not less than four weeks prior to the expiration of maternity leave or extended unpaid maternity leave.
  - (ii) An Employee who intends to return to work on a modified basis in accordance with subclause 41.15(d) shall advise their Employer of this intention by notice in writing not less than four weeks prior to the expiration of maternity leave or extended unpaid maternity leave.
- (b) An Employee on return to work following the conclusion of maternity leave or extended unpaid maternity leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Employee's skill and abilities as the substantive position held immediately prior to proceeding on maternity leave.
- (c) Where an Employee was transferred to a safe job or was absent from the workplace on full pay as provided for in subclause 41.8 – Modification of Duties and Transfer to a Safe Job, the Employee is entitled to return to the position occupied immediately prior to the transfer or their absence from the workplace on full pay.
- (d) Right to Return to Work on a Modified Basis
  - (i) An Employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position as determined by the Employer at the same classification level in accordance with the part time employment provisions of the relevant Award and this General Agreement.
  - (ii) An Employee may return on a modified basis that involves the Employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the Employee worked immediately before starting maternity leave.
- (e) Right to Revert
  - (i) An Employee who has returned on a part time or modified basis in accordance with subclause 41.15(d) may subsequently request permission from the Employer to resume working on the same basis as the Employee worked immediately before starting maternity leave or full time work at the same classification level.
  - (ii) A request made under subclause 41.15(e)(i) must be in writing and must be made at least four weeks before the day on which the Employee wishes to resume working on the same basis as the Employee worked immediately before starting maternity leave or full time work at the same classification level.
  - (iii) An Employer is to agree to a request to revert made under subclause 41.15(e)(i) unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.

- (iv) An Employer is to give the Employee written notice of the Employer's decision on a request to revert under subclause 41.15(e)(i). If the request is refused, the notice is to set out the reasons for the refusal.
  - (v) An Employee who believes their request to revert under subclause 41.15(e)(i) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.
- (f) Employer Requirement to Revert
- (i) If, on finishing maternity leave, an Employee has returned to work on a modified basis in accordance with clause 41.15(d), the Employer may subsequently require the Employee to resume working on the same basis as the Employee worked immediately before starting maternity leave.
  - (ii) A requirement can be made under clause 41.15(f)(i) only if:
    - (aa) the requirement is made on grounds relating to the adverse effect that the Employee continuing to work on a modified basis would have on the conduct of the operations or business of the Employer and those grounds would satisfy a reasonable person; or
    - (aa) the Employee no longer has a child who has not reached the compulsory education period as defined in section 6 of the *School Education Act 1999*.

#### 41.16. Effect of Maternity Leave on the Contract of Employment

(a)

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

(b)

- (i) Absence on unpaid maternity leave or extended unpaid maternity leave shall not break the continuity of service of Employees.
- (ii) Where an Employee takes a period of unpaid maternity leave or extended unpaid maternity leave exceeding 14 calendar days in one continuous period, the entire period of such leave shall not be taken into account in calculating the period of service for any purpose under the applicable Award, agreement or industrial instrument. Periods of unpaid leave of 14 days or less shall, however, count for service.

(c) An Employee on maternity leave may terminate employment at any time during the period of leave by written notice in accordance with the notice provisions of the relevant Award.

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

#### **42. Adoption Leave**

42.1. This clause replaces the adoption leave provisions contained in the relevant Award.

#### 42.2. Eligibility

(a)

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

- (b) A permanent or fixed term contract Employee must have completed twelve months continuous service in the Western Australian Public Sector as defined under the *Public Sector Management Act 1994 (WA)* immediately preceding the adoption leave in order to receive the forms of paid leave as provided for by this clause.
- (c) An Employee on a period of leave without pay unrelated to maternity leave, adoption leave or other parent leave must resume duties prior to being entitled to paid adoption leave in accordance with the eligibility requirements.
- (d) An eligible casual employee as defined under subclause 41.3 is entitled to unpaid adoption leave as provided by this clause.

#### 42.3. General Entitlement to Adoption Leave

- (a) Subject to the requirements of this clause an eligible Employee is entitled to 52 weeks' unpaid adoption leave.
- (b)
  - (i) Subject to the requirements of this clause an eligible Employee is entitled to 14 weeks' paid adoption leave that will form part of the 52 week unpaid entitlement.
  - (ii) The 14 week period of paid adoption leave is inclusive of any public holidays or repealed public service days in lieu falling within that time.
  - (iii) The period of paid adoption leave can be extended by the Employee taking double the leave on a half-pay basis and its effect is in accordance with subclause 41.16 – Effect of Maternity Leave on the Contract of Employment.
- (c) An Employee must take adoption leave in one continuous period with the exception of special temporary employment or special casual employment pursuant to subclause 41.14 – Employment during Unpaid Maternity Leave.
- (d) Except for leave provided under subclause 43.3(f) and clause 44 – Partner Leave only one parent can proceed on maternity, adoption or other parent leave at any one time.
- (e) Where less than the 52 weeks' adoption leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (f) Unpaid adoption leave may be taken in more than one continuous period where the Employee undertakes special temporary employment or special casual employment in accordance with the provisions at subclause 41.14 – Employment during Unpaid Maternity Leave. In these circumstances, the provisions of subclause 41.14 shall apply.



(g)

- (i) Where both parents are employed in the WA Public Sector an entitlement to paid or unpaid maternity leave, adoption leave or other parent leave or parental leave provided for by another industrial agreement can be shared; and
- (ii) the entitlement provided to the Employees shall not exceed the paid maternity, adoption or other parent leave quantum for one Employee or its half pay equivalent; and
- (iii) the Employees may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under subclause 41.6(d). This does not prevent an Employee from taking paid or unpaid partner leave as prescribed by clause 44 – Partner Leave of this General Agreement.

#### 42.4. Payment for Paid Adoption Leave

(a)

- (i) Subject to subclause 42.4(c) a full time Employee proceeding on paid adoption leave is to be paid according to their ordinary working hours at the time of commencement of adoption leave. Shift and weekend penalty payments are not payable during paid adoption leave.
- (ii) Subject to subclause 42.4(c), payment for a part time Employee is to be determined according to an average of the hours worked by the Employee over the preceding twelve months; or their ordinary working hours at the time of commencement of adoption leave, exclusive of shift and weekend penalties, whichever is greater.

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

(c)

- (i) An Employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing paid adoption leave, is to continue to receive the higher duties allowance for the first four weeks of paid adoption leave.
- (ii) An Employee who is entitled to be paid higher duties allowance in accordance with clause 42.4(c)(i) and elects to take paid adoption leave at half pay will be paid the higher duties allowance at the full rate for the first four weeks only.

(d) Where an Employee is on a period of half pay adoption leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused paid adoption leave equivalent to the period of leave the Employee would have accessed had they been on full pay adoption leave when their termination occurred.

- (e) An Employee eligible for a subsequent period of paid adoption leave as provided for under subclause 42.2(a)(iii) shall be paid the adoption leave as follows:
  - (i) according to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid adoption leave; and
  - (ii) not affected by any period of special temporary employment or special casual employment undertaken in accordance with subclause 41.14.
  
- (f) Where less than the 52 weeks' adoption leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
  
- (g) An eligible casual employee provided for under subclause 42.2(d) is not entitled to paid adoption leave.
  
- (h) The "day of placement", in relation to the adoption of a child by an Employee, means the earlier of the following days:
  - (i) the day on which the Employee first takes custody of the child for the adoption; or
  - (ii) the day on which the Employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
  
- (i) An Employee is not entitled to adoption related leave unless the child that is, or is to be, placed with the employee for adoption:
  - (i) is, or will be, under 16 years old as at the day of placement, or the expected day of placement, of the child; and
  - (ii) has not, or will not have, lived continuously with the Employee for a period of six months or more as at the day of placement, or the expected day of placement, of the child; and
  - (iii) is not (otherwise than because of the adoption) a child or stepchild of the Employee or the Employee's partner.
  
- (j)
  - (i) An Employee seeking to adopt a child is entitled to two day's unpaid leave to attend interviews or examinations required for the adoption procedure.
  - (ii) An Employee working or residing outside of the Perth metropolitan area is entitled to an additional day's unpaid leave.
  - (iii) The Employee may take any paid leave entitlement to which the Employee is entitled to in lieu of this leave.

(k)

- (i) If an application for adoption leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid adoption leave is terminated.
- (ii) Employees may take any other paid leave entitlement to which they are entitled in lieu of the terminated adoption leave or return to work.

#### 42.5. Commencement of Adoption Leave

- (a) An eligible Employee can commence adoption leave from the day of placement of the child.
- (b) The period of paid adoption leave must conclude within twelve months of the day of placement except under exceptional circumstances as provided under subclause 41.7(f) of the maternity leave clause, but as it relates to adoption leave.

#### 42.6. Notice and Variation Requirements

- (a) An Employee shall give no less than eight weeks' written notice to the Employer of:
  - (i) the date the Employee proposes to commence paid or unpaid adoption leave; and
  - (ii) the period of leave to be taken.
- (b) An Employee is not in breach of subclause 42.6(a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- (c) An Employee proceeding on adoption leave may elect to take a shorter period of adoption leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks' written notice is provided.

#### 42.7. Other Provisions

The following provisions, as provided under clause 41 – Maternity Leave of this General Agreement, have application to adoption leave:

- (a) subclause 41.10 – Interaction with Other Leave Entitlements;
- (b) subclause 41.11 – Extended Unpaid Maternity Leave;
- (c) subclause 41.12 – Communication during Maternity Leave;
- (d) subclause 41.13 – Replacement Employee;
- (e) subclause 41.14 – Employment during Unpaid Maternity Leave;
- (f) subclause 41.15 – Return to Work on Conclusion of Maternity Leave; and
- (g) subclause 41.16 – Effect of Maternity Leave on the Contract of Employment.

### 43. Other Parent Leave

#### 43.1.

- (a) This clause replaces the other parent leave provisions contained in the relevant Award.
- (b) For the purposes of this clause:
  - (i) The “other parent” may or may not be the biological parent, and does not necessarily have to be the Partner of the birth parent; and has a responsibility for the care of the child.
  - (ii) The “primary care giver” means the Employee will assume the principal role for the care and attention of a child aged under twelve months or a newly adopted child.
  - (iii) Only one person can be the primary care giver of the child at any one time.

#### 43.2. Eligibility

- (a)
  - (i) Where an eligible Employee, other than an Employee entitled to paid maternity leave under subclause 41.2 or adoption leave under subclause 42.2, is the other parent and has a responsibility for the care of a child under the age of twelve months or newly adopted child the provisions of this clause will apply.
  - (ii) An Employee must be the primary care giver of the child to access paid other parent leave.
  - (iii) An Employer may require an Employee to provide confirmation of their primary carer status with evidence that would satisfy a reasonable person.
- (b) An eligible casual employee, as defined under subclause 41.3 of the maternity leave clause, is entitled to unpaid other parent leave as provided by this clause.
- (c)
  - (i) A permanent, fixed term contract or eligible casual Employee is entitled to 52 weeks’ unpaid other parent leave in accordance with this clause.
  - (ii) An eligible permanent or fixed term contract Employee is entitled to 14 weeks’ paid other parent leave in accordance with this clause if they are the primary caregiver of the child.
  - (iii) An Employee employed on a fixed term contract shall have the same entitlement to other parent leave; however, the period of leave granted shall not extend beyond the term of that contract.

- (iv) An Employee is eligible, without concluding their other parent leave and resuming duty, for subsequent periods of other parent leave, including paid other parent leave, in accordance with the provisions of this clause.
- (d) A permanent or fixed term contract Employee must have completed twelve months continuous service in the Western Australian Public Sector as defined under the *Public Sector Management Act 1994 (WA)* immediately preceding the other parent leave in order to receive the forms of paid leave as provided for by this clause.
- (e) An employee on a period of leave without pay unrelated to maternity leave, adoption leave or other parent leave must resume duties prior to being entitled to paid other parent leave in accordance with the eligibility requirements.

#### 43.3. General Entitlement to Other Parent Leave

- (a) Subject to the requirements of this clause an eligible Employee is entitled to 52 weeks' unpaid other parent leave.
- (b)
  - (i) Subject to the requirements of this clause an eligible Employee is entitled to 14 weeks' paid other parent leave that will form part of the 52 week unpaid entitlement if they are the primary care giver of the child.
  - (ii) The 14 week period of paid other parent leave is inclusive of any public holidays or repealed public service days in lieu falling within that time.
  - (iii) The period of paid other parent leave can be extended by the Employee taking double the leave on a half-pay basis and its effect is in accordance with clause 36.16 – Effect of Maternity Leave on the Contract of Employment.
- (c) An Employee must take other parent leave in one continuous period with the exception of special temporary employment or special casual employment pursuant to subclause 36.14.
- (d) Where less than the 52 weeks other parent leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (e) Except for leave provided under subclause 43.3(f) and clause 44 – Partner Leave of this General Agreement, only one parent can proceed on maternity, adoption or other parent leave at any one time.
- (f)
  - (i) An Employee, whose Partner is not employed, or is employed and does not intend to take unpaid parental leave for a child under the age of twelve months or placement of a newly adopted child as provided for in clause 42 – Adoption Leave of this General Agreement, may access unpaid other parent leave where:
    - (aa) the Employee will have a responsibility for the care of a child; and

- (bb) the Partner has responsibility for the care of the child for the period between the date of birth or placement of the child and the start date of the Employee's leave.
- (ii) The leave application must ensure that the leave commences within 12 months of the date of birth or placement of the child.
- (iii) This entitlement forms part of an Employee's 52 week unpaid other parent leave entitlement and may not be extended beyond 24 months after the date of birth or date of placement of a newly adopted child as provided for in clause 42 – Adoption Leave of this General Agreement.
- (g) Unpaid other parent leave may be taken in more than one continuous period where the Employee undertakes special temporary employment or special casual employment in accordance with the provisions at subclause 41.14. In these circumstances, the provisions of subclause 41.14 shall apply.
- (h)
  - (i) Where both Employees are employed in the WA Public Sector an entitlement to paid or unpaid maternity leave, adoption leave or other parent leave or parental leave provided for by another industrial agreement can be shared; and
  - (ii) the entitlement provided to the Employees shall not exceed the paid maternity, adoption or other parent leave quantum for one Employee or its half pay equivalent; and
  - (iii) the Employees may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under subclause 43.3(j). This does not prevent an Employee from taking paid or unpaid partner leave as prescribed by clause 44 – Partner Leave of this General Agreement.
- (i) An eligible casual employee provided for under subclause 43.2(b) is entitled to unpaid other parent leave only.
- (j) If both parents work in the Public Sector and the mother is able to remain on paid maternity leave despite her incapacity to be her child's primary care giver, the Employees may choose which parent will access the paid leave.
  - (i) If the mother chooses to remain on paid maternity leave, the other parent may access unpaid other parent leave for the period they are their child's primary care giver.
  - (ii) If the other parent chooses to be the primary care giver of the child and accesses paid other parent leave the mother may access unpaid maternity leave.
  - (iii) Where the other parent accesses paid leave in accordance with this subclause, the mother is entitled to resume paid maternity leave if/when she becomes her child's primary care giver, subject to the provisions of subclause 43.3(j).

#### 43.4. Payment for Paid Other Parent Leave

- (a)
  - (i) Subject to subclause 43.4(c), a full time Employee proceeding on paid other parent leave is to be paid according to their ordinary working hours at the time of commencement of other parent leave. Shift and weekend penalty payments are not payable during paid other parent leave.
  - (ii) Subject to subclause 43.4(c), payment for a part time Employee is to be determined according to an average of the hours worked by the Employee over the preceding twelve months; or their ordinary working hours at the time of commencement of other parent leave, exclusive of shift and weekend penalties, whichever is greater.
- (b) An Employee may elect to receive pay in advance for the period of paid other parent leave at the time the other parent leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid other parent leave.
- (c)
  - (i) An Employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing paid other parent leave, is to continue to receive the higher duties allowance for the first four weeks' of paid other parent leave.
  - (ii) An Employee who is entitled to be paid higher duties allowance in accordance with clause 43.4 (c)(i) and elects to take paid other parent leave at half pay will be paid the higher duties allowance at the full rate for the first four weeks only.
- (d) An Employee is entitled to remain on paid other parent leave where the mother is incapacitated following the birth of the child; or the child dies or is hospitalised such that the Employee or the Employee's partner is not providing principal care to the child.
- (e) Where an Employee is on a period of half pay other parent leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused paid other parent leave equivalent to the period of leave the Employee would have accessed had they been on full pay other parent leave when their termination occurred.
- (f) An Employee eligible for a subsequent period of paid other parent leave as provided for under subclause 43.2(c)(iv) shall be paid the other parent leave as follows:
  - (i) according to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid other parent leave; and
  - (ii) not affected by any period of special temporary employment or special casual employment undertaken in accordance with clause 41.14 – Employment during Unpaid Maternity Leave.
- (g) Where less than 52 weeks' other parent leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.

- (h) An eligible casual employee provided for under subclause 43.2(b) is not entitled to paid other parent leave.

#### 43.5. Commencement of Other Parent Leave

- (a) An eligible Employee who has a responsibility for the care of the child can commence other parent leave from the child's birth date or placement, or a later date nominated by the Employee.
- (b) The period of paid other parent leave must conclude within twelve months of the birth or placement of the child except under exceptional circumstances as per subclause 41.7(f) of the maternity leave clause, but as it relates to other parent leave.

#### 43.6. Notice and Variation Requirements

- (a) An Employee shall give no less than eight weeks' written notice to the Employer of:
  - (i) the date the Employee proposes to commence paid or unpaid other parent leave; and
  - (ii) the period of leave to be taken.
- (b)
  - (i) An Employee is not in breach of subclause 43.6(a) by failing to give the required period of notice if such failure is due to the requirement of the Employee to take on the role of primary care giver due to the birth parent or other adoptive parent being incapacitated to take on the principal caring role.
  - (ii) In such circumstances the Employee shall give notice as soon as reasonably possible.
- (c) The granting of leave under this Clause is subject to the Employee providing the Employer with evidence that would satisfy a reasonable person detailing the reasons for and the circumstances under which the leave application is made and the relationship the Employee has with the child.
- (d) An Employee proceeding on other parent leave may elect to take a shorter period of other parent leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks' written notice is provided.

#### 43.7. Other Provisions

The following provisions, as provided under clause 41 – Maternity Leave have application to other parent leave:

- (a) subclause 41.10 – Interaction with Other Leave Entitlements;
- (b) subclause 41.11 – Extended Unpaid Maternity Leave;
- (c) subclause 41.12 – Communication during Maternity Leave;



- (d) subclause 41.13 – Replacement Employee;
- (e) subclause 41.14 – Employment during Unpaid Maternity Leave;
- (f) subclause 41.15 – Return to Work on Conclusion of Maternity Leave; and
- (g) subclause 41.16 – Effect of Maternity Leave on the Contract of Employment.

#### **44. Partner Leave**

- 44.1. An Employee who is not taking maternity leave, adoption leave or other parent leave is entitled to one week's partner leave as prescribed by this clause in respect of the:
- (a) birth of a child to the Employee's partner; or
  - (b) adoption of a child who is not the child or the stepchild of the Employee and/or the Employee's partner; is under the age of 16; and has not lived continuously with the Employee for six months or longer.
- 44.2. Subject to available credits, the entitlement to one week's partner leave may be taken as:
- (a) paid personal leave, subject to subclauses 44.7 and 44.8;
  - (b) paid annual and/or long service leave;
  - (c) paid accrued time off in lieu of overtime; and/or
  - (d) unpaid partner leave.
- 44.3. Partner leave must be taken immediately following the birth or, in the case of adoption, the placement of the child.
- 44.4.
- (a) Subject to subclause 44.4(b), the taking of partner leave by an Employee shall have no effect on their or their Partner's entitlement, where applicable, to access paid maternity leave as provided by clause 41 – Maternity Leave, paid adoption leave as provided by clause 42 – Adoption Leave and paid other parent leave as provided by clause 43 – Other Parent Leave of this General Agreement.
  - (b) Where applicable, unpaid partner leave taken by an Employee shall be counted as part of the Employee's unpaid other parent leave entitlement.
- 44.5. Any public holidays that fall during partner leave shall be counted as part of the partner leave and do not extend the period of partner leave.
- 44.6. The taking of accrued time off in lieu of overtime for partner leave purposes shall be subject to the overtime allowance provisions of the relevant Award.

#### **Personal Leave**

- 44.7. An Employee may access their accrued personal leave entitlements for partner leave purposes, subject to the requirements of the *Minimum Conditions of Employment Act 1993 (WA)* being met. That is, a minimum of 75 hours personal leave must be kept available for an Employee to access for the purposes of an Employee's entitlement to paid leave for illness or injury; or carer's leave.
- 44.8. The right to access personal leave credits for partner leave purposes does not affect an Employee's right to take more than five days' personal leave for the purposes provided for in clause 47 – Personal Leave of this General Agreement.

#### Right to Request Additional Unpaid Partner Leave

44.9.

- (a) The total period of partner leave provided by this clause shall not exceed eight weeks.
- (b) An Employee is entitled to request an extension to the period of unpaid partner leave up to a maximum of eight weeks. The additional weeks shall be unpaid and the eight week maximum is inclusive of any period of partner leave already taken in accordance with subclause 44.2.

44.10.

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

44.11. The Employer is to agree to an Employee's request to extend their unpaid partner leave made under subclause 44.9(b) unless:

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

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

- 44.13. An Employee who believes their request to extend unpaid partner leave has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.
- 44.14. Where an Employer agrees to an Employee's request to extend their period of unpaid partner leave under subclause 44.9(b), the Employer must allow an Employee to elect to substitute any part of that period of unpaid partner leave with accrued annual leave, long service leave and/ or time off in lieu of overtime.
- 44.15. An Employee on unpaid partner leave is not entitled to paid personal leave.

#### Notice

44.16.

- (a) The Employee shall give not less than four weeks' notice in writing to the Employer of the date the Employee proposes to commence partner leave, stating the period of leave to be taken.
- (b) An Employee who has given their Employer notice of their intention to take partner leave shall provide the Employer with a medical certificate from a registered medical practitioner naming the Employee, or the Employee's partner, confirming the pregnancy and the estimated date of birth.

#### Effect of Partner Leave on the Contract of Employment

44.17. The provisions of subclause 41.16 of the maternity leave clause of this General Agreement concerning the effect of maternity leave on the contract of employment shall apply to Employees accessing partner leave, with such amendment as necessary.

#### Eligible Casual Employees

44.18. An eligible casual employee, as defined in subclause 41.3 of the maternity leave clause of this General Agreement, is only entitled to unpaid partner leave.

### **45. Unpaid Grandparental Leave**

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

#### Primary Care Giver Status

45.3.

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

#### Commencement, Notice and Variation of Leave

45.4. Commencement of unpaid grandparental leave may occur any time within 24 months following the birth or placement of the Employee's grandchild.

45.5.

- (a) The Employee shall give not less than four weeks' notice in writing to the Employer of the date the Employee proposes to commence unpaid grandparental leave, stating the period of leave to be taken.
- (b) The notice period in subclause 45.5(a) may be waived by the Employer in exceptional circumstances.

45.6. An Employee may request and an Employer may agree to an Employee taking grandparental leave on a part time basis provided:

- (a) the Employee is their grandchild's primary care giver on those days for which care is provided by the Employee; and
- (b) the Employee's leave concludes no later than 52 weeks after the commencement of the period of grandparental leave.

#### Other Entitlements

45.7. The following provisions contained in clause 41 – Maternity Leave of this General Agreement shall be read in conjunction with this clause, with such amendment as is necessary.

- (a) subclause 41.12 – Communication during Maternity Leave;
- (b) subclause 41.13 – Replacement Employee;
- (c) subclauses 41.15(a)(ii) and (b) – Return to Work on Conclusion of Maternity Leave; and
- (d) subclause 41.16 – Effect of Maternity Leave on the Contract of Employment.

45.8. The entitlement to grandparental leave is as prescribed in this clause. Other than as specified in subclause 45.7, an Employee has no entitlement to the provisions contained in clause 41 – Maternity Leave of this General Agreement with respect to the birth or adoptive placement of their grandchild.

#### **46. Superannuation on unpaid parental leave**

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

- (a) unpaid maternity leave, which includes unpaid maternity leave, unpaid special maternity leave and extended unpaid maternity leave under clause 41;
- (b) unpaid adoption leave under clause 42; and
- (c) unpaid other parent leave under clause 43 of this General Agreement.

46.2. An Employee or eligible casual employee who is entitled to unpaid parental leave is entitled to have superannuation contributions made in respect of the period of unpaid parental leave taken to a maximum of 12 weeks.

46.3. Superannuation contributions made under this clause will be calculated:

- (a) in respect of the period of unpaid maternity leave, unpaid adoption leave or unpaid other parent leave taken or 12 weeks; whichever is lesser;
- (b) based on the amount that would have been paid to the Employee had they taken paid maternity leave, paid adoption leave or paid other parent leave for that period and in accordance with the following:
  - (i) for full time Employees – the ordinary working hours at the time of commencement of parental leave;
  - (ii) for part time Employees – an average of the hours worked by the Employee over the preceding 12 months; or their ordinary working hours at the time of commencement of parental leave, whichever is greater; or
  - (iii) for eligible casual employees – an average of the hours worked by the eligible casual employee over the preceding 12 months;

exclusive of shift and weekend penalties;

- 46.4. 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.
- 46.5. Superannuation contributions will be made in accordance with the *State Superannuation Act 2000* and the *State Superannuation Regulations 2001*.

**47. Personal Leave**

- 47.1. This clause replaces the sick leave and carer’s leave provisions of the relevant Award.
- 47.2. The intention of personal leave is to give Employees and Employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick leave and paid carer's leave.
- 47.3. An Employee’s pre-existing sick leave anniversary date is maintained for the purposes of the personal leave entitlement.
- 47.4. Personal leave is not for circumstances normally met by other forms of leave.
- 47.5. This clause does not apply to casual Employees.
- 47.6. An Employee employed on a fixed term contract for a period of 12 months or more shall be credited with the same entitlement as a permanent Employee. An Employee on a fixed term contract for a period less than twelve months shall be credited on a pro rata basis for the period of the contract.
- 47.7. A part time Employee shall be entitled to the same personal leave credits as a full time Employee but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave shall only be made for those hours that would normally have been worked had the Employee not been on personal leave.
- 47.8.
- (a) The Employer shall credit each full time Employee engaged on an ongoing basis with the following personal leave credits:

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

On the completion of each further period of 12 months continuous service	98.8 hours	15.2 hours
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(b) An Employee employed for a period less than 12 months shall be credited personal leave on a pro rata basis for the period of the contract.

47.9. Where Employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.

47.10. In the year of accrual the 114 hours personal leave entitlement may be accessed for illness or injury, carer's leave, unanticipated matters or planned matters in accordance with the provisions of this Clause. On completion of each year unused personal leave up to a maximum of 98.8 hours will be cumulative and added to personal leave accumulated from previous years. Unused non-cumulative leave will be lost on completion of each anniversary year.

47.11. Whilst Employees are able to access personal leave in accordance with subclause 47.24 to ensure compliance with the *Minimum Conditions of Employment Act 1993 (WA)* a minimum of 76 hours must be available to Employees for the purposes of an Employee's entitlement to paid leave for illness or injury; or carer's leave.

47.12. Personal leave will not be debited for public holidays that the Employee would have observed.

47.13. Personal leave may be taken on an hourly basis.

47.14. Personal Leave for War caused illnesses

(a) An Employee who produces a certificate 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.

(b) Paid leave under this clause:

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

(ii) is to be recorded separately to the Employee's normal personal leave entitlement;

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

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

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

#### Variation of Ordinary Working Hours

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

#### Reconciliation

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

#### Access

- 47.21. An Employee is unable to access personal leave while on any period of leave without pay; maternity leave, adoption leave or other parent leave; or annual or long service leave, except as provided for in subclauses 47.34 (re-crediting annual leave) and 47.35 (re-crediting long service leave).
- 47.22. If an Employee has exhausted all accrued personal leave the Employer may allow the Employee who has at least twelve months service to anticipate up to 38 hours personal leave from next year's credit. If the Employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the Employer, calculated at the wage rate as at the date the leave was taken, but no refund is required in the event of the death of the Employee.
- 47.23. In exceptional circumstances the Employer may approve the conversion of an Employee's personal leave credits to half pay to cover an absence on personal leave due to illness.

#### Application for Personal Leave

- 47.24. Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to subclause 47.8 the Employer may grant personal leave in the following circumstances:
- (a) where the Employee is ill or injured;



- (b) to provide care or support to a member of the Employee's family or household who requires care or support because of an illness or injury to the member; or an unexpected emergency affecting the member;
- (c) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention;
- (d) by prior approval of the Employer having regard for agency requirements and the needs of the Employee, planned matters where arrangements cannot be organised outside of normal working hours or be accommodated by the utilisation of flexi time credits by Employees working according to approved flexible working hours arrangements or other leave. Planned personal leave will not be approved for regular ongoing situations.

47.25. An Employer may grant two days' unpaid personal leave per occasion to an Employee to provide care and support to a member of the Employee's family or household due to the birth of a child to the member. This entitlement does not of itself limit an Employee's access to paid personal leave as provided by subclause 47.24 or partner leave as provided for by clause 44 – Partner Leave of this General Agreement. This leave may also be substituted with accrued annual leave, long service leave and/or time off in lieu of overtime.

47.26. Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.

47.27. The definition of family shall be the definition contained in the *Equal Opportunity Act 1984 (WA)* for "relative." That is, a person who is related to the Employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the Employee.

47.28. Where practicable, the Employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work shall be provided.

#### Evidence

47.29. An application for personal leave exceeding two consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.

47.30. In general, supporting evidence is not required for single or two consecutive day absences. Where the Employer has good reason to believe that the absence may not be reasonable or legitimate, the Employer may request evidence be provided. The Employer must provide the Employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.

47.31. Personal leave will not be granted where an Employee is absent from duty because of personal illness attributable to the Employee's serious and wilful misconduct in the course of the Employee's employment.

47.32. Where the Employer has reasonable grounds to believe that the Employee's illness is due to serious and wilful misconduct in the course of the Employees employment, the Employer may require the

Employee to submit to a medical examination by a medical practitioner of the Employer's choice, which the Employee must attend. Where it is reported that the absence is because of illness caused by serious and wilful misconduct of the Employee in the course of their employment, or the Employee fails without reasonable cause to attend the medical examination, the fee for the examination must be deducted from the Employee's wage and personal leave will not be granted.

- 47.33. If the Employer has reason to believe that an Employee is in such a state of health as to render a danger to themselves, fellow Employees or the public, the Employee may be required to obtain and furnish a report as to the Employee's condition from a registered medical practitioner nominated by the Employer. The Employer shall pay the fee for any such examination.

#### Re-crediting Annual Leave

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

#### Re-crediting Long Service Leave

- 47.35. Where an Employee is ill or injured during the period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that as a result of illness or injury the Employee was confined to their place of residence or a hospital for a period of at least 14 consecutive calendar days, the Employer may grant personal leave for the period during which the Employee was so confined and reinstate long service leave equivalent to the period of confinement.

#### Personal Leave without Pay Whilst Ill or Injured

- 47.36. Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The Employer shall not unreasonably withhold this leave.
- 47.37. Personal leave without pay not exceeding a period of three months in a continuous absence does not affect wage increment dates, anniversary date of personal leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in a continuous absence, the period in excess of three months is excised from qualifying service.
- 47.38. Personal leave without pay is not available to Employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in subclauses 47.24(b), (c) and (d) or 47.25. However, other forms of leave including unpaid carer's leave and leave without pay may be available.

#### Other Conditions

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

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

#### Worker's Compensation

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

#### Portability

47.42.

- (a) The Employer shall credit an Employee additional personal leave credits up to those held at the date that Employee ceased previous employment provided:
  - (i) immediately prior to commencing employment in the public authority, the Employee was employed in the service of:
    - (aa) the Public Sector of Western Australia, or
    - (bb) any other State body of Western Australia, and
  - (ii) the Employee's employment with the public authority of Western Australia commenced no later than one week after ceasing previous employment, and
  - (iii) the personal leave credited shall be no greater than that which would have applied had the entitlement accumulated whilst employed in a State body or statutory authority prescribed by Administrative Instruction 611.
- (b) The maximum break in employment permitted by subclause 47.42(a)(ii), may be varied by the approval of the Employer provided that where employment with the public authority of Western Australia commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata annual leave paid out at the date the employee ceased with the previous employer.

#### Travelling time for Regional Employees

47.43. Subject to the evidence requirements set out in subclauses 47.29 to 47.33, a regional Employee who requires medical attention at a medical facility in Western Australia located 240 kilometres or more from their workplace will be granted paid travel time undertaken during the Employee's ordinary working hours up to a maximum of 38 hours per annum.

- 47.44. 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.
- 47.45. The provisions of subclauses 47.43 and 47.44 are not available to Employees whilst on leave without pay or personal leave without pay.
- 47.46. The provisions of subclauses 47.43 and 47.44 apply as follows.
- (a) An Employee employed on a fixed term contract for a period greater than twelve months, shall be credited with the same entitlement as a permanent Employee for each full year of service and pro rata for any residual portion of employment.
  - (b) An Employee employed on a fixed term contract for a period less than twelve months shall be credited with the same entitlement on a pro-rata basis for the period of employment.
  - (c) A part time Employee shall be entitled to the same entitlement as a full time Employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.
  - (d) The provisions do not apply to casual Employees.

#### **48. Family and Domestic Violence**

- 48.1. The Employer recognises that Employees sometimes face situations of violence and/or abuse in their personal life that may affect their attendance or performance at work. Therefore the Employer is committed to providing support to Employees who experience family and domestic violence.
- 48.2. An Employee will not be discriminated against because of their disclosure of, experience of, or perceived experience of, family and domestic violence.
- 48.3. The Employer will 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 may constitute a breach of discipline.

#### Definition of Family and Domestic Violence

- 48.4.
- (a) The meaning of family and domestic violence is in accordance with the definition in the *Restraining Orders Act 1997* (section 5A).
  - (b) To avoid doubt, this definition includes behaviour that:
    - (i) is physically or sexually abusive; or
    - (ii) is emotionally or psychologically abusive; or
    - (iii) is economically abusive; or

- (iv) is threatening; or
- (v) is coercive; or
- (vi) 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
- (vii) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

#### Access to Family and Domestic Violence Leave

- 48.5. In accordance 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.
- 48.6. 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.
- 48.7. Subject to subclauses 48.5 and 48.6, 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.
- 48.8. Upon exhaustion of the leave entitlement in subclause 48.7, Employees will be entitled to up to two days' unpaid family and domestic violence leave on each occasion.
- 48.9. Family and domestic violence leave does not affect salary increment dates, personal leave entitlements, long service leave entitlements or annual leave entitlements.
- 48.10. Subject to the Employer's approval of the application, family and domestic violence leave may be taken as whole or part days off.
- 48.11. Application of the leave entitlement for casual Employees will be considered by the Employer on a case by case basis.

#### Notice and Evidentiary Requirements

- 48.12. The Employee shall give his or her Employer notice as soon as reasonably practicable of their request to take leave under this clause.
- 48.13. 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.
- 48.14. Evidence may include a document issued by the police, a court, a legal service, a health professional or a counsellor, or a refuge service. A statutory declaration may also be provided.

48.15. Such evidence will be dealt with in accordance with the confidentiality provisions in this clause. Only the Employee will retain a copy of the evidence and information will not be kept on an Employee's personnel file, unless otherwise agreed.

#### Access to Other Forms of Leave

48.16. Subject to the leave provisions of this General Agreement and the relevant Award, an Employee experiencing family and domestic violence may use other leave entitlements.

48.17. 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.

48.18. Forms of other paid leave include:

- (a) personal leave entitlements;
- (b) annual leave;
- (c) accrued long service leave;
- (d) purchased leave;
- (e) rostered days off; and/or
- (f) accrued days off.

48.19. Approval of leave without pay is subject to the provisions of this General Agreement and the relevant Award.

#### Confidentiality

48.20. 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.

48.21. Employers will take reasonable steps to ensure any information or documentation provided by an Employee regarding family and domestic violence is kept confidential.

48.22. 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 unless otherwise agreed. The Employer will record that any evidence produced was sighted.

48.23. Subsequent disclosure within a Department/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.

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

#### Contact Person

48.25. The Employer will identify contact/s within the Department/Organisation 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 Department/Organisation.

#### Individual Support

48.26. 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 General Agreement and the relevant Award; 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.

48.27. An Employee who is experiencing or has experienced family and domestic violence may access confidential counselling support via the Employer's employee assistance program.

#### Workplace Safety

48.28. 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.

48.29. With the exception of access to the Employer's employee assistance program which is available to all Employees, the provisions of this clause are only applicable to Employees who are victims of family and domestic violence.

### **49. Bereavement Leave**

49.1. This clause replaces the bereavement leave provisions contained in the *Miscellaneous Government Conditions and Allowances Award No A 4 of 1992*.

49.2. Employees, including casuals, shall on the death of:

- (a) the Employee's spouse or de facto partner;
- (b) a former spouse or former de-facto partner of the Employee;
- (c) a child, step-child or grandchild of the Employee (including an adult child, step-child or grandchild);
- (d) a parent, step-parent, foster parent or grandparent of the Employee;
- (e) a parent in law or former parent in law of the Employee;
- (f) a brother, sister, step brother or step sister of the Employee;

- (g) any other person who, immediately before that person's death, lived with the Employee as a member of the Employee's household;

be eligible for up to three days' paid bereavement leave.

- 49.3. 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.
- 49.4. The three days need not be consecutive.
- 49.5. Bereavement leave is not to be taken during any other period of leave, including periods of unpaid leave.
- 49.6. Payment of such leave may be subject to the Employee providing evidence, if so requested by the Employer, of the death or relationship to the deceased that would satisfy a reasonable person.
- 49.7. An Employee requiring more than two days bereavement leave in order to travel interstate or overseas in the event of the death interstate or overseas of a member of the Employee's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the Employee is eligible, have immediate access to annual leave and/or accrued long service leave or leave without pay provided all accrued leave is exhausted.

#### Travelling time for Regional Employees

- 49.8. 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 13 hours per bereavement. The Employer will not unreasonably withhold approval.
- 49.9. 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.
- 49.10. The provisions of this Clause are not available to employees whilst on leave without pay or sick leave without pay.
- 49.11. The provisions of subclauses 49.1 and 49.2 above apply as follows:
  - (a) An Employee employed on a fixed term contract for a period greater than twelve months, shall be credited with the same entitlement as a permanent Employee for each full year of service and pro rata for any residual portion of employment.
  - (b) An Employee employed on a fixed term contract for a period less than twelve months shall be credited with the same entitlement on a pro-rata basis for the period of employment.
  - (c) A part time Employee shall be entitled to the same entitlement as a full time Employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.



- (d) For casual Employees, the provisions apply to the extent of their agreed working arrangements.

## **50. Annual Leave Flexibilities**

### Employee Initiated Cash Out Of Accrued Annual Leave

- 50.1. The parties agree on the importance of Employees taking annual leave for the purposes of rest and recreation.
- 50.2. This clause, however, recognises that notwithstanding the importance of leave referred to in subclause 50.1 some Employees may have excess and overdue annual leave. This clause at the initiative of the Employee provides for Employees to receive payment in lieu of some of their unutilised accrued annual leave.
- 50.3.
  - (a) Subject to subclause 50.4, the Employer and Employee may agree that the Employee forego part of the Employee's entitlement to accrued annual leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made.
  - (b) The payment includes applicable leave loading payable in accordance with the annual leave provisions of the relevant Award or this General Agreement.
- 50.4. The following criteria shall apply to the cashing out of accrued annual leave:
  - (a) the Employee initiates a written request, to their Employer, to cash out accrued annual leave; and
  - (b) the Employer agrees in writing to the request by the Employee; and
  - (c) there is an annual leave entitlement that has accrued in previous years; and
  - (d) no more than 50% of the Employee's total accrued annual leave entitlement can be cashed out; and
  - (e) the remaining entitlements are not less than four weeks' accrued annual leave; and
  - (f) each instance of cashing out of annual leave must be a separate written agreement between the Employer and Employee; and
  - (g) annual leave accruing in the year the request for cashing out is made cannot be cashed out in that year.
- 50.5. It is the Employee's responsibility to seek information on any taxation implications arising from the payout of annual leave.

### Request for payment on usual pay day

50.6. By request of the Employee and agreement of the Employer payment of wages during annual leave may be paid on the usual pay date.

### **51. Annual Leave Loading**

51.1. The maximum annual leave loading paid to an Employee shall not exceed a rate equivalent to 17.5% of four weeks' salary of a Level 8.1 employee as per Schedule 2 – General Division Salaries of the Public Sector CSA Agreement 2019 as replaced, as at 1 January in the calendar year in which the leave accrues.

### **52. Long Service Leave**

52.1. For the purposes of this clause:

(a) "Employee" includes full time, part time, permanent, fixed term contract and casual employees.

(b) "General Order" means General Order No. 763 of 1982 Long Service Leave Conditions – State Government Wages Employees (66 W.A.I.G 319).

52.2. This clause is to be read in conjunction with the long service leave provisions of the relevant Award and the General Order.

52.3. Where the provisions of the General Order are inconsistent with this Agreement, the provisions of this Agreement will prevail.

52.4. A casual Employee shall become entitled to 13 weeks' long service leave after a period of 10 years' continuous service and each further period of seven years' continuous service, in accordance with clause 52 of this Agreement.

52.5. Employees may, by agreement with their Employer, clear any accrued entitlement to long service leave including long service leave accessed pursuant to subclause 52.9, in minimum periods of one day.

52.6. Subclause 52.4 shall not apply to Employees covered by the *Cultural Centre Award 1987* who will accrue long service leave in accordance with clause 14 of the *Cultural Centre Award 1987*.

#### **Long Service Leave on Half Pay**

52.7. Subject to the Employer's convenience, the Employer may approve an Employee's application to take an accrued entitlement to long service leave on half pay.

#### **Long Service Leave on Double Pay**

52.8. Employees may by agreement with their Employer, access any portion of an accrued entitlement to long service leave on double pay for half the period accrued. In these circumstances the leave actually taken is 50 percent of the accrued entitlement accessed.

52.9. Where Employees proceed on long service leave on double pay in accordance with subclause 52.8, the entitlement accessed is excised for the purpose of continuous service in accordance with the General Order.

#### Early Access to Pro Rata Long Service Leave

52.10. Casual Employees shall qualify for pro rata payment in lieu of leave pursuant to Clause 11 of the General Order.

52.11. Subject to subclause 52.13, Employees within seven years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with their Employer, choose early access to their long service leave at the rate of:

- (a) 6.5 days per completed twelve month period of continuous service for full time Employees in their first period of long service leave accrual; or
- (b) 9.28 days per completed twelve month periods of continuous service for full time Employees in subsequent periods of long service leave accrual.

52.12. Part time and casual Employees have the same entitlement as full time Employees.

- (a) For part time Employees their entitlement is calculated on a pro rata basis according to any variations to their ordinary working hours during the accrual period.
- (b) For casual Employees, their entitlement is calculated on a pro rata basis according to the average hours worked during the accrual period.

52.13. Early access to pro rata long service leave does not include access to long service leave to which the Employee has become entitled, or accumulated prior to being within seven years of their preservation age.

52.14. Under this clause, long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.

52.15. Early access to pro rata long service leave can be taken at half or double pay in accordance with subclauses 52.7, 52.8 and 52.9.

52.16. Where Employees access pro rata long service leave early, any period of leave taken will be excised for the purpose of continuous service in accordance with the General Order.

#### Cash Out Of Accrued Long Service Leave Entitlement

- 52.17. Employees may by agreement with their Employer, cash out any portion of an accrued entitlement to long service leave, provided the Employee proceeds on a minimum of ten days annual leave in that anniversary year.
- 52.18. Where Employees cash out any portion of an accrued entitlement to long service leave in accordance with subclause 52.17, the entitlement accessed is excised for the purpose of continuous service in accordance with the General Order.
- 52.19. Casual Employees who agree to cash out accrued long service leave will receive that payment at the rate of pay applicable to the last engagement with the Employer, including the loading prescribed in subclause 17.3.

#### Casual Employees application of long service leave and interaction with the General Order

- 52.20. A casual Employee's entitlement to long service leave as provided at subclause 52.4 of this General Agreement shall be determined in the following manner:
- (a) For the purposes of this clause "service" shall be deemed to include:
- (i) absence of the casual Employee on approved unpaid carer's leave and unpaid parental leave not exceeding 14 days;
  - (ii) absence of the casual Employee on workers' compensation for any period not exceeding six months, or for such greater period as the Minister for Industrial Relations may allow;
  - (iii) absence of the casual Employee on family and domestic violence leave, bereavement leave and long service leave;
  - (iv) absence of a casual Employee on approved leave to attend Trade Union training courses or on approval leave to attend Trade Union business; and
  - (v) employment in the service of the Commonwealth or another State of Australia as provided in clause 16 of the General Order.
- (b) The service of an employee shall be deemed NOT to include:
- (i) service if an employee after the day on which they have become entitled to 26 weeks' long service leave until the day on which they commence the taking of 13 weeks of that leave; and
  - (ii) any other absence of the Employee except such absences as are provided in service by virtue of subclause (a).
- (c) Subject to subclause (a) and (b), the service of a casual Employee shall not be deemed to have been broken:

- (i) by resignation if they resign from one Public Authority in this State and commence with another Public Authority in this State within one working week of the day on which this resignation became effective; or
- (ii) if their employment is ended by the Employer for any other reason other than serious misconduct but only if the Employee resumes employment with the Government not later than six months from the day on which their employment has ended and payment pursuant to clause 11 of the General Order has not been made.

52.21. Any accrued LSL entitlement is calculated on the average weekly hours worked by the employee of the entire qualifying period.

52.22. A casual Employee shall be paid during long service leave the rate of pay applicable to the last engagement with the Employer, including the loading prescribed at clause 17.3.

52.23. Further to clauses 52.20 to 52.22, clauses 4 to 13 and 16 of the General Order apply to the accrual and taking of long service leave by a casual Employee as if those clauses were part of this General Agreement.

### **53. Cultural Ceremonial Leave**

53.1. Cultural/ceremonial leave shall be available to all Employees.

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

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

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

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

53.6. Cultural/ceremonial leave may be taken as whole or part days off. Each day, or part thereof, shall be deducted from:

- (a) the Employee's annual leave entitlements (where applicable); or
- (b) the Employee's accrued long service leave entitlements, but in full days only; or
- (c) accrued days off or time in lieu.

53.7. Long service leave shall be available for cultural/ceremonial leave in individual days.

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

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

- 54.1. Employees who identify as Aboriginal or Torres Strait Islanders (ATSI) are entitled to paid cultural leave which can be accessed to participate in any of the following:
- (a) cultural and ceremonial obligations under ATSI lore, customs or traditional law; and
  - (b) community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals.
- 54.2. 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.
- 54.3. 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.
- 54.4. The Employer may request reasonable evidence of the legitimate need for the Employee to be allowed time off.
- 54.5. If an Employer requires an Employee to attend to business associated with an ATSI organisation, or an organisation that works to facilitate ATSI interests, the attendance is considered to be a part of the Employee's normal duties and the Employee need not access leave under this or any other clause to enable it.
- 54.6. Cultural leave granted under this clause is in addition to the leave provided by clause 49 – Bereavement Leave of this Agreement and clause 53 – Cultural/Ceremonial Leave of this General Agreement.

#### **55. Purchased Leave – 42/52 Arrangement**

- 55.1. The provisions of this clause shall replace clause 11 - Purchased Leave – 48/52 Wages Arrangement of the *Miscellaneous Government Conditions and Allowances Award 1992*.
- 55.2. The Employer and the Employee may agree to enter into an arrangement whereby the Employee can purchase up to ten week's additional leave.
- 55.3. The Employer will assess each application for a 42/52 wage arrangement on its merits and give consideration to the personal circumstances of the Employee seeking the arrangement.
- 55.4. Where an Employee is applying for purchased leave of between five and ten weeks, the Employer will give priority access to those Employees with caring responsibilities.
- 55.5. In order to access approved purchased leave, an Employee must:
- (a) satisfy the agency's accrued leave management policy; and
  - (b) take one week annual leave if purchasing nine weeks' leave; or
  - (c) take two weeks annual leave if purchasing ten weeks' leave.

- 55.6. Notwithstanding subclause 55.5(b) and (c), the Employer may allow an Employee to access purchased leave before they have accessed one or two weeks' annual leave, whichever applies, where the Employee requests it. Any such request may only be refused by the Employer if there are reasonable grounds to do so.
- 55.7. The provisions of subclause 55.5(b) and (c) do not apply to an Employee who purchases less than nine weeks' leave.
- 55.8. An agreement to take a reduced wage spread over the 52 weeks of the year will yield the following amounts of purchased leave.

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

- 55.9.
- (a) Purchased leave is not able to be accrued. The Employee is entitled to pay in lieu of any purchased leave not taken. In the event that the Employee is unable to take such purchased leave, their wage will be adjusted in the last pay period in February to take account of the fact that time worked during the previous year was not included in their wage.
  - (b) Untaken purchased leave will be paid out at the rate at which it was purchased.
- 55.10.
- (a) 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 shall not be entitled to receive payment of the allowance for any period of purchased leave.
  - (b) Other than when an Employee is on a period of purchased leave, the higher duties allowance component of an Employee's wage shall not be affected by an agreement to reduce the Employee's wage for purchased leave purposes.
- 55.11. Overtime is paid at the ordinary rate of salary and not the reduced rate. Overtime is paid at the rate prescribed in the applicable Award, including where it is prescribed as a percentage of salary.

55.12. In the event that a part time Employee's ordinary working hours are varied during the year, the wage paid for such leave will be adjusted in the last pay in February to take account of any variations to the Employee's ordinary working hours during the previous year.

#### **56. Purchased Leave – Deferred Wages Arrangement**

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

#### Variation of the Arrangements

- 56.7. As an alternative to subclause 56.5, and only by mutual agreement of the Employer and the Employee, the provisions of the deferred arrangement may be varied subject to the following:
- (a) the term of the arrangement will not extend beyond that contemplated by this clause,
  - (b) the variation will not result in any consequential monetary or related gain or loss to either the Employer or the Employee, and
  - (c) the percentage of wage to apply during the 12 months leave as specified in subclause 56.3 will be calculated as 80% of the average ordinary prescribed hours worked over the previous four years.



## 57. Study Assistance

### 57.1.

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

### 57.2. Study Leave

- (a) An Employee may be granted time off with pay for study purposes at the discretion of the Employer.
- (b) In every case the approval of time off to attend lectures and tutorials will be subject to:
  - (i) Employer's convenience;
  - (ii) Employees undertaking an acceptable formal study load in their own time;
  - (iii) Employees making satisfactory progress with their studies;
  - (iv) the course being an approved course as defined by subclause 57.5;
  - (v) the course being of value to the agency; and
  - (vi) the Employer's discretion when the course is only relevant to the Employee's career in the service and being of value to the State.
- (c) Part time Employees are entitled to study leave on the same basis as full time Employees, with their entitlement calculated on a pro rata basis. Employees working shift work or on fixed term contracts have the same access to study leave as all other Employees.
- (d) Time off with pay may be granted up to a maximum of five hours per week including travelling time, where subjects of approved courses are available during normal working hours, or where approved study by correspondence is undertaken.
- (e) Employees who are obliged to attend educational institutions for compulsory block sessions may be granted time off with pay, including travelling time, up to the maximum annual amount allowed in subclause 57.2(d).
- (f) Where an Employee is undertaking approved study via distance education and/or is not required to attend formal classes, an Employer may allow the Employee to access study leave up to the maximum annual amount allowed in subclause 57.2(d).
- (g) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

- (h) An acceptable part-time study load should be regarded as not less than five hours per week of formal tuition with at least half of the total formal study commitment being undertaken in the Employee's own time, except in special cases such as where the Employee is in the final year of study and requires less time to complete the course, or the Employee is undertaking the recommended part-time year or stage and this does not entail five hours formal study.
- (i) In cases where Employees are studying subjects which require fortnightly classes the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.
- (j) In agencies which are operating on flexi-time, time spent attending or travelling to or from formal classes for approved courses between 8.15 a.m. and 4.30 p.m., less the usual lunch break, and for which "time off" would usually be granted, is to be counted as credit time for the purpose of calculating total hours worked per week.
- (k) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the Employee's normal place of work.
- (l) An Employee shall not be granted more than 5 hours' time off with pay per week except in exceptional circumstances where the Employer may decide otherwise.
- (m) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.
- (n) An Employee performing service with the Australian Defence Force is not entitled to study leave for any period of service with the Australian Defence Force that they receive defence force reserves leave as provided for by clause 61 - Leave for Training with Defence Force Reserves.
- (o) A service agreement or bond will not be required.

#### 57.3. Financial Assistance

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

#### 57.4. Cadets and Trainees

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

#### 57.5. Approved Courses for Study Purposes

- (a) For the purposes of subclauses 57.2 and 57.3, the following are approved courses:
  - (i) degree or associate diploma courses at a university within Australia;
  - (ii) degree or diploma courses at an authorised non-university institution;
  - (iii) diploma courses provided by registered training organisations, including TAFE;
  - (iv) two year full time certificate courses provided by registered training organisations, including TAFE;
  - (v) courses recognised by the National Authority for the Accreditation of translators and Interpreters (NAATI) in a language relevant to the needs of the Public Sector; and
  - (vi) secondary courses leading to the Western Australian Certificate of Education Examination or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.
- (b) For the purposes of subclause 57.5(a):
  - (i) the term 'university' includes recognised Australian universities and recognised overseas universities as defined by the *Higher Education Act 2004 (WA)*;
  - (ii) an authorised non-university institution is a non-university institution that is authorised under the *Higher Education Act 2004 (WA)* to provide a higher education course; and
  - (iii) a registered training organisation is an organisation that is registered with the Training Accreditation Council or equivalent registering authority and complies with the nationally agreed standards set out in the Australian Qualifications Framework (AQF).
- (c) An Employee who has completed a diploma through TAFE is eligible for study assistance to undertake a degree course at a university within Australia or an authorised non-university institution.
- (d) An employee who has completed a two year full time certificate through TAFE is eligible for study assistance to undertake a diploma course specified in subclause 57.5(a)(iii) or a degree or diploma course specified in subclauses 57.5(a)(i) or (ii).

## 57.6. Full Time Study

- (a) Subject to the provisions of subclause 57.6(b), the Employer may grant an Employee full time study leave with pay to undertake:
  - (i) post graduate degree studies at Australian or overseas tertiary education institutions; or
  - (ii) study tours involving observations and/or investigations; or
  - (iii) a combination of postgraduate studies and study tour.
- (b) Applications for full time study leave with pay are to be considered on their merits and may be granted provided that the following conditions are met:
  - (i) The course or a similar course is not available locally. Where the course of study is available locally, applications are to be considered in accordance with the provisions of clause 7 – Leave without Pay of the *Miscellaneous Government Conditions and Allowances Award No A 4 of 1992*.
  - (ii) It must be a highly specialised course with direct relevance to the Employee's profession.
  - (iii) It must be highly relevant to the agency's corporate strategies and goals.
  - (iv) The expertise or specialisation offered by the course of study should not already be available through other Employees employed within the agency.
  - (v) If the applicant was previously granted study leave, studies must have been successfully completed at that time. Where an Employee is still under a bond, this does not preclude approval being granted to take further study leave if all the necessary criteria are met.
  - (vi) A fixed term contract Employee may not be granted study leave with pay for any period beyond that Employee's approved period of engagement.
- (c) Full time study leave with pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.
- (d) Where an outside award is granted and the studies to be undertaken are considered highly desirable by an Employer, financial assistance to the extent of the difference between the Employee's normal 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 wage may be approved at the discretion of the Employer.
- (e) The Employer supports recipients of coveted awards and fellowships by providing study leave with pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, allowance for books, accommodation or a contribution towards accommodation.
- (f) Where recipients are in receipt of a living allowance, this amount should be deducted from the Employee's wage for that period.

- (g) Where the Employer approves full time study leave with pay the actual wage contribution forms part of the agency's approved average staffing level funding allocation. Employers should bear this in mind if considering temporary relief.
- (h) Where study leave with pay is approved and the Employer also supports the payment of transit costs and/or an accommodation allowance, the Employer will gain approval for the transit and accommodation costs as required.
- (i) Where Employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the Employer together with some local transit and accommodation expenses providing it meets the requirements of subclause 57.6(b). Each case is to be considered on its merits.
- (j) The period of full time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for Employees under the relevant Award.

## **58. International Sporting Events Leave**

- 58.1. Special leave with pay may be granted by the Employer to an Employee chosen to represent Australia as a competitor or official, at a sporting event, which meets the following criteria:
- (a) it is a recognised international amateur sport of national significance; or
  - (b) it is a world or international regional competition; and
  - (c) no contribution is made by the sporting organisation towards the normal wage of the Employee.
- 58.2. The Employer shall make enquiries with the Department of Local Government, Sport and Cultural Industries regarding:
- (a) whether the application meets the above criteria; and
  - (b) the period of leave to be granted.

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

- 59.1. Subject to operational requirements, Employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:
- (a) prior arrangements with the supervisor has been made and at least two days' notice has been provided; or
  - (b) the Employee is called upon by the Red Cross Blood Centre.
- 59.2. The notification period shall be waived or reduced where the line manager is satisfied that operations would not be unduly affected by an Employee's absence.

- 59.3. Employees shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.
- 59.4. Employees shall be entitled to two hours of paid leave per donation for the purpose of donating blood or plasma to the Red Cross Blood Centre.

#### **60. Emergency Services Leave**

- 60.1. Subject to operational requirements, paid leave of absence shall be granted by the Employer to an Employee who is an active volunteer member of State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or Department of Fire and Emergency Services Units, in order to allow for attendances at emergencies as declared by the recognised authority.
- 60.2. The Employer shall be advised as soon as possible by an Employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.
- 60.3. The Employee must complete a leave of absence form immediately upon return to work.
- 60.4. The application form must be accompanied by a certificate from the emergency organisation certifying that the Employee was required for the specified period.
- 60.5. An Employee who, during the course of an emergency, volunteers their services to an emergency organisation, shall comply with subclauses 60.2, 60.3 and 60.4.

#### **61. Leave for Training with Defence Force Reserves**

- 61.1. The Employer must grant leave of absence for the purpose of defence service to an Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.
- 61.2. Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- 61.3. Application for leave of absence for defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the Employee shall provide a certificate of attendance to the Employer.
- 61.4. Paid leave
- (a) An Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for defence service, subject to the conditions set out hereunder.
  - (b) Part time Employees shall receive the same paid leave entitlement as full time Employees, but payment shall only be made for those hours that would normally have been worked but for the leave.
  - (c) On written application, an Employee shall be paid wages in advance when proceeding on such leave.

(d) Casual Employees are not entitled to paid leave for the purpose of defence service.

61.5. Attendance at a Camp for Annual Continuous Obligatory Training

(a) An Employee is entitled to paid leave for a period not exceeding 105 hours on full pay in any period of twelve months commencing on 1 July in each year.

(b) If the Employee-in-Charge of a military unit certifies that it is essential for an Employee to be at the camp in an advance or rear party, a maximum of 30.4 extra hours leave on full pay shall be granted in the twelve-month period.

61.6. Attendance at One Special School, Class or Course of Instruction

(a) An Employee is entitled to a further period of leave not exceeding 16 calendar days in any period of twelve months commencing on 1 July. Pay for this leave shall be at the rate of the difference between the normal remuneration of the Employee and the Defence Force payments to which the Employee is entitled if such payments do not exceed normal wages. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the Employee.

61.7. Unpaid leave

(a) Any leave for the purpose of defence service that exceeds the paid entitlement prescribed in subclause 61.4 shall be unpaid.

(b) Casual Employees are entitled to unpaid leave for the purpose of defence service.

61.8. 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) An Employer cannot compel an Employee to use annual leave or long service leave for the purpose of defence service.

## **PART 5 – CHANGE MANAGEMENT**

### **62. Consultation**

62.1. The parties recognise the need for effective communication to improve the business/operational performance and working environment in agencies.

62.2. The parties acknowledge that decisions will continue to be made by the Employer, who is responsible and accountable to Government for the effective and efficient operation of the agency.

62.3. The parties agree that:

- (a) For the purposes of this clause “change” means situations where the Employer proposes to make changes(s) likely to affect an existing practice(s), working conditions or employment prospects of Employees.
- (b) Where the Employer proposes to make change(s), the Union and Employees affected shall be notified by the Employer as early as possible.
- (c) Consultation involves information sharing and opportunity for discussions between the parties on matters relevant to a proposed change conducted in a manner that enables the Union and Employees to contribute to the decision making process.
- (d) For the purposes of such discussion the Employer shall provide to the Union and Employees concerned relevant information about the changes, including the nature of the changes on the Employees provided that the Employer shall not be required to disclose confidential information the disclosure of which, would be harmful to their interests.
- (e) In the context of such discussion the Union and Employees are able to contribute to the decision making process.

### **63. Redundancy and Redeployment**

- 63.1. The parties recognise that the *Public Sector Management Act 1994 (WA)* (the Act) and the *Public Sector Management (Redeployment and Redundancy) Regulations 2014 (WA)* (the Regulations) provide the legislative framework for redundancy and redeployment for all employees covered by this General Agreement. If the provisions of this General Agreement and the Regulations are inconsistent, the provision of the Regulations shall prevail.
- 63.2. The parties acknowledge the Act and the Regulations may be subject to amendment or replacement from time to time.
- 63.3. 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.
- 63.4. The Employer and prospective Employer will seek to place Surplus employees in suitable positions in accordance with subclause 63.3.
- 63.5. The Employer will provide Surplus employees with direct access to priority vacancies through the online Recruitment Advertising Management System.
- 63.6. 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.

- 63.7. Upon notification of registration, the Employer shall provide an Employee who is notified of the Employer's intention to register them under regulation 18 of the Regulations with the written reason/s for the intended registration and the possible employment, placement and training options available to them.
- 63.8. 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.
- 63.9. When a Registered employee enters the last three months of their Redeployment period, the Employer will notify the Union as soon as possible.

## **PART 6 – UNION RELATED MATTERS**

### **64. Union Facilities for Union Representatives**

- 64.1. The Employer recognises the rights of the Union to organise and represent its members. Union representatives (delegates) in the organisation have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing members' interests in the workplace and the organisation.
- 64.2. The Employer will recognise Union representatives in the organisation and will allow them to carry out their role and functions.
- 64.3. The Union will advise the Employer in writing of the names of the Union representatives in the organisation.
- 64.4. The Employer shall recognise the authorisation of each Union representative in the organisation and shall provide them with the following:
- (a) Reasonable paid time off from normal duties:
    - (i) to perform their functions as a Union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in Union authorised committees; and
    - (ii) to attend Union business in accordance with clause 21 - Leave to Attend Union Business of the *Miscellaneous Government Conditions and Allowances Award No A4 of 1992*.
  - (b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of lockable filing cabinets, meeting rooms, telephones, fax, email, Internet, photocopiers and stationery. Such access to facilities shall not unreasonably

affect the operation of the organisation and shall be in accordance with normal organisation protocols.

- (c) A notice board for the display of Union materials including broadcast email facilities.
- (d) Paid access to periods of leave for the purpose of attending Union training courses in accordance with clause 20 - Trade Union Training Leave of the *Miscellaneous Government Conditions and Allowances Award No. A4 of 1992*. Country representatives will be provided with appropriate travel time.
- (e) Notification of the commencement of new Employees and, as part of their induction, time to discuss the benefits of Union membership with them.
- (f) Access to a sheltered area for meetings of members.
- (g) Access to work location, names, rosters and hours of work of Employees. This information and access will also be provided to Union officials upon request.
- (h) Access to awards, agreements, policies and procedures.
- (i) Access to information on matters affecting Employees in accordance with clause 62 – Consultation.
- (j) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.

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

#### 64.6. Group inductions

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

#### 64.7. Union General/Delegate Meetings

- (a) Employees will be granted, paid time off to attend quarterly general meetings of up to one hour duration on site with the Union.
  - (i) Where the site meeting exceeds one hour, such absence will be without pay for the period of the meeting, which exceeds one hour
  - (ii) To conduct these meetings the Union will be entitled to a private facility at the workplace wherever possible provided the Union gives the Employer reasonable notice.

- (b) On an annual basis one of the meetings at subclause 64.7(a) can be converted to a paid district members meeting of up to two hours duration with additional time allocated for travel. When the Union converts a paid quarterly meeting into a district members meeting, the Union and the Employer shall hold discussions to ensure that a sufficient number of Employees remain to ensure that work programs continue to run. This clause will not be used to unreasonably prevent an Employee from attending such a meeting.
- (c) Delegates will be able to attend paid quarterly district delegate meetings of up to two hours duration with additional time allocated for travel.
- (d) The entitlements provided for in subclauses 64.7(a), (b), and (c) to attend meetings are subject to seven calendar days' prior notice being given to the Employer, or a lesser period as agreed between the parties.

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

#### **65. Occupational Safety and Health Representatives Records**

- 65.1. The Employer shall maintain an Occupational Safety and Health (OSH) Representative Register (the Register).
- 65.2. The Register is to record the following information for each OSH representative in the Department/Organisation:
  - (a) name;
  - (b) work location;
  - (c) job title;
  - (d) date of election as an OSH representative; and
  - (e) training details on completion of relevant OSH training courses, including initial and refresher training dates.
- 65.3. The Employer shall provide a copy of the Register to the Union every six months.
- 65.4. The Register is to be submitted to the Department of Mines, Industry Regulation and Safety – Public Sector Labour Relations Division on 31 January each year, for the previous year.

### **PART 7 – DISPUTE SETTLEMENT PROCEDURE**

#### **66. Dispute Settlement Procedure**


- 66.1. Any questions, disputes or difficulties arising under this General Agreement shall be dealt with in accordance with this clause.

- 66.2. The Employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three working days. An Employee may be accompanied by a Union representative.
- 66.3. If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three working days. An Employee may be accompanied by a Union representative.
- 66.4. If the dispute is still not resolved, it may be referred by the Employee/s or Union representative to the Employer or his/her nominee.
- 66.5. Where the dispute cannot be resolved within five working days of the Union representatives' referral of the dispute to the Employer or his/her nominee, either party may refer the matter to the WAIRC.
- 66.6. The period for resolving a dispute may be extended by agreement between the parties.
- 66.7. At all stages of the procedure the Employee may be accompanied by a Union representative.
- 66.8. Notwithstanding the above the Union may raise matters directly with representatives of the Employer. In each case the Union and the Employer shall endeavour to reach agreement. If no agreement is reached either party may refer the dispute to the WAIRC for conciliation and/or arbitration.
- 66.9. Nothing in this clause constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008*.

PART 8 – SCHEDULES TO THE AGREEMENT

Schedule 1 – Signatures of Parties

Signed

  
\_\_\_\_\_

Carolyn Smith


Secretary

United Workers Union (WA)

Date

18/12/2020

Signed

  
\_\_\_\_\_

Alex Lyon

Executive Director

Public Sector Labour Relations

Department of Mines, Industry Regulation and Safety

Acting as agent for and on behalf of the Respondents listed in Schedule 9.

Date

17<sup>th</sup> December 2020

**Schedule 2A - Wage Schedule**

Level	Rate Applicable as at 1 January 2020 \$ per week	Effective on and from 1 January 2021 \$ per week	Effective on and from 1 January 2022 \$ per week
1.1	\$967.80	\$987.00	\$1,006.20
1.2	\$978.40	\$997.60	\$1,016.80
1.3	\$987.40	\$1,006.60	\$1,025.80
2.1	\$996.40	\$1,015.60	\$1,034.80
2.2	\$1,008.00	\$1,027.20	\$1,046.40
2.3	\$1,014.20	\$1,033.40	\$1,052.60
3.1	\$1,030.90	\$1,050.10	\$1,069.30
3.2	\$1,038.30	\$1,057.50	\$1,076.70
3.3	\$1,045.50	\$1,064.70	\$1,083.90
4.1	\$1,037.20	\$1,056.40	\$1,075.60
4.2	\$1,042.30	\$1,061.50	\$1,080.70
4.3	\$1,047.40	\$1,066.60	\$1,085.80
5.1	\$1,051.00	\$1,070.20	\$1,089.40
5.2	\$1,058.50	\$1,077.70	\$1,096.90
5.3	\$1,065.40	\$1,084.60	\$1,103.80
6.1	\$1,075.50	\$1,094.70	\$1,113.90
6.2	\$1,085.60	\$1,104.80	\$1,124.00
6.3	\$1,094.10	\$1,113.30	\$1,132.50
7.1	\$1,102.90	\$1,122.10	\$1,141.30
7.2	\$1,112.90	\$1,132.10	\$1,151.30
7.3	\$1,122.20	\$1,141.40	\$1,160.60
8.1	\$1,118.70	\$1,137.90	\$1,157.10
8.2	\$1,125.70	\$1,144.90	\$1,164.10
8.3	\$1,131.80	\$1,151.00	\$1,170.20
9.1	\$1,152.10	\$1,171.30	\$1,190.50
9.2	\$1,162.80	\$1,182.00	\$1,201.20
9.3	\$1,173.40	\$1,192.60	\$1,211.80
10.1	\$1,180.50	\$1,199.70	\$1,218.90
10.2	\$1,191.90	\$1,211.10	\$1,230.30
10.3	\$1,202.70	\$1,221.90	\$1,241.10

11.1	\$1,224.70	\$1,243.90	\$1,263.10
11.2	\$1,237.20	\$1,256.40	\$1,275.60
11.3	\$1,248.90	\$1,268.10	\$1,287.30

## Classification Structure

### Department of Education

Classification	Level
<b>CLEANERS AND CARETAKERS</b>	
Cleaner Level 2	1
Cleaner working alone	2
Assistant cleaner in charge	2
Cleaner in charge (<7000m <sup>2</sup> )	3
Cleaner in charge (>7000m <sup>2</sup> )	7
<b>GARDENERS</b>	
Assistant Gardener/Handypersons	1
Gardener/Handypersons	2
Gardener/Pool Maintenance Officer	2
Gardener/Ride on Mower Operator	3
Gardener/Handyperson	3
Rider Mower (in charge of vehicle)	5
Senior Gardener/Handyperson	5
Senior Gardener/Pool Maintenance Officer	5
Handyperson (Belmont SHS)	5
<b>RESIDENTIAL COLLEGES</b>	
Domestic Employee	1
Groundsperson/Gardener	2
Cook	3



**Departments and Organisations other than the Department of Education**

<b>Classification</b>	<b>Level</b>
CLEANERS AND CARETAKERS	
Attendant	1
Cleaner	1
Caretaker	2
Court Usher	6
Cleaner in charge (>7000m <sup>2</sup> )*	
GARDENERS	
Gardener/Ground Attendant	1
Labourer (Maintenance and General)	1
Gardener/Ground Attendant	2
OTHER	
Assistant Warden	2
Attendant or Receptionist Attendant Grade 1	5
Visitor Services Officer Grade 1	5
Visitor Services Officer Grade 2	6
Regional Attendant	7
Supervisor Assistant	8
Installation Assistant	9
Attendant Supervisor	10
Installation Supervisor	11

**\*Note: Cleaner in charge (>7000m<sup>2</sup>) can be used in TAFE campuses only**

**All Respondents**

<b>Classification</b>	<b>Level</b>
CATERING EMPLOYEES	
Kitchenhand (Canteen Attendant)	1
Tea Attendant	1
Counterhand	1
Other Cooks	2
Qualified Cook	8
Chef	9

**Schedule 2B – Wages - Child Care Givers**

Level	Rate Applicable as at 1 January 2020 \$ per week	Effective on and from 1 January 2021 \$ per week	Effective on and from 1 January 2022 \$ per week
<b>Qualified Child Care Giver</b>			
<b>Part A</b>			
Step 1A	\$1,037.60	\$1,056.80	\$1,076.00
Step 1B	\$1,075.10	\$1,094.30	\$1,113.50
Step 2	\$1,105.30	\$1,124.50	\$1,143.70
Step 3	\$1,135.00	\$1,154.20	\$1,173.40
Step 4	\$1,165.40	\$1,184.60	\$1,203.80
<b>Qualified Child Care Giver</b>			
<b>Part B</b>			
Step 1A	\$993.20	\$1,012.40	\$1,031.60
Step 1B	\$1,029.00	\$1,048.20	\$1,067.40
Step 2	\$1,057.90	\$1,077.10	\$1,096.30
Step 3	\$1,085.80	\$1,105.00	\$1,124.20
Step 4	\$1,114.80	\$1,134.00	\$1,153.20
<b>Senior Child Care Giver</b>			
<b>Part A</b>	\$1,258.20	\$1,277.40	\$1,296.60
<b>Part B</b>	\$1,201.80	\$1,221.00	\$1,240.20
<b>Child Care Giver</b>			
<b>Part A</b>			
Step 1	\$904.90	\$924.10	\$943.30
Step 2	\$921.60	\$940.80	\$960.00
Step 3	\$937.30	\$956.50	\$975.70
Step 4	\$967.70	\$986.90	\$1,006.10
<b>Child Care Giver</b>			
<b>Part B</b>			
Step 1	\$865.90	\$885.10	\$904.30
Step 2	\$882.50	\$901.70	\$920.90
Step 3	\$898.50	\$917.70	\$936.90
Step 4	\$918.20	\$937.40	\$956.60

<b>Child Care Support Employee</b>			
<b>Part A</b>			
Step 1	\$912.00	\$931.20	\$950.40
Step 2	\$928.40	\$947.60	\$966.80
Step 3	\$944.40	\$963.60	\$982.80
Step 4	\$965.50	\$984.70	\$1,003.90
<b>Child Care Support Employee</b>			
<b>Part B</b>			
Step 1	\$872.90	\$892.10	\$911.30
Step 2	\$888.50	\$907.70	\$926.90
Step 3	\$903.60	\$922.80	\$942.00
Step 4	\$924.10	\$943.30	\$962.50

## Schedule 2B – Wages – Child Care Givers

1. Part B of Schedule 2B – Wages - Child Care Givers will apply to Employees of a College who are not ordinarily required to work during term or semester vacations. Such Employees will be eligible for payment pursuant to clause 17 - College Vacations Periods of the *Childrens' Services (Government) Award 1989*.
2. Part A of Schedule 2B – Wages - Child Care Givers will apply to all other Employees. Except as provided hereunder, progression from step to step for Qualified Child Care Giver and Child Care Giver will be contingent upon:
  - (a) twelve months' service at each step; and
  - (b) satisfactory performance at each step.
3. An Employee at Step 1A Qualified Child Care Giver shall be a person with no previous experience in the industry. At the completion of twelve months satisfactory performance that person shall be paid the Step 2 rate.
4. An Employee at Step 1B Qualified Child Care Giver shall be a person in their first year of experience as a Qualified Child Care Giver, who has previous experience in the industry. At the completion of twelve (12) months' satisfactory performance that person shall be paid at the Step 2 rate.
5. On ceasing employment with an Employer, the Employee shall be given a written statement of the current Level and Step if appropriate and the date of commencement at that Level and Step to be passed on to the next Employer.
6. On commencing employment with an Employer a Qualified Child Care Giver, Child Care Aide, or Senior Qualified Child Care Giver shall, within the appropriate classification be paid at the step or year of experience within the appropriate classification whichever is relevant, recognising their previous experience in the children's services industry.
7. The weekly wage shall be divided by 38 per week for Child Care Givers and Child Care Support Employees and for other Employees by 37.5 for the purposes of adjustment of payment of a hourly rate. For the purposes of adjustment to an annual wage the weekly rate shall be multiplied by 52.167.
8. This clause shall apply only to Employees paid according to Part B in Schedule 2B – Wages - Child Care Givers.
  - (a) An Employee shall not be required to be present for duty on any day on which the centre is not open.
  - (b) Subject to the provisions of subclause 8(c), each Employee shall be paid their ordinary wage for any day on which the Employee is relieved of the obligation to present themselves for work.
  - (c) In the event of the Employer requiring the child care centre to open for operation during a term or semester vacation when the centre does not ordinarily open the Employee shall be paid for the ordinary hours worked at the rate of time and one-half.
  - (d) An Employee who works for a minimum of four continuous weeks but less than an academic year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and

semester vacation periods related to that academic year on the basis of 0.3 of one week's wages for each academic week the Employee was employed to work in the child care centre.

- (e) An annual leave loading shall be included in the last payment of ordinary wages made prior to Christmas Day or in the event of a termination prior to the end of the college year in the final payment made to the Employee.
- (f) Subject to subclause 8(g), the annual leave loading shall be 17.5% of four weeks' wages at the rate of pay applicable at the time of payment. The payment of annual leave loading is subject to clause 51 - Annual Leave Loading of the General Agreement.
- (g) Where an Employee is employed for less than the full college year, the annual leave loading shall be paid on a pro rata basis in the same proportion as the number of weeks which the Employee was employed to actually work in the centre bears to the number of weeks in the same college year.

## **9. Definitions and Skill Descriptors for Child Care Givers**

### **(a) Child Care Support Employee**

- (i) Definition: An untrained ancillary Employee who is employed to undertake cooking duties.
- (ii) Skill Descriptor: Such an Employee may:
  - (aa) work under routine supervision either individually or in a team environment;
  - (bb) be responsible for assuring the quality of the employee's own working subject to routine supervision; and
  - (cc) be required to exercise discretion during the course of their own work.

### **(b) Child Care Giver**

- (i) Definition: An Employee at this level shall be an unqualified Employee working under routine supervision, engaged to assist in the supervision and care of children and generally to assist in the functioning of the centre.
- (ii) Skill Descriptor: Responsibilities of a Child Care Giver may include the following:
  - (aa) Is able to perform routine duties requiring the exercise of knowledge and skills at a primary level.
  - (bb) Maintain a clean, hygienic environment.
  - (cc) Maintain and attend to personal hygiene of children.
  - (dd) Attend to nutritional needs of children.
  - (ee) Respond to child's apparent ill –health.
  - (ff) Respond to accident, emergency or threat.

- (gg) Implement routines which enhance well being.
- (hh) Interact positively and appropriately with children.
- (ii) Participate in the planning and preparation of programmes.
- (jj) Assist to prepare an environment based on programme requirements.
- (kk) Assist in the implementation of programmes.
- (ll) Contribute to team approach.
- (mm) Seek to further professional development.
- (nn) Liaise appropriately with parents.
- (oo) Uphold the Centre's philosophy.
- (pp) Participate in appropriate administrative process.
- (qq) Contribute to maintenance and care of buildings and equipment.
- (rr) Implement Centre policies and procedures.
- (ss) Assisting in the facilitation of programmes suited to the needs of individual children and groups.
- (tt) Provide input to trained staff by observations of individual children and groups.
- (uu) Work under direction with individual children with special needs.

(c) Qualified Child Care Giver:

- (i) Definition: shall mean an Employee who holds the qualification of Associate Diploma Social Science (Child Care) or an approved equivalent qualification which is recognised and approved by the Child Care Services Board authorising the Employee to be in charge of children 0-6 years and who is so appointed.
- (ii) Qualified Child Care Giver shall also include persons who do not hold approved qualifications but who have obtained an exemption from the Child Care Services Board to work at this level and who are so appointed.
- (iii) Skill Descriptor: The responsibilities of a Qualified Child Care Giver may include the following:
  - (aa) Ensure the Centre or Service's policies are adhered to.
  - (bb) Ensure the maintenance of a safe working environment.
  - (cc) Display various methods and techniques of child management and where appropriate guide the Child Care Giver in the same.

- (dd) Direct other staff members as required.
- (ee) In conjunction with the Coordinator or Senior Qualified Child Care Giver or Medical staff develop, implement, monitor and review developmental programmes.
- (ff) Display an ability to relate to people from various multicultural backgrounds.
- (gg) Assist the Coordinator or Senior Qualified Child Care Giver with the assessment of students on placement.
- (hh) Where appointed work as the person in charge of a group of children in the age range 0-6 years.
- (ii) Possesses observational skills in excess of an experience Child Care Giver and the ability to programme for a child's development based on these observations. Where appropriate undertake developmental assessments.
- (jj) Participate in a team approach to deliver of the programme and if appropriate advise Child Care Givers on reasons for the programme.
- (kk) Possesses the ability to formulate and implement a child's special needs programme.
- (ll) Liaise with parents.
- (mm) Initiate changes to the children's programmes including special needs programmes.
- (nn) Develop, implement, evaluate and maintain daily routines independently.
- (oo) Provide advice to Coordinator, Senior Qualified Child Care Giver or Medical staff on the needs of the service.
- (pp) Demonstrate the ability to impart knowledge and skills where appropriate to parents, students, and/or other members of the health care team and referral agencies.
- (qq) Where appropriate provide support to the family, the support network, and other health professionals.
- (rr) Where appropriate, conduct visits to clients home to undertake developmental assessments.

(d) Senior Qualified Child Care Giver

- (i) Definition: a Senior Qualified Child Care Giver shall mean a Qualified Child Care Giver appointed to carry out administrative duties in addition to the normal duties of a Qualified Child Care Giver. An Employee at this level shall hold qualifications as defined for Qualified Child Care Giver and shall be responsible for the overall implementation and coordination of programme(s).

- (ii) Skill Descriptor: A Senior Qualified Child Care Giver shall be competent to perform work above and beyond the level of a Qualified Child Care Giver. In addition to the normal duties of a Senior Qualified Child Care Giver the responsibilities of a Senior Qualified Child Care Giver may include the following:
- (aa) To co-ordinate the developmental programme(s) or therapeutic milieu.
  - (bb) To take referrals from professional health agencies.
  - (cc) To explain the function and role of the service to other agencies and professional individuals.
  - (dd) To supervise in-service training of staff.
  - (ee) Where appropriate initiate programmes for parent/child activity groups.
  - (ff) Where appropriate liaise with specialist staff (internal and external) on appropriate programmes for children with special needs.
  - (gg) Participate in In-service education.
  - (hh) Identification budgetary expenses for service including fund-raising where required.
  - (ii) Ensure the daily operation of the centre complies with Licensing Regulations where appropriate.
  - (jj) Handle child care enrolment enquiries and allocate places in accordance with Policy where appropriate.
  - (kk) Act as a positive role model and care giver for staff, parents, students and children.
  - (ll) Direct and supervises the duties of support staff, volunteers and students, and ensures that appropriate standards in care are maintained at all times.
  - (mm) Arrange the placement and/or maintenance of the centres equipment, furnishing, toys and consumable materials as required.
  - (nn) Where appropriate collect fees, issue receipts and forward monies to appropriate officer.
  - (oo) Select short-term relief staff as required and assist with appointment and orientation of child care staff.
  - (pp) To conduct staff meetings and attends other relevant meetings.
  - (qq) To encourage team-work amongst staff.
  - (rr) Operate within the requirements of Government Legislation, Regulations and relevant Industrial Awards.
  - (ss) To provide leadership and direction for other staff.



**10. College Vacation Periods**

- (a) This clause shall apply only to Employees paid according to Part B in Schedule 2B– Wages - Child Care Givers.
- (b) An Employee shall not be required to be present for duty on any day on which the centre is not open.
- (c) Subject to the provisions of subclause 7 of this Schedule each Employee shall be paid their ordinary wage for any day on which the Employee is relieved of the obligation to present themselves for work.
- (d) In the event of the College requiring the child care centre to open for operation during a term or semester vacation when the centre does not ordinarily open the Employee shall be paid for the ordinary hours worked at the rate of time and one-half.
- (e) An Employee who works for a minimum of four continuous weeks but less than an academic year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and semester vacation periods related to that academic year on the basis of 0.3 of one week's wages for each academic week the Employee was employed to work in the child care centre.
- (f) An annual leave loading shall be included in the last payment of ordinary wages made prior to Christmas Day or in the event of a termination prior to the end of the college year in the final payment made to the Employee.
- (g) Subject to subclause 7 of this Schedule, the annual leave loading shall be 17.5% of four weeks' wages at the rate of pay applicable at the time of payment. The payment of annual leave loading is subject to clause 51 - Annual Leave Loading of the General Agreement.
- (h) Where an Employee is employed for less than the full college year, the annual leave loading shall be paid on a pro rata basis in the same proportion as the number of weeks which the Employee was employed to actually work in the centre bears to the number of weeks in the same college year.

**Schedule 2C – Wages– Horticulture, Maintenance and Cleaners – Zoological Parks Authority**

**WAGES: Maintenance Attendants, Horticultural and Cleaning Staff**

Level	Rate Applicable as at 1 January 2020 \$ per week	Effective on and from 1 January 2021 \$ per week	Effective on and from 1 January 2022 \$ per week
<b>Horticulturalist &amp; Maintenance Attendant</b>			
1.1	\$1,014.30	\$1,033.50	\$1,052.70
1.2	\$1,030.90	\$1,050.10	\$1,069.30
1.3	\$1,050.80	\$1,070.00	\$1,089.20
1.4*	\$1,065.10	\$1,084.30	\$1,103.50
2.1	\$1,075.60	\$1,094.80	\$1,114.00
2.2	\$1,103.00	\$1,122.20	\$1,141.40
2.3	\$1,118.70	\$1,137.90	\$1,157.10
2.4	\$1,152.20	\$1,171.40	\$1,190.60
3.1	\$1,180.50	\$1,199.70	\$1,218.90
3.2	\$1,205.30	\$1,224.50	\$1,243.70
3.3	\$1,231.20	\$1,250.40	\$1,269.60
3.4	\$1,257.10	\$1,276.30	\$1,295.50
<b>Cleaner</b>			
1st year of employment	\$967.60	\$986.80	\$1,006.00
2nd year of employment	\$978.30	\$997.50	\$1,016.70
3rd year of employment and thereafter	\$987.20	\$1,006.40	\$1,025.60

\* Note: Level 1.4 applies to Maintenance Attendants only.

**Schedule 2D – Wages – Home Economic Assistants Employed by TAFE**

Level	Rate Applicable as at 1 January 2020 \$ per week	Effective on and from 1 January 2021 \$ per week	Effective on a from 1 January 2022 \$ per week
1.1	\$1,010.50	\$1,029.70	\$1,048.90
1.2	\$1,036.70	\$1,055.90	\$1,075.10
2.1	\$1,093.20	\$1,112.40	\$1,131.60
2.2	\$1,113.70	\$1,132.90	\$1,152.10
2.3	\$1,144.00	\$1,163.20	\$1,182.40
2.4	\$1,179.00	\$1,198.20	\$1,217.40

### **Schedule 3 – Agency Specific Schedule – Western Australian Museum**

For the purposes of this Schedule “the Museum” means The Western Australian Museum.

The provisions of this Schedule shall only apply to Employees of the Museum covered by the General Agreement.

#### **1. Return To Work During Periods Of Approved Absences**

- (a) Employees who are or have been absent from the workplace other than on secondment for a period in excess of three months, whether on leave without pay or unpaid parental leave, may by mutual Agreement return to work in order to meet organisational needs.
- (b) Subject to Agreement between the parties regarding return to work, the Employee shall be paid at casual rates for the period of recall.

#### **2. Operational Approach**

- (a) The parties commit to maintaining a clear focus on outcomes by adopting flexible work practices. Emphasis will be given to increased work flexibility and job satisfaction through multiskilling and multifunctionality, supported by an appropriate level of training and professional development.

#### **3. Multiskilling**

- (a) Providing skilled and semi-skilled carpentry services to allow for the construction of crates, frames, backing boards, exhibition furniture, etc;
- (b) allowing for routine condition reporting to a standard checklist at the time of receipt and unpacking of crates;
- (c) routinely ordering and maintaining stock;
- (d) routinely rostering staff resources to meet operational needs and program delivery; and
- (e) the parties commit to provide skilled labour in support of other operations, saving on the use of contractors.

#### **4. Multifunctionality**

- (a) The parties commit to undertake training in order to broaden skills, providing greater mobility of staff.

#### **5. Part Time Flexibility**

- (a) For the purpose of meeting exhibition schedules, part time Employees may, by agreement, work an aggregate of their part time hours over an eight week period. For example, a part time Employee normally working 48 hours per fortnight, may work and be paid for 76 hours per fortnight and proportionately reduce his/her normal hours for the remainder of the eight week period.
- (b) Unless extra hours are worked, part time Employees will continue to receive their normal part time salary on a fortnightly basis.

- (c) By agreement within the Team process, and in order to meet schedules, part time Employees may extend their hours within the range of normal full time hours without incurring overtime, up to a maximum of 8 hours per day in any day. However, any hours worked in excess of 8 hours per day will attract overtime penalties.
- (d) In order to meet schedules, and subject to subclause 5(e) of this Schedule, full time Employees commit to accruing RDOs, which will be taken during off-peak periods.
- (e) No more than five RDOs can be accrued.

## 6. Classification Structure

The following definition will replace the definition of “Receptionist Attendant” currently contained in the *Cultural Centre Award 1987* and will apply to Employees engaged as Receptionist Attendants with the Museum:

- (a) “Receptionist Attendant/Visitor Services Officer – Grade One” (VSO1) shall mean a person employed by the Museum whose duties include the provision of customer service, public liaison and security to the public and the museum collection; shared responsibility for Museum admissions, reservations and registration systems including reconciliation; interpretation of the Museum for visitors through general tours and other Museum programs; and cleaning of museum premises as per the current Job Description Form (JDF).

The following position has been added to the classification structure currently contained in the *Cultural Centre Award 1987*:

- (b) “Visitor Services Officer – Grade Two” (VSO2) shall mean a person employed by the Museum whose duties are as for a VSO1 (above) but includes interpretation of the Museum for visitors through advanced and specialised tours and interpretive programs, and assistance with the provision of education programs. The provision of tours and other interpretative experiences forms a substantial part of the duties.
- (c) Entry level positions at the Maritime Museum (including the Shipwreck Museum) will be VSO1 unless the position is specifically advertised as VSO2.
- (d) The operational requirement of the Maritime Museum (including the Shipwreck Museum) for VSO2 positions is 12 Full Time Equivalents.
- (e) Nothing in subclause (d) prevents the Museum from increasing or decreasing the number of FTE positions based on its operational requirements in accordance with clause 62 – Consultation of the General Agreement.
- (f) Other Employees engaged as receptionist attendants elsewhere in the Museum will continue to be classified at Grade One.
- (g) Nothing in subclause (f) prevents the advancement of any employee who works at a Museum site, to the VSO2 classification if they are in fact performing the duties of a VSO2.
- (h) Any dispute arising from the application of this Schedule shall be dealt with in accordance with clause 66 – Dispute Settlement Procedure of this General Agreement.

## **Schedule 4 – Agency Specific Schedule – TAFE Colleges**

The provisions of this clause shall only apply to Employees of the TAFE Colleges covered by the General Agreement.

### **1. Flexible Working Hours**

- (a) The ordinary hours of work and settlement periods may be varied by the Employer and Employee/s, to better cater for operational requirements and Employee/s' personal responsibilities.
- (b) Any such arrangement is subject to agreement between the Employee/s and the Employer, and the Union shall be notified.
- (c) Any such arrangement entered into must be detailed in writing, signed by the Employer or the Employer's delegate, and the relevant Employee/s, and a copy given to the Human Resources Section.
- (d) Specifically excluded from these arrangements are longer working hours, overtime and split shifts except where provided for in the relevant Award.
- (e) Notwithstanding the above, where it is considered necessary to provide more economic operations, the Managing Director may authorise the operation of alternative working arrangements in a College. The continuing operation of any alternative working arrangement, so approved, will depend on the Managing Director being satisfied that the efficient functioning of the College is being enhanced by its operation.

### **2. Progression Through the Classification Structure for Home Economics Assistants Employed by TAFE (Schedule 2D - Wages - Home Economic Assistants Employed by TAFE)**

- (a) Home Economic Assistants progress through the steps of the classification by annual increments subject to subclause 2(b) of this Schedule.
- (b) Home Economic Assistants progress to level 2 step 1 on their incremental date, unless the Principal indicates prior to a Home Economic Assistant's increment date that a Home Economic Assistant's work performance is not satisfactory and the Home Economic Assistant is not capable of exercising the responsibilities and carrying out the duties of a Home Economic Assistant level 2. The Principal must be able to demonstrate that performance issues are genuine and have been raised with the Employee.
- (c) Home Economic Assistants progressing to level 2 step 1 will carry out the functions and duties as prescribed by the Home Economic Assistant level 2 JDF.
- (d) Movement to level 2.4
  - (i) Home Economic Assistants at the date of registration of the General Agreement who have been employed at least six years as a Home Economic Assistant will move to level 2 step 4 effective from the first pay period on or after 1 January 2007.
  - (ii) Home Economic Assistants with less than six years' service will move to the level 2 step 4 after they have completed twelve months' service at level 2 step 3.

## **Schedule 5 – Agency Specific Schedule – Department of Education (Schools)**

The provisions of this Schedule only apply to Employees of the Department of Education.

### **1. Definitions**

(a) For the purposes of this Schedule the following definitions shall apply:

- (i) “Cleaner” shall mean a Cleaner Level 2, Cleaner Working Alone, Assistant Cleaner in Charge and Cleaner in Charge.
- (ii) “Gardener” shall mean an Assistant Gardener/Handyperson, Gardener/Handyperson, Gardener/Pool Maintenance Officer, Gardener/Ride on Mower Operator, Rider/Mower (In charge of vehicle), Senior Gardener/Handyperson, Senior Gardener/Pool Maintenance Officer and Handyperson (Belmont SHS).
- (iii) “Canteen employee” shall mean a Canteen Attendant and Canteen Supervisor.

### **2. Reform Initiatives – Objectives**

- (a) The Department of Education’s mission is to ensure that students develop the understandings, skills and attitudes relevant to individual needs, thereby enabling them to fulfil their potential and contribute to the development of our society.
- (b) All staff strive for excellence in learning and teaching and are committed to maximising the educational achievements of all students and the maintenance of an appropriate learning and teaching environment.

### **3. Strategies and Initiatives Developed to Achieve Objectives**

- (a) The parties are committed to the development and implementation of a broad agenda of initiatives designed to increase efficiency and effectiveness of program and service delivery of the Department of Education.
- (b) The parties are committed to the development and implementation of productivity improvements which include, but are not limited to:
  - (i) customer focus;
  - (ii) changes to work practices;
  - (iii) continuous improvement;
  - (iv) review of, and implementation of, flexible application of employment conditions;
  - (v) improvement of the management of staff performance;
  - (vi) current staffing practices;
  - (vii) application of new technology; and
  - (viii) ongoing skills development.

#### **4. Reform Initiatives**

- (a) The parties agree that change will be implemented through a gradual process which ensures that individual Employees are not disadvantaged and is consistent with merit and equity principles.
- (b) The parties acknowledge that consultation with Employees will occur with respect to school based decisions which directly affect them.
- (c) The parties agree to progress these workplace reforms in accordance with the terms of the General Agreement, which is expected to deliver significant enhancement to the efficiency and effectiveness of school operations in the medium to long term.
- (d) The major initiatives are outlined below at clauses 5 to 7 of this Schedule.

#### **5. Flexible Working Hours Initiative**

- (a) Employees covered by the General Agreement may agree to work flexible hours where these are implemented at the school site, and where:
  - (i) an improved curriculum can be offered as a result; or more effective and efficient use of resources occurs;
  - (ii) consultation has occurred at a school level involving all stakeholders, including the Union, school decision making groups, parents, students and whole of school staff;
  - (iii) issues such as duty of care, health, safety and welfare, equity and other legislative requirements have been allowed for;
  - (iv) workload, career aspirations and family circumstances have been allowed for; individual circumstances have been fully and reasonably considered; and
  - (v) the distribution of hours is equitable.
- (b) Specifically excluded from these arrangements are longer working hours, overtime and split shifts except where provided for in the relevant Award.
- (c) Arrangements for working of flexible hours as provided for in this clause shall be subject to agreement between the Employee and Employer. No Employee shall be coerced into working flexible hours.
- (d) Notwithstanding the above, where it is considered necessary to provide more economic operations, the Director General may authorise the operation of alternative working arrangements in a school. The continuing operation of any alternative working arrangements, so approved, will depend on the Director General being satisfied that the efficient functioning of the school is being enhanced by its operation.
- (e) The parties agree that Employees may, by agreement with all parties, to meet the needs of individual Remote Teaching Service schools, vary the school year and hours per day to take into account educational, cultural, climate and local factors. The Principal will negotiate school hours and days of attendance and the employees will be consulted and have a choice of undertaking these changes without being coerced into taking the changes. The total hours



worked in any one year will still equal the total hours that would have been worked if the school year had not been varied by the General Agreement.

#### **6. Multiskilling Initiative**

- (a) The parties are committed to allowing Employees to be deployed in a way that will best address the needs of the worksite. Employees agree to carry out such duties as are within the limits of the Employee's skills, competencies and training. This could include the allocation of specific duties and/or temporary secondment to other positions in the worksite.
- (b) The parties to this General Agreement will develop worksite multiskilling for Employees and such development will include the following:
  - (i) objective(s) and guidelines for the multiskilled position;
  - (ii) boundaries of the position;
  - (iii) rosters of work;
  - (iv) lines of accountability; and
  - (v) adjustment, if any, to normal work.
- (c) The multiskilling proposal should not compromise any duty of care or occupational health and safety standards or requirements.

#### **7. Professional and Career Development Initiative**

- (a) Professional and career development will be based on a focus on both current and future job needs, career path planning, recognition of each employee's prior learning and building on this through the acquisition of new skills. It is agreed that accredited training is important to the development of Employee skills and that relevant training shall be accessible wherever practicable.
- (b) Employees will be provided with opportunities for appropriate training and development during school hours (where applicable).
- (c) Each Employee's prior learning will be recognised and built upon through the acquisition of new skills. Accredited training shall be used wherever possible.
- (d) Principals will ensure that all Employees party to the General Agreement have equitable access to Professional Development through the provisions of the School Grant in any school year.

#### **8. School Workload Advisory Committee**

- (a) Where a Workload Advisory Committee (WAC) exists in a school then Employees have the right to representation on the Committee.
- (b) Where a WAC does not exist, and Employees request that one is established, the Principal may establish a WAC. The request will be made in writing to the Principal or Business Manager.

- (c) The WAC may, among other things, provide workload related information and advice to the Principal during the school year in order to assist with improving teaching and learning outcomes.
- (d) To assist in the management of workload in the school, the WAC is to make recommendations to the Principal about how to use school resources to address workload issues.
- (e) It is recognised that the Principal has ultimate responsibility and authority for the operation of the school, including the allocation of resources, timetables and allocation of work.

**9. Home Economic Assistants – Conditions of Employment**

- (a) This General Agreement shall apply to all Home Economic Assistants, with the exception of clause 22 – Wages and Schedules 2A, 2B, 2C and 2D of this General Agreement.
- (b) The following provisions of the Education Assistants’ (Government) General Agreement 2021 shall apply to Home Economic Assistants:
  - (i) clause 32 – Home Economic Assistants;
  - (ii) clause 35 – Wages; and
  - (iii) subclause (e) – Home Economic Assistants of Schedule 2 – Wages.
- (c) This General Agreement shall be read in conjunction with the *Cleaners and Caretakers (Government) Award 1975* and the *Miscellaneous Government Conditions and Allowances Award A 4 of 1992* in relation to Home Economic Assistants.

**10. Home Economic Assistants – Removal of Floor Cleaning**

- (a) Home Economic Assistants no longer have to undertake the floor cleaning duties. This includes the end of day cleaning and vacation “strip and sealing”. Home Economic Assistants however will still, on as needs basis, clean the floor throughout the teaching day.

**11. Gardeners - Annual Leave**

- (a) Gardeners may take annual leave during the year in which it accrues subject to the approval of the Employer.
- (b) Gardeners shall not proceed on annual leave over summer between the period 31 October and March 30, unless:
  - (i) the school is automatically irrigated; or
  - (ii) operational requirements are satisfied and agreement is reached with the Employer.

**12. Gardeners - Sun-Safe Uniforms**

- (a) When the circumstances of work to be done by Gardeners is in an open air environment without protection from the sun the Employer shall provide, free of charge, such an Employee with an appropriate sun safe uniform, sunscreen lotion and/or other protection from the direct rays of the sun.

- (b) The Employer shall provide free of charge the following number and type of uniforms to each full-time Gardener (pro-rata for part-time Employees):
  - (i) three pairs of long trousers and five long sleeved shirts; and
  - (ii) uniforms are replaced annually or earlier when necessary on a fair wear and tear basis.
- (c) The Employer determines the sun safe material, colour, pattern and conditions of the uniforms issued.
- (d) At all times the uniforms issued to the Employee remains the property of the Employer.
- (e) The standard uniform issued may be varied by agreement between the Employer and the Union where a school has the need for particular items of clothing to be worn. Each Employee must have sufficient number of uniforms to ensure a clean uniform daily.
- (f) Gardeners required to wear uniforms are entitled to all reasonable laundry expenses and as such are each paid an allowance of \$2.15 per week when full-time or otherwise on a pro rata basis.
- (g) To be effective from Term 4 2007.

**13. Gardeners and Rescheduling of RDO's**

- (a) This clause shall be read in conjunction with clause 8(3) of the *Gardeners (Government) 1986 Award No. 16 of 1983*.
- (b) An employee may request to re-schedule a rostered day off (RDO). The Employer shall consider the request subject to operational requirements. Where there is mutual agreement to change the date of the RDO, that day must be rescheduled as an RDO within 10 days from when it was originally rostered.
- (c) Where an RDO is rescheduled in accordance with this clause, overtime rates shall not be paid for the hours worked on a day that would have ordinarily been observed as an RDO.

**14. Cleaners - Recognition of Prior Service for**

- (a) Level 2 Cleaners who can demonstrate at least twelve months experience in a school or relevant commercial setting immediately prior to employment will commence at Level 2 Step 2.

**15. Cleaners and Home Economic Assistants – Annual Leave Loading**

- (a) This clause applies to Cleaners employed under the *Cleaners and Caretakers (Government) Award 1975*.
- (b) This clause replaces the annual leave loading provisions of the Award.
- (c) A loading of 17.5% calculated on the ordinary wage rate for a maximum of 4 weeks' annual leave shall be paid to Employees on the first pay period in December in the calendar year in which the leave accrues.

- (d) The leave loading to be paid to Employees who are in the service of the Employer prior to or engaged after 1 January in each year shall be the leave loading anticipated to be due on 31 December of that year.
- (e) The maximum payment of the loading provided for in subclause 14(c) shall be as per clause 45 – Annual Leave Loading of the General Agreement.
- (f) Part time Employees shall be paid a proportion of the annual leave loading at the wage rate applicable, provided that the maximum loading payable shall be calculated in accordance with the following:

Average hours of work per fortnight in the calendar year in which the leave accrues	x	Maximum loading in accordance with Clause 14(e)
76		1

- (g)
  - (i) The loading is calculated on the rate of the normal fortnightly wage, including any allowances which are paid as a regular fortnightly or annual amount.
  - (ii) Any allowance paid to an Employee for undertaking higher duties is only included if the allowance is payable during any period of leave taken during the calendar year.
- (h) An Employee must refund any leave loading paid in December if the Employee resigns, or ceases employment, or where an Employee is dismissed prior to 31 December of that year. This provision does not apply in the event of death of an Employee or if the Employee retires.
- (i) Where payment in lieu of accrued or pro rata annual leave is made on the death or retirement of an Employee, a loading calculated in accordance with the terms of this clause is to be paid on accrued and pro rata annual leave.
- (j) When an Employee resigns, or ceases employment, or where an Employee is dismissed, annual leave loading shall be paid as follows:
  - (i) Accrued entitlements to annual leave – a loading calculated in accordance with the terms of this clause for accrued leave is to be paid.
  - (iii) Pro rata annual leave – no loading is to be paid.
- (k) The loading does not apply to cadets on full time study.
- (l) For the purposes of the annual leave loading payment, an employee’s anniversary date for annual leave accrual is 1 January in the calendar year in which the leave accrues.

**16. Cleaners - Hours of Work**

- (a) This clause applies in lieu of clause 3.1.1(e) of the *Cleaners and Caretakers (Government) Award 1975*.

- (b) Notwithstanding the provisions of subclause 3.1.1(b) of the *Cleaners and Caretakers (Government) Award 1975*, where the majority of school Cleaners request to start earlier than 6:00 a.m., and the Principal approves, this will be confirmed in writing. Under no circumstances are Cleaners allowed to start work more than 4.5 hours before the official opening time of the school at which they are employed.
- (c) In considering a request made in accordance with subclause 15(b) of this Schedule the Principal will take into account, but is not limited to, such factors as:
  - (i) operational needs of the schools;
  - (ii) natural and artificial lighting;
  - (iii) safety and security of the cleaning staff; and
  - (iv) security of school premises and property.
- (d) Where the Principal has approved a request in accordance with subclause 15(b) of this Schedule for Cleaners to start earlier than 6:00 a.m., no overtime or shift work penalties will be applied to those hours.
- (e) In the event that the Cleaner in Charge does not agree to an earlier start time, but the majority of Cleaners do, another Cleaner may volunteer to take responsibility for opening the school and switching off the security alarm system. Under such circumstances, no additional allowances are payable to the Cleaner who elects to undertake this duty.
- (f) In circumstances where Cleaners have agreed to commence work earlier than 6:00 a.m., a review of the early start times may be initiated either by the Principal taking into account school operational needs, or the Cleaner in Charge on behalf of Cleaners.

## **17. School closures**

- (a) In the event of a temporary closure of a school, employees may be required by the Employer to:
  - (i) temporarily undertake alternative duties at the employee's usual workplace or at another workplace; or
  - (ii) temporarily cease work
- (b) Employees are to be paid their ordinary wages for any day on which they are advised by the Employer to temporarily cease work, as per clause 17(a)(ii) of this Schedule.
- (c) Clause 17(b) does not apply to Employees who:
  - (i) refuse to undertake alternative duties as per 17.1 (a). Employees that refuse to undertake alternative duties will be provided the option to apply for leave or will be placed on leave without pay for the duration of the temporary closure;
  - (ii) are on any form of approved leave at the time of the temporary closure of the school, for the duration of the approved leave; or
  - (iii) casual employees.

**18. Cleaners and Home Economic Assistants – Student Vacation Period**

- (a) For the purposes of this clause “Award” shall mean the *Cleaners and Caretakers (Government) Award 1975*.
- (b) Annual leave
  - (i) In addition to clause 6.1.5 of the Award and subject to the provisions of subclauses 18(b)(ii) to (iv) of this Schedule, the Employer may direct an Employee to proceed on annual leave during the summer student vacation period.
  - (ii) The Employer may require an Employee to proceed on up to four weeks’ annual leave during the summer student vacation period for the purpose of allowing annual leave to be taken or to meet a school’s operational requirements.
  - (iii) An Employee with less than a full year's service may be required to proceed on up to four weeks’ leave but shall only be entitled to payment during such period for the number of days' annual leave due to them.
  - (iv) Notwithstanding subclause 18(b)(iii) of this Schedule, an Employee may, with the approval of the Employer, be allowed to take the annual leave before the Employee has accrued the entitlement pursuant to subclause 6.1.3(a) of the Award.
  - (v) Where an Employee takes a period of annual leave in accordance with subclause 18(b)(iv) of this Schedule and subsequently terminates their employment, the provisions of subclause 6.1.4(c) and (d) of the Award shall apply.
  - (vi) The Employer may retain such Employees during the student vacation period as may be required.
- (c) Accrued (rostered) days off
  - (i) The provisions of this subclause shall be read in conjunction with clause 3. – Hours of Work of the Award.
  - (ii) Subject to clauses 3.1 – Hours and 3.4 - Rostered Day Off (38 Hour Week) of the Award, an Employee shall be entitled to 12 paid accrued days off each calendar year.
  - (iii) Subject to subclause 18(c)(iv) of this Schedule, accrued days off shall be taken in four day groups during the student vacation periods following the first, second and third school terms.
  - (iv) Nothing in this clause shall prevent the accrued days off being observed in accordance with clause 3.4 – Rostered Day Off (38 Hour Week) of the Award to suit the circumstances of the Employer.

(d) Compaction of hours for part time employees during student vacation leave

- (i) A part time Employee may request, that the Principal permits the Employee to compact their normal working hours into fewer days during the student vacation period.
- (ii) A Cleaner who wishes to compact their normal working hours over the student vacation period requires the agreement of the Cleaner in Charge and approval of the Principal. A request to compact hours will not be unreasonably refused.
- (iii) A Home Economic Assistant who wishes to compact their normal working hours over the student vacation period requires the agreement of the Manager Corporate Services and approval of the Principal. A request to compact hours will not be unreasonably refused.
- (iv) No Employee shall work in excess of eight hours per day under a compaction arrangement.
- (v) Where a public holiday falls during the student vacation period in which a compaction arrangement is in place, the day shall be paid as a public holiday and no work or accrued day off is required on that day.
- (vi) Nothing in subclause 18(d)(iv) of this Schedule shall prevent the Employer from requiring an Employee to work on a public holiday, to be paid in accordance with clause 6.4 – Public Holidays of the Award.

**19. Redeployment distance**

- (a) When considering a suitable position in accordance with subclause 63.3 of the Agreement, the employer should also consider the reasonableness of the required travelling distance between the home address and/or current school address and the proposed suitable position.

## **Schedule 6 – Agency Specific Schedule – Department of Education – Residential Colleges**

The provisions of this Schedule shall only apply to Employees of the Department of Education working in the Residential Colleges that were previously part of the Country High School Hostels Authority covered by the General Agreement.

### **1. Gardeners/Groundspersons - Hours of Work**

- (a) This Clause replaces subclause 6(1)(b) – Hours of the *Country High Schools Hostels Award 1979* in so far as it applies to Gardeners and/or Groundspersons.
- (b) As a means of working a 38 hour week, Gardeners and/or Groundspersons shall be entitled to payment including shift and weekend penalties:
  - (i) for one day per month on which Gardeners and/or Groundspersons shall not be required to attend for work; or
  - (ii) for the following days on which Gardeners and/or Groundspersons shall not be required to attend for work:
    - (aa) three agreed days during the first school term vacation in each year;
    - (bb) two agreed days during the other school term vacations; and
    - (cc) five agreed days during the Christmas vacation;

whichever arrangement meets the operational requirements of the Employer and is agreed to by the Employee.



## **Schedule 7 – Agency Specific Schedule – Department of Planning, Lands and Heritage (Fremantle Prison)**

The provisions of this Schedule shall only apply to Employees of the Department of Planning, Lands and Heritage covered by this General Agreement who work at Fremantle Prison.

### **1. Definitions**

For the purposes of this Schedule:

- (a) “Award” means the *Cultural Centre Award 1987*.
- (b) “Employee” means a person employed by the respondent who holds the title of Ticket Seller, Tour Guide, or Tour Guide Supervisor.
- (c) “Ticket Seller” means an Employee whose primary role is customer service including the sale of tickets to customers taking tour bookings and answering general inquiries. The Ticket Seller is to be remunerated in accordance with the Receptionist Attendant classification provided in Schedule 2 of the General Agreement.
- (d) “Tour Guide” means an Employee whose primary role is to lead tours through the Fremantle Prison tourist complex and present information to customers in the facility. The Tour Guide is to be remunerated in accordance with the Receptionist Attendant classification provided in Schedule 2 of the General Agreement.
- (e) “Tour Guide Supervisor” means an Employee whose primary role is to coordinate tours with Tour Guides and undertake tours as required. The Tour Guide Supervisor is to be remunerated in accordance with the Attendant Supervisor classification provided in Schedule 2 of the General Agreement.

### **2. Hours**

- (a) The full-time ordinary hours of duty shall be 38 hours per week.
  - (i) The ordinary working hours for part time Employees shall be less than 38 hours per week.
  - (ii) All part time Employees shall be provided with a contract of employment stipulating each Employees’ minimum number of working hours per week.
- (b) The aggregate of all Employees’ minimum contracted working hours per week will not exceed the total hours required to meet the needs of Fremantle Prison’s regular advertised tour schedule.
- (c) Unless extra hours are worked, part time Employees will continue to receive their normal part time wage on a fortnightly basis.
- (d) Employees shall be rostered for at least two consecutive days off work in each seven-day period, unless the Employer and the Employee agree to vary this requirement to provide for non-consecutive days off work. These days do not have to fall on a weekend.
- (e) Employees shall be rostered for a minimum of three hours for any one shift.
- (f) Ordinary hours shall not exceed eight in any one shift.

### 3. Tunnel Allowance

- (a) An Employee required to work underground as part of the tunnel tours in Fremantle Prison shall be paid an allowance in addition to any other amount prescribed in this Agreement in recognition that underground tours may be subject to confined, dirty and wet conditions.
- (b) The allowance is adjusted in accordance with the following table:

Effective date	1 January 2021	1 January 2022
Rate (per hour)	\$2.14	\$2.18

### 4. Torch Light Tour Allowance

- (a) A torchlight allowance is payable per hour to tour guides, ticket sellers and supervisors required to work the Torch Light Tours shifts, in recognition of the shorter than normal evening shift that may be required to provide such tours.
- (b) The allowance is adjusted in accordance with the following table:

Effective date	1 January 2021	1 January 2022
Rate (per hour)	\$15.06	\$15.32

### 5. Rostering

- (a) A roster of the ordinary working hours shall be posted at Fremantle Prison in such a place as it may be readily and conveniently seen by each worker concerned.
- (b) The roster shall be drawn up in such a manner as to show the ordinary working hours of each Employee relating to the regular advertised tour program two weeks in advance of the roster period.
- (c) A further detailed two-week roster that includes both the working hours of each Employee relating to the regular advertised tour program under subclause 5(b), and such additional hours that are required to meet ad hoc tour bookings and special events, shall be drawn up and posted not less than five working days prior to the commencement of the next roster period.
- (d) The roster referred to in subclause 5(b) may be altered to increase hours of part-time Employees by mutual consent (recorded and signed by both parties) between an Employee and the Employer in accordance with 18(5) of the Award. The additional hours shall be remunerated at the appropriate base rate, including any shift or weekend penalties, but shall not include overtime loading unless the shift length exceeds 8 hours.
- (e) Provided that the hours worked by part-time Employees shall not amount to more than 38 hours in any given week.
- (f) Part-time Employees may request on a twelve monthly basis or earlier that their contracted hours of work will be reviewed. An Employee's contracted hours of work may be varied subject to agreement by the Employer and the ongoing requirements of the Fremantle Prison. Notwithstanding this, hours worked for the purposes of covering long service leave, workers

compensation, annual leave, leave without pay, temporary vacancies, or sick leave shall not be considered in the review of the employee's contracted hours.

**6. Consultative Committee**

- (a) A consultative committee shall be established to resolve issues with for example, hours, rostering arrangements and casual conversions.
- (b) The Committee shall be constituted by representatives of the Employer, the Employees and the Union and shall meet monthly or otherwise agreed by the Committee.

## Schedule 8 – Agency Specific Schedule – Zoological Parks Authority

### 1. Compost Allowance

- (a) An Employee covered by this Agreement and required to undertake the task of turning over the compost in the designated Zoo compost shed or clear away and clean wet bins shall receive an allowance of \$6.31 for every hour or part thereof whilst engaged in that work.
- (b) The compost allowance will increase in accordance with State Wage Case decisions as handed down by the Western Australian Industrial Relations Commission and applied from the date of each decision.

### 2. Firearms Allowance

- (a) An Employee who either volunteers or accepts a nomination by the Employer to acquire and maintain competency in the use of firearms shall respond appropriately in the event of a workplace emergency if rostered on at a time that emergency occurs.
- (b) An Employee covered by this Agreement who is required to utilise firearms in the event of a workplace emergency shall be paid a firearms allowance per fortnight in accordance with the table below.

Effective date	1 January 2021	1 January 2022
Rate (per fortnight)	\$24.40	\$24.80

- (c) The cost of an Employee acquiring and maintaining competence in the use of firearms for the purposes of this clause shall be borne by the Employer.
- (d) The Employer shall determine the number of staff who are at any one time required to maintain competence in the use of firearms for the purposes of this clause.
- (e) Where a part-time Employee is eligible for the payment of an allowance under this clause such allowance shall be calculated on a pro-rata basis having regard for any variations to the Employee's working hours over that fortnight.
- (f) The firearms allowance will not be paid during any period of leave.
- (g) No Employee shall be required by the Employer to accept a nomination to acquire and maintain competency or utilise firearms against their volition.

## **Schedule 9 – List of Respondents**

The Employing Authority of each of the following:

Botanic Gardens and Parks Authority

Central Regional TAFE

Department of Biodiversity, Conservation and Attractions

Department of Communities

Department of Education

Department of Health

Department of Justice

Department of Local Government, Sport and Cultural Industries

Department of Planning, Lands and Heritage

Department of Primary Industries and Regional Development

Forest Products Commission

North Metropolitan TAFE

North Regional TAFE

Perth Theatre Trust

Rottneest Island Authority

South Metropolitan TAFE

South Regional TAFE

Western Australian Museum

Western Australia Police

Zoological Parks Authority