

PUBLIC SECTOR CSA AGREEMENT 2022**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

PARTIES	CHEMISTRY CENTRE (WA) AND OTHERS	APPLICANTS
	-v-	
	THE CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA INCORPORATED	RESPONDENT
CORAM	PUBLIC SERVICE ARBITRATOR SENIOR COMMISSIONER R COSENTINO	
DATE	TUESDAY, 21 FEBRUARY 2023	
FILE NO	PSAAG 1 OF 2023	
CITATION NO.	2023 WAIRC 00101	

Result Agreement registered

Representation

Applicants Ms K Coletta and Ms J Broderick

Respondent Ms J Moore of counsel, Ms M Bray and Ms H Harper


Order

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

AND WHEREAS I, the undersigned am satisfied that the agreement meets the requirements of the Act and that it should be registered;

AND HAVING heard from Ms K Coletta and Ms J Broderick on behalf of the applicants and Ms J Moore of counsel, Ms M Bray and Ms H Harper on behalf of the respondent, the Public Service Arbitrator, pursuant to the powers conferred under the Act, hereby orders –

THAT the agreement made between the parties filed in the Registry of the Commission on 10 February 2023 entitled *Public Sector CSA Agreement 2022* attached hereto be registered as an industrial agreement with effect from 21 February 2023 in replacement of the *Public Sector CSA Agreement 2021* which by operation of s 41(8) of the Act is hereby cancelled.

 (Sgd.) R. COSENTINO

SENIOR COMMISSIONER R COSENTINO
PUBLIC SERVICE ARBITRATOR

PUBLIC SECTOR CSA AGREEMENT 2022

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Public Sector CSA Agreement 2022.

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PART 1: APPLICATION OF THIS AGREEMENT

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3. DEFINITIONS

For the purpose of this Agreement the following definitions apply.

- 3.1 “2019 Agreement” means the Public Sector CSA Agreement 2019.
- 3.2 “Agency” means:
- (a) a department, SES organisation, or non-SES organisation, as defined in the *Public Sector Management Act 1994 (WA)*, in relation to Employees employed under the *Public Service Award 1992*; or
 - (b) a public authority listed in Item (3) of Schedule 6 – Parties to this Agreement of this Agreement, in relation to Employees employed under the *Government Officers Salaries, Allowances and Conditions Award 1989*.
- 3.3 “Agency Specific Agreement” (ASA) means an industrial agreement developed in accordance with clause 9 – Agency Specific Agreements of this Agreement, read in conjunction with this Agreement and the Applicable Award.
- 3.4 “Agreement” means the Public Sector CSA Agreement 2022.
- 3.5 “Applicable Award” is determined by the scope and responsency of the *Public Service Award 1992* or the *Government Officers Salaries, Allowances and Conditions Award 1989*.
- 3.6 “child” and “grandchild” includes children of a multiple birth or adoption.
- 3.7 “casual Employee” means a Casual Officer as defined in clause 6 – Definitions of the Applicable Award.
- 3.8 “Employee” means an employee to whom this Agreement applies as prescribed in clause 5.2 of this Agreement.
- 3.9 “Employer” means:
- (a) an employing authority as defined by section 5 of the *Public Sector Management Act 1994 (WA)*, in relation to Employees employed under the *Public Service Award 1992*; or
 - (b) the employing authority of an Employer party listed in Item (3) of Schedule 6 – Parties to this Agreement.
- 3.10 “GSLR” means Government Sector Labour Relations. GSLR is responsible for the coordination and governance of all public sector labour relations matters, in accordance with Premier’s Circular 2021 /03 – Government Labour Relations Management Framework or its replacement.
- 3.11 “Ordinary rate of salary” means rate of salary in Schedule 2 – General Division Salaries, Schedule 3 – Specified Calling Salaries or Schedule 4 – Legal Grade Salaries of this Agreement.
- 3.12 “Partner” means spouse or a de facto partner.

- 3.13 “PSC” means Public Sector Commission.
- 3.14 “Public Sector” means:
- (a) all agencies, ministerial offices and non-SES organisations as defined in section 3 of the *Public Sector Management Act 1994* (WA); and
 - (b) employing authorities as defined in section 5 of the *Public Sector Management Act 1994* (WA).
- 3.15 “Redeployment period” means the redeployment period as defined by regulation 28 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA).
- 3.16 “Regional employee” means any Employee other than one whose assigned headquarters are within the metropolitan area as defined by the Applicable Award.
- 3.17 “Registered employee” means a registered employee as defined by section 94 (1A) of the *Public Sector Management Act 1994* (WA).
- 3.18 “Registrable employee” means a registrable employee as defined by section 94 (1A) of the *Public Sector Management Act 1994* (WA).
- 3.19 “Replacement Agreement” means the industrial agreement which cancels and replaces this Agreement, as referred to at clause 6.2 of this Agreement.
- 3.20 “Replacement employee” means an Employee specifically engaged to replace an Employee proceeding on maternity leave, adoption leave, other parent leave or unpaid grandparental leave.
- 3.21 “Suitability” means Suitable office, post or position or Suitable employment as defined by section 94 (6) of the *Public Sector Management Act 1994* (WA) as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA).
- 3.22 “Suitable office, post or position”, and “Suitable employment” have the meaning given in section 94 (6) of the *Public Sector Management Act 1994* (WA) as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA).
- 3.23 “Surplus employee” means either a Registrable employee or a Registered employee.
- 3.24 “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* (WA).
- 3.25 “TAFE colleges” means Technical and Further Education colleges.
- 3.26 “Union” means The Civil Service Association of Western Australia Incorporated.
- 3.27 “WAIRC” means the Western Australian Industrial Relations Commission.

4. PURPOSE OF AGREEMENT

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

- (a) provide salary increases in accordance with this Agreement, for Employees bound by this Agreement;
- (b) in conjunction with the Applicable Award, provide a core set of employment conditions for Employees bound by this Agreement; and
- (c) allow the parties to negotiate ASAs in accordance with clause 9 – Agency Specific Agreements of this Agreement.

5. APPLICATION AND PARTIES BOUND

5.1 This agreement cancels and replaces the Public Sector CSA Agreement 2021.

5.2 The parties bound by this Agreement are listed in Schedule 6 – Parties to this Agreement.

5.3 (a) Subject to clause 5.3 (b), this Agreement applies to:

- (i) all public service officers and executive Employees, employed under Part 3 or Part 8, section 100 of the *Public Sector Management Act 1994* (WA) or continuing as such by virtue of clause 4 (c) of Schedule 5 of that Act, and covered by the *Public Service Award 1992*; and
- (ii) all government officers, within the meaning of the *Industrial Relations Act 1979* (WA), employed by an Employer party listed in Item (3) of Schedule 6 – Parties to this Agreement of this Agreement and covered by the *Government Officers Salaries, Allowances and Conditions Award 1989*.

who are members of or eligible to be members of the Union.

(b) This Agreement does not apply to:

- (i) a chief executive officer as defined in section 3 (1) of the *Public Sector Management Act 1994* (WA);
- (ii) those government officers listed in Schedule B of the *Government Officers Salaries, Allowances and Conditions Award 1989*;
- (iii) employees whose remuneration payable is determined or recommended pursuant to the *Salaries and Allowances Act 1975* (WA); or
- (iv) employees whose remuneration is determined by an Act to be at a fixed rate, or is determined by the Governor pursuant to the provisions of any Act.

5.4 As at the date of registration the approximate number of Employees bound by this Agreement is 33,365.

5.5 This Agreement must be read in conjunction with the Applicable Award.

- 5.6 Provisions in the Applicable Award that deal with subject matters not otherwise dealt with by this Agreement are preserved at the date of registration. For the purposes of this clause, these provisions are referred to as the “preserved provisions”.
- 5.7 Subsequent to the registration of this Agreement, any variations to provisions of the Applicable Award issued through orders of the WAIRC prevail over the preserved provisions to the extent of any inconsistency.
- 5.8 Subject to clause 5.7, where the provisions of the Applicable Award and this Agreement are inconsistent, this Agreement prevails.
- 5.9 The ASAs listed at Schedule 5 – Agency Specific Agreements of this Agreement continue in force unless replaced by a subsequent agreement or a party withdraws from the agreement.

6. TERM OF AGREEMENT

- 6.1 This Agreement operates from the date of registration and, in accordance with section 41 of the *Industrial Relations Act 1979* (WA), expires on 12 June 2024.
- 6.2 The parties to this Agreement agree to re-open negotiations for a replacement Agreement at least six months prior to the expiry of this Agreement with a view to implement a replacement Agreement on 13 June 2024.

7. NO FURTHER CLAIMS

- 7.1 The parties to this Agreement undertake that, for its term, salary increases cannot be sought or granted other than those provided under the terms of this Agreement. This includes salary adjustments arising out of State Wage Cases. Such increases are absorbed in the salaries set out in this Agreement.
- 7.2 The parties to this Agreement undertake that, for its term, further claims cannot be made on matters contained in this Agreement except where specifically provided for.

8. CORE CONDITIONS

- 8.1 The core conditions of employment for Employees covered by this Agreement are the terms and conditions provided for in this Agreement, with the exception of clause 22 – Hours of this Agreement provided an average of no more than 37.5 hours per week is worked as ordinary hours, and the following provisions contained in the Applicable Award.

	Core condition	Employees employed under the <i>Public Service Award 1992</i>	Employees employed under the <i>Government Officers Salaries, Allowances and Conditions Award 1989</i>
(a)	Contract of Service	Clause 8	Clause 8
(b)	Purchased Leave – Deferred Salary Arrangement	Clause 14	Clause 14
(c)	Salary Packaging Arrangement	Clause 15	Clause 15

	Core condition	Employees employed under the <i>Public Service Award 1992</i>	Employees employed under the <i>Government Officers Salaries, Allowances and Conditions Award 1989</i>
(d)	Supported Wage	Clause 16	Clause 16
(e)	Traineeships	Clause 17	Clause 17
(f)	Annual Increments	Clause 18	Clause 18
(g)	Higher Duties Allowance	Clause 19	Clause 19
(h)	Annual Leave	Clause 23	Clause 23
(i)	Public Holidays	Clause 24	Clause 24
(j)	Long Service Leave	Clause 25	Clause 25
(k)	Cultural/Ceremonial Leave	Clause 33	Clause 33
(l)	Blood/Plasma Donors Leave	Clause 34	Clause 34
(m)	Emergency Service Leave	Clause 35	Clause 35
(n)	Union Facilities for Union Representatives	Clause 36	Clause 36
(o)	Representation Rights	Clause 36A	Clause 36A
(p)	Leave to Attend Association Business	Clause 37	Clause 37
(q)	Trade Union Training Leave	Clause 38	Clause 38
(r)	Defence Force Reserves Leave	Clause 39	Clause 39
(s)	Witness and Jury Service	Clause 41	Clause 40
(t)	Keeping of and Access to Employment Records	Clause 57	Clause 58
(u)	Right of Entry and Inspection by Authorised Representatives	Clause 59	Clause 60
(v)	Copies of Award	Clause 60	Clause 61

9. AGENCY SPECIFIC AGREEMENTS

- 9.1 The primary industrial instruments for regulating pay and conditions for Employees are the Applicable Award and this Agreement. An ASA must be read in conjunction with the Applicable Award and this Agreement and except where this Agreement identifies conditions as core, the ASA prevails over this Agreement and the Applicable Award to the extent of any inconsistencies.
- 9.2 Core conditions of employment referred to in clause 8 – Core Conditions of this Agreement cannot be the subject of an ASA, other than the exception pertaining to the TAFE colleges provided in clause 36.2 (b).

- 9.3 The parties accept that ASAs can only be made in the following circumstances:
- (a) where an existing ASA is due to expire and the parties seek to register a replacement ASA; 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.
- 9.4 If the parties are unable to reach agreement the matter can be referred by either party to the WAIRC.

PART 2: SALARY RELATED MATTERS

10. SALARIES

- 10.1 The annual salaries provided for by this Agreement are those contained in Schedule 2 – General Division Salaries, Schedule 3 – Specified Calling Salaries and Schedule 4 – Legal Grade Salaries of this Agreement.
- 10.2 An Employee who is employed by the Employer on 21 December 2022, receives a payment equivalent to the additional annual salary increase that would have been paid had the salaries in Schedule 2 – General Division Salaries, Schedule 3 – Specified Calling Salaries or Schedule 4 – Legal Grade Salaries of this Agreement been paid on and from 13 June 2022.
- 10.3 An Employee who resigns or retires or whose employment is otherwise terminated prior to 21 December 2022 is not entitled to the payment provided in clause 10.2 of this Agreement.
- 10.4 The annual salaries provided in Schedule 2 – General Division Salaries and Schedule 3 – Specified Calling Salaries of this Agreement include full and final settlement of productivity improvements up to the date of commencement of the Public Service and Government Officers General Agreement 2011.
- 10.5 An Employee covered by clause 16 – Supported Wage of the Applicable Award is paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work the person is performing.
- 10.6 An Employee's fortnightly salary is:
- (a) determined according to the annual salaries contained in Schedule 2 – General Division Salaries, Schedule 3 – Specified Calling Salaries and Schedule 4 – Legal Grade Salaries of this Agreement;
 - (b) calculated to four decimal points; and
 - (c) rounded to the nearest one cent.
- 10.7 Subject to clause 10.3, the Employer must pay the payment provided in clause 10.2 to an Employee who, prior to 21 December 2022:

- (a) was employed in the Public Sector under a different industrial agreement to which the Union is respondent; or was employed by another Employer named in this Agreement; and
- (b) commenced employment with their current Employer within one calendar week of ceasing employment with their previous Public Sector Employer.

10.8 Notwithstanding clause 10.2, the removal of Junior Rates from Schedule 2 – General Division Salaries, applies from 21 December 2022.

11. TRAINEESHIP RATES OF PAY

11.1 This clause replaces clause 17 (2) (d) of the Applicable Award.

11.2 The annual salary applicable to full-time school-based trainees and junior trainees (under 21) is derived from the applicable age-based level 1 General Division Salary as per Schedule 2 – General Division Salaries of the Public Sector CSA Agreement 2021, adjusted according to subsequent wage increases. Accordingly, salary rates under this agreement are in accordance with the following table -

	13/06/2021	13/06/2022	13/06/2023
		<i>\$60 per week</i>	<i>\$60 per week</i>
Under 17	\$28,869	\$31,999	\$35,129
17yrs	\$33,504	\$36,634	\$39,764
18yrs	\$38,139	\$41,269	\$44,399
19yrs	\$42,776	\$45,906	\$49,036
20yrs	\$47,409	\$50,539	\$53,669
Adult	\$53,930	\$57,060	\$60,190

11.3 The salary applicable to adult trainees is level 1.1 General Division salary as per Schedule 2 – General Division Salaries of this Agreement.

12. SALARY PACKAGING

12.1 Salaries as prescribed by Schedule 2 – General Division Salaries, Schedule 3 – Specified Calling Salaries and Schedule 4 – Legal Grade Salaries of this Agreement are applied for the purposes of clause 15 (3) of the Applicable Award, regarding Total Employment Cost, and clause 15 (6) of the Applicable Award, regarding Compulsory Employer Superannuation Guarantee contributions.

13. RECOVERY OF UNDERPAYMENTS

13.1 Where an Employee is underpaid in any manner:

- (a) the Employer must, once the Employer is aware of the underpayment, rectify the error as soon as practicable;
- (b) where possible the underpayment must 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 must be paid by way of a special payment as soon as practicable.
- 13.2 An Employer must 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 salary is paid.
- 13.3 Nothing in this clause precludes the Employee's legal right to pursue recovery of underpayments.

14. RECOVERY OF OVERPAYMENTS

- 14.1 The Employer has an obligation under the *Financial Management Act 2006* (WA) to account for public monies. This requires the Employer to recover overpayments made to an Employee.
- 14.2 Any overpayment is repaid to the Employer within a reasonable period of time.
- 14.3 Where an overpayment is identified and proven, the Employer must provide the Employee with the written details of the overpayment and notify the Employee of their intent to recover the overpayment.
- 14.4 Where the Employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment are negotiated between the Employer and Employee.
- 14.5 If agreement on a repayment schedule cannot be reached within a reasonable period of time, the Employer can deduct the amount of the overpayment over the same period of time that the overpayment occurred provided:
 - (a) the Employer cannot deduct or require an Employee to repay an amount exceeding 5 per cent of the Employee's net pay in any one pay period without the Employee's agreement; and
 - (b) where necessary, an Employer can deduct money over a period of time greater than the period of time over which the overpayment occurred.
- 14.6 If the Employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter must be dealt with in accordance with clause 61 – Dispute Settlement Procedure of this Agreement. Whilst the matter is being dealt with in accordance with the Dispute Settlement Procedure no deductions from an Employee's pay relating to the overpayment can be made.
- 14.7 Nothing in this clause precludes the Employer's legal right to pursue recovery of overpayments.
- 14.8 Where an Employer alters the pay cycle or pay day, any consequential variations to an Employee's fortnightly salary and/or payments to compensate are not considered an overpayment for the purposes of this clause.

PART 3: CONTRACT OF EMPLOYMENT

15. DIRECT AND PERMANENT EMPLOYMENT

Statements of Government Preference

15.1 The Western Australian Government recognises that:

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

15.2 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 must minimise the use of casual employment, labour hire and other contract for service arrangements.

Reporting FTE Data

15.3 Within 28 days of a written request by the Union, the Employer must provide the Union with the current number of employees covered by this Agreement and the relevant FTE.

15.4 Every six months, the Employer must provide the Union with the following information:

- (a) number of employees covered by this Agreement who have separated from the Employer within the previous six months and reasons for separation consistent with the data category definitions used by the Employer's HR information system for mandatory reporting (e.g. MOIR); and
- (b) number of employees covered by this Agreement commencing employment over the previous six months.

Government Temporary Labour Hire Review

15.5 The use of temporary labour hire arrangements is limited to the circumstances set out in Approved Procedure 5 – Approved Contracts for Services Procedures (AP 5), or its replacement.

15.6 The PSC conducts regular compliance reviews to ensure Employers are complying with AP 5, or its replacement. The findings of these reviews are provided to the Peak Consultative Forum (PCF) for consideration. Employers found to be non-compliant with AP 5 must be directed to comply with AP 5.

15.7 The Union can refer concerns about the potential misuse of labour hire contracts to the PCF.

15.8 The parties acknowledge the work undertaken to date to review existing contract for service labour hire arrangements and associated procedures across the Public Sector. This review is to be completed during the life of the Agreement.

15.9 The review referred to in clause 15.8 must consider:

- (a) reasons for the use of labour hire rather than direct employment; and
 - (b) opportunities for work currently being done by labour hire arrangements to be delivered by the Public Sector where it is financially viable to do so.
- 15.10 Employers are to provide any information requested by the PCF to support the review in a timely manner.
- 15.11 Findings and recommendations from the review will be presented to Government for consideration.
- 15.12 The parties agree to consult through the PCF on any changes proposed to AP 5.

Joint Consultative Committee Access to Information

- 15.13 Within 60 days of a request being made in writing, the Employer must provide to the Joint Consultative Committee (JCC) 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.

Surplus Employees

- 15.14 Prior to engaging, or extending the engagement of, a labour hire employee, or entering into a new 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 must be assessed every three months for the possibility of a Surplus employee undertaking the role or duties. If a permanent Surplus employee can undertake the role or duties, they must be offered the employment.
- 15.15 Where more than one appropriate permanent Surplus employee exists, the following hierarchy applies 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.

16. PUBLIC SECTOR DELIVERY OF PUBLIC SERVICES

- 16.1 The Government and Employers prefer the delivery of public services to be undertaken by Employees.
- 16.2 Only in exceptional circumstances, and having considered the public interest, can work or functions currently undertaken by Employees be privatised or outsourced. Meaningful consultation must occur with the Union and affected Employees at the earliest possible opportunity.

16.3 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 must be consulted at the earliest opportunity.

17. PART TIME EMPLOYMENT

17.1 The provisions of this clause:

(a) are read in conjunction with clause 9 – Part-Time Employment of the Applicable Award, with the exception of:

(i) clause 9 (6) of the *Public Service Award 1992*; and

(ii) clause 9 (12) of the *Government Officers Salaries, Allowances and Conditions Award 1989*; and

(b) An Employee can return to work on a modified basis in accordance with the provisions contained in clause 42 – Parental Leave, of this Agreement.

17.2 An Employee can request the Employer to permit the Employee to work on a modified basis in their current position or in a position equivalent in pay, conditions and status to their current position and commensurate with the Employee's skills and abilities.

17.3 An Employee can seek to work on a modified basis that involves the Employee working on different days or at different times or both, and/or on fewer days or for fewer hours or both, than the Employee currently works.

17.4 An Employer:

(a) must give reasonable consideration to an Employee's request to work on a modified basis, particularly where the request relates to an Employee's caring responsibilities or phasing into retirement;

(b) can only refuse an Employee's request to work on a modified basis if there are grounds to refuse, that would satisfy a reasonable person, that demonstrate agreeing to the request would have on the conduct of operations or business of the Employer.

17.5 An Employer is to give the Employee written notice of the Employer's decision on a request to work on a modified basis. If the request is refused, the notice must set out the reasons for the refusal.

17.6 Right of reversion of Employees

(a) Where a full time Employee is permitted to work part time for a period of no greater than 12 months, the Employee has a right, upon four weeks' written notice, to revert to full time hours in the position previously occupied before becoming part time or a position of equal classification as soon as deemed practicable by the Employer, but no later than the expiry of the agreed period.

(b) Where a full time Employee is permitted to work part time for a period greater than 12 months, the Employee can apply to revert to full time hours in the position

previously occupied before becoming part time or a position of equal classification, but only as soon as is deemed practicable by the Employer. T The Employee can be transferred to another full time position at a salary commensurable to their previous full time position.

17.7 Variation to a part time Employee's working hours

Where agreement is reached to vary a part time Employee's ordinary working hours pursuant to the following clauses of the Applicable Award:

- (a) clause 9 (3) (c) of the *Public Service Award 1992*; or
- (b) clause 9 (1) (c) of the *Government Officers Salaries, Allowances and Conditions Award 1989*; and

the Employee works additional hours, up to 7.5 hours on any day, or additional days, up to a total of five days per week, without receiving overtime payments; the additional hours and/or days worked are considered part of the Employee's ordinary working hours. These hours are included in calculations for leave entitlements.

18. FIXED TERM CONTRACT EMPLOYMENT

18.1 Subject to this clause and in accordance with clause 8 – Contract of Service of the Applicable Award, Employees can be employed on contracts having fixed terms.

18.2 Before employing a person as a fixed term contract Employee or providing a new or extended fixed term contract to an Employee, the Employer must first consider whether any permanent Surplus employees can undertake the role or duties required. If a permanent Surplus employee can undertake the role or duties, they are offered the employment.

18.3 Notwithstanding clause 18.2, the Employer has discretion to renew an existing fixed term contract if the Employee has been in the same or similar role for more than two years and the arrangements are being reviewed for possible conversion under a process in clause 18.8.

18.4 Where more than one appropriate permanent Surplus employee exists, the following hierarchy applies 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.

18.5 In exercising their employing authority, Employers can only employ a person as a fixed term contract Employee in the following circumstances:

- (a) covering one-off periods of relief;
- (b) work on a project with a finite life;

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

18.6 Employees appointed for a fixed term must be advised in writing of the terms of the appointment, including the circumstances of the appointment as provided under clause 18.5 and the dates of commencement and termination of employment.

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

Conversion to Permanency for Fixed Term Employees

18.8 For the purposes of this clause:

- (a) an 'eligible fixed term Employee' is a fixed term Employee:
 - (i) who has completed two or more years of service:
 - (aa) in the same or a similar role;
 - (bb) under one or more fixed term contracts;
 - (cc) with the same employer or a different employer due to a machinery of government change; and
 - (dd) without a break in service;
 - (ii) who does not have a documented record of unsatisfactory performance in their role; and
 - (iii) who is engaged at a remuneration level below General Division Level 9.1 as per Schedule 2 – General Division Salaries of this Agreement.
- (b) a 'break in service' is a break between contracts of more than 30 days, attributable to fluctuating demand or business need, or taken at the request of the Employee. For employees performing work within schools or TAFE colleges, a break in service excludes any Employer initiated break due to the student vacation period.

Any period between contracts for which payment in lieu of leave has been made by the employer does not count towards calculating the 30-day period.

If a question arises in a dispute under this Agreement as to whether a break between contracts constitutes a break in service, it is the responsibility of the Employer to demonstrate the break was attributable to fluctuating demand or business need, or in response to the Employee's request, and was not imposed to avoid an obligation to review or permanently appoint an Employee.

18.9 An Employer must, no later than three months after:

- (a) the date on which an Employee became an eligible fixed term Employee;
- (b) for an Employee who is an eligible fixed term Employee on the date of registration of this Agreement – that date; and
- (c) for an Employee who continues to be employed on a fixed term contract, which can include consecutive fixed term contracts with the same Employer or a different Employer due to a machinery of government change, in the same or a similar role – each further two years without a break in service from the date referred to in paragraph (a) or (b);

review the contract and the circumstances of the work being performed by the Employee at the time of the review to determine whether the fixed term employment meets a circumstance listed in clause 18.5.

18.10 Where there is a potential change to the legitimacy of an Employees fixed term contract arrangement due to a change in circumstance listed in clause 18.5 or 18.12, the Employee can request that the Employer undertake a review in accordance with this clause. The Employer must undertake the review no later than three months after the date of the Employee's request.

18.11 If, after carrying out a review referred to in clause 18.9 or 18.10, the Employer determines the fixed term employment does not currently meet a circumstance listed in clause 18.5, the Employer must appoint the Employee permanently to the same position at their current FTE.

18.12 The requirement at clause 18.11 does not apply if the Employer certifies in writing that the role performed by the fixed term Employee can no longer be funded from within the agency or organisation's approved salary expense limits. Relevant notification and consultation obligations must be complied with prior to this certification, unless new information is identified as part of this review process.

18.13 If, after carrying out a review referred to in clause 18.9 and 18.10, the Employer determines the fixed term employment meets a circumstance listed in clause 18.5, the Employer must give the Employee in writing no later than two weeks after the date of completing the review:

- (a) a statement of the review outcome and the detailed reasons for it; and
- (b) a plain-language summary of an Employer's obligations under this clause to appoint fixed term Employees to permanent employment in accordance with this clause, and the actions the Employee can take if they disagree with the review outcome.

- 18.14 For the purposes of clauses 18.9 and 18.10, if an eligible fixed term Employee is employed under multiple, concurrent fixed term contracts with the same Employer, each contract and the circumstances of the work being performed under it is reviewed individually.
- 18.15 In consultation with the Union, the Employer will review the mechanisms and processes detailed in clauses 18.8 to 18.14 over the life of this Agreement.

Review of Commissioner’s Instruction No. 2 – Filling a Public Sector Vacancy

- 18.16 The Government commits to completing within the life of this Agreement a review of employment practices in the Public Sector as governed by Commissioner’s Instruction No. 2 – Filling a Public Sector Vacancy (CI 2). The Employment Practices Review will examine, among other things, the question of long term acting in vacant roles within the Public Sector, secondments, appointment pools, suitability lists and other recruitment practices. The review is carried out in consultation with stakeholders, including the Union and other Public Sector unions.
- 18.17 Terms of reference for the review have are to been discussed at the PCF. The final report, including recommendations for reform arising from the findings of the review, is to be tabled and discussed at the PCF and provided to the Minister for Industrial Relations for consideration.

19. CASUAL EMPLOYMENT

- 19.1 An Employer can only engage a person as a casual Employee if both the following circumstances are met:
- (a) if the hours and patterns of work fluctuate substantially and are not regular or systematic; and
 - (b) the Employee is engaged hourly, for a period of up to four consecutive weeks in each engagement.
- 19.2 The provisions of this clause replace clause 10 – Casual Employment of the Applicable Award.
- 19.3 The Employer must provide the Union with the names, work locations and business email addresses of all casual employees within two months of registration of this Agreement and subsequently, within 28 days of a request being made in writing.

Salary

- 19.4 A casual Employee is paid for each hour worked at the appropriate classification contained in Schedule 2 – General Division Salaries, Schedule 3 – Specified Calling Salaries or Schedule 4 – Legal Grade Salaries of this Agreement in accordance with the following formula:

$$\frac{\text{Fortnightly salary}}{75}$$

with the addition of casual loading in lieu of annual leave, personal leave and payment for public holidays. Casual loading is in accordance with clause 19.5.

Casual Loading

19.5 The casual loading payable is 25 per cent.

Conditions of Employment

- 19.6 (a) Conditions of employment, leave and allowances provided under this Agreement or the Applicable Award do not apply to a casual Employee with the exception of bereavement leave, long service leave, family and domestic violence leave and carers leave, public health emergency leave, compassionate leave for early pregnancy loss and foster carers leave. However, where expenses are directly and necessarily incurred by a casual Employee in the ordinary performance of their duties, the Employee is entitled to reimbursement in accordance with the Applicable Award.
- (b) The minimum period of engagement of a casual Employee is 3 hours on each engagement.
- (c) The Employer determines the appropriate increments for casual Employees by taking into consideration prior experience within the Public Sector.
- (d) Nothing in this clause confers “permanent” or “fixed term contract” officer status within the meaning of section 64 of the *Public Sector Management Act 1994* (WA). Notwithstanding, permanent positions can be created for appointment in accordance with clauses 19.8 to 19.14.
- (e) The employment of a casual Employee can be terminated at any time by the casual Employee or the Employer giving to the other one hour’s prior notice. In the event of an Employer or casual Employee failing to give the required notice, one hour’s salary must be paid or forfeited.
- (f) Neither the Overtime Allowance provisions of the Applicable Award, nor clause 22.16 – Overtime of this Agreement, applies to casual Employees. Additional hours are paid at the normal casual rate.

Caring Responsibilities

- 19.7 (a) Subject to the evidentiary and notice requirements in clause 26 – Personal Leave of this Agreement, a casual Employee is entitled to not be available to attend work or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The Employer and the casual Employee must agree on the period for which the casual Employee is entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- (c) An Employer must not fail to re-engage a casual Employee because the casual Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not engage a casual Employee are otherwise not affected.

Conversion and Appointment to Permanency for Casual Employees

19.8 For the purposes of this clause:

- (a) an 'eligible casual Employee' is an Employee described as a casual Employee who:
 - (i) has completed two or more years of service with the same Employer or a different Employer due to a machinery of government change, in the same or a similar role without a break in service;
 - (ii) who does not have a record of unsatisfactory performance in their role; and
 - (iii) is engaged at a remuneration level below General Division Level 9.1, as per Schedule 2 – General Division Salaries of this Agreement.
- (b) a 'break in service' is a period of more than 30 days during which a person is not engaged by the Employer to perform work, attributable to fluctuating demand or business need or taken at the request of the Employee. For Employees performing work within schools or TAFE colleges, a break in service excludes any Employer initiated break due to the student vacation break.
- (c) If a question arises in a dispute under this Agreement as to whether a break between contracts constitutes a break in service, it is the responsibility of the Employer to demonstrate the break was attributable to fluctuating demand or business need, or in response to an Employee request, and was not imposed to avoid an obligation to review or permanently appoint an employee.

19.9 The Employer must review the circumstances of an eligible casual Employee's employment to determine whether or not they meet a circumstance described in clause 19.1 no later than three months after:

- (a) the date on which the Employee becomes an eligible casual Employee;
- (b) for an Employee who is an eligible casual Employee on the date of registration of this Agreement – that date; and
- (c) for an Employee who has continued to be engaged as a casual Employee with the same Employer or a different Employer due to a machinery of government change without a break in service – each second anniversary of the date referred to in paragraph (a) or (b).

19.10 Following an initial review, where a casual Employee has worked for at least one further year without a break in service and can demonstrate a regular and systematic pattern of hours over a period of 12 months, the Employee can request that the Employer undertake a review in accordance with this clause. The Employer must undertake the review no later than three months after the date of the Employee's request.

19.11 If, after completing a review referred to in clause 19.9 or 19.10 the Employer determines an Employee's employment is not for an allowable circumstance listed in clause 19.1, the Employer must:

- (a) establish a new permanent position reflecting the duties of the casual role at the FTE equivalent to the average hours worked by the Employee for the preceding six months, or the proportion of FTE worked regularly and systematically without substantial fluctuation, unless the Employer certifies in writing that the role performed by the Employee:
 - (i) has been wholly or substantially externally funded and the funding source will no longer be available; or
 - (ii) can no longer be funded from within the agency or organisation's approved salary expense limits.

Relevant notification and consultation obligations must be complied with prior to this certification, unless new information is identified as a part of this review process; and

- (b) no later than two weeks after the date of the review:
 - (i) advise the Employee in writing of the review outcome and the detailed reasons for it; and
 - (ii) if the Employer has established a new position, unless a circumstance in clause 19.12 applies, offer the Employee permanent appointment to the newly established position. The offer must provide sufficient detail for the Employee to consider the implication of the decision to accept or reject permanent employment.

19.12 The Employee whose employment is the subject of a review resulting in the establishment of a new position in accordance with clause 19.11 is entitled to be appointed permanently to that position unless the Employee is in Australia on a visa with a fixed duration or a suitable surplus Employee is able to undertake the role.

19.13 If, after carrying out a review referred to in clause 19.9 and 19.10, the Employer determines the casual engagement meets a circumstance described in clause 19.1, the Employer must give the Employee in writing no later than two weeks after the date of completing the review:

- (a) a statement of the review outcome and the detailed reasons for it; and
- (b) a plain-language summary of an Employer's obligations under this clause to establish permanent positions where Employees have been working regular and systematic hours over a qualifying two-year period, and the actions the Employee can take if they disagree with the review outcome.

19.14 If an Employee does not accept an offer of permanent employment, the Employer can (at the Employer's discretion) continue to engage the Employee as a casual Employee in a different position, subject to the requirements of clause 19.1.

19.15 In consultation with the Union, the Employer will review the mechanisms and processes detailed in clauses 19.8 to 19.14 during the life of this Agreement.

20. NOTICE OF TERMINATION BY EMPLOYER FOR EMPLOYEES OVER 45 YEARS OF AGE

20.1 The provisions of this clause are read in conjunction with clause 8 – Contract of Service of the Applicable Award.

- 20.2 The period of notice for an Employee who, at the end of the day the notice is given, is over 45 years of age and has completed at least two years' continuous service with the Employer, is increased by one week.
- 20.3 The additional period of notice forms part of the notice provided under the Applicable Award or payment in lieu of notice worked out on the basis of the Employee's ordinary hours of work.

21. WORKING WITH CHILDREN CHECKS

21.1 Where an Employee is obliged to obtain a working with children check in accordance with the *Working with Children (Criminal Record Checking) Act 2004* (WA), payment for the check is as follows:

- (a) An Employer must pay the cost for an Employee obliged to obtain a working with children check after their employment has already commenced.
- (b) A new Employee must pay for their initial working with children check. An Employer has the discretion to reimburse a new Employee who commenced employment after 1 January 2006 and has paid for their initial working with children check.
- (c) An Employer must pay the cost for an Employee's working with children check renewals.

21.2 The provisions of this clause apply to all Employees, including fixed term contract and casual Employees.

PART 4: HOURS OF WORK

22. HOURS

22.1 The provisions of this clause replace the provisions of clause 20 – Hours of the Applicable Award.

Prescribed Hours

- 22.2 The prescribed hours of duty are 150 hours per four-week settlement period, to be worked between 7.00am and 6.00pm, Monday to Friday, as determined by the Employer, with a lunch break of not less than 30 minutes.
- 22.3 Subject to the lunch break, prescribed hours are worked as one continuous period. However, Employees are not required to work more than five hours continuously without a break.
- 22.4 This does not preclude Employers requiring or agreeing to the working of standard hours of 7.5 hours per day with a lunch break taken between 12.00 noon and 2.00pm. Where working of standard hours is required by the Employer, the requirement must be consistent with operational needs and customer service requirements.

- 22.5 (a) The Employer can vary the prescribed hours of duty in the Agency or any branch or section, consistent with a 150 hour four-week settlement period, to make provisions for:
- (i) the attendance of Employees for duty on a Saturday, Sunday or public holiday;
 - (ii) the performance of shift work including work on Saturdays, Sundays or public holidays; and
 - (iii) the nature of the duties of an Employee or class of Employees in fulfilling the responsibilities of their office;
- provided that where the hours of duty are so varied an Employee is not required to work more than five hours continuously without a break.
- (b) Employers wishing to vary the prescribed hours of duty to be observed are required to give one month's notice in writing to the Agency, branch, section and Employees to be affected by the change.

Ordinary Hours

- (c) Employees working during their prescribed hours of duty on a Saturday, Sunday or public holiday attract the following payment for all ordinary hours worked:
- (i) Saturdays – time and a half.
 - (ii) Sundays – time and three quarters.
 - (iii) Public holidays – double time and a half.
- (d) Subject to agreement between the Employer and the Employee, work performed during ordinary rostered hours on a public holiday can be paid at the rate of time and a half and the Employee granted , an additional day's leave, added to annual leave or taken at another time within a period of one year.

Overtime

- (e) An Employee required to work overtime on any day is paid the appropriate rates as set out in clause 22 – Overtime Allowance of the Applicable Award for all time worked.

Flexible Working Arrangements

22.6 Flexible working arrangements provide compensation for Employees for additional hours required to be worked to meet operational and customer service requirements. It is not intended that flexible working arrangements be used to accrue periods of leave. Subject to the prior approval of the Employer, an Employee can, however, take flexi leave in conjunction with periods of paid leave.

22.7 Application

- (a) Within the parameters of clause 22.2, flexible working arrangements apply unless the Employer otherwise specifies.
- (b) The Employer can limit access to, and the operation of, flexible working arrangements to ensure operational needs and customer service requirements of the Agency are met. The Employer must not unreasonably limit access to flexible working arrangements, including the banking of credit hours.
- (c) Employers wishing to vary the flexible working arrangements must give one month's notice in writing to the Agency, branch, section and Employees affected by the change.
- (d) Flexible working arrangements are available to part time, full time and fixed term contract Employees. Flexible working arrangements are available to part time Employees on a pro rata basis.
- (e) In accordance with clause 9 – Agency Specific Agreements of this Agreement, the Employer can approve alternative flexible working arrangements, provided that an average of no more than 37.5 hours per week is worked as ordinary hours.

22.8 Hours of Duty

- (a) The prescribed hours of duty can be worked with flexible starting and finishing times in accordance with the provisions of this clause.
- (b) For the purpose of leave, public holidays and public service holidays, a day is credited as 7.5 hours.

22.9 Flexitime Roster

- (a) Where a flexitime roster is required, the authorisation of the roster is the responsibility of the Employer. The roster includes the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexi leave.
- (b) The roster must cover a settlement period of four weeks and be made available to all affected Employees no later than three days prior to the settlement period commencing.
- (c) The roster must be prepared in consultation with the affected Employees, subject to the Employer retaining the right to determine arrangements to suit the operational needs of the Agency.
- (d) Subject to four weeks' notice being given to affected Employees, the Employer can withdraw authorisation of a flexitime roster.

22.10 Settlement Period

- (a) For recording time worked, the settlement period is four weeks.
- (b) The settlement period commences at the beginning of a pay period.

22.11 Credit and Banked Hours

- (a) Credit hours in excess of the prescribed hours of 150 hours per settlement period to a maximum of 15 hours can be carried forward to the next settlement period.
- (b) During a settlement period, the maximum number of credit hours cannot exceed 37.5 hours.
- (c) An additional maximum of 37.5 hours can be banked in any calendar year. Banked hours can be carried over into a new calendar year but cannot exceed 37.5 hours at any time. At the end of each settlement period hours worked in excess of the maximum 52.5 hours credit and banked hours, are lost.
- (d) On termination, resignation or transfer to another Agency, unused credit or banked hours are not paid out and are lost. However, the Employer must provide the opportunity for credit and banked hours to be cleared.

22.12 Debit Hours

- (a) Debit hours below the prescribed hours of 150 hours per settlement period to a maximum of four hours are permitted at the end of each settlement period. Such debit hours are carried forward to the next settlement period.
- (b) For debit hours in excess of four hours, an Employee is required to take leave without pay for the period necessary to reduce debit hours to four.
- (c) Employees having excessive debit hours can be placed on standard working hours in addition to being required to take leave without pay.

22.13 Maximum Daily Working Hours

A maximum of ten ordinary hours can be worked in any one day, between the hours of 7.00am and 6.00pm, except where an Employee and Employer have agreed to a different span of hours under clause 22.17, in which case a maximum of ten ordinary hours can be worked in any one day between the agreed span of hours.

22.14 Flexi Leave

- (a) Flexi leave, including both credit and banked hours, must be taken consistent with the prepared roster, where it exists, and/or subject to the prior approval of the Employer.
- (b) In any settlement period an Employee can be allowed a maximum of two days' leave taken from credit hours.
- (c) In exceptional circumstances and with the approval of the Employer, flexi leave can be taken before accrual of sufficient credit hours subject to conditions imposed by the Employer. Banked hours cannot be taken in advance of accrual.
- (d) In any settlement period a maximum of three days flexi leave can be taken from a combination of credit and banked hours. Subject to operational needs and customer

service requirements, the Employer can approve alternative arrangements to enable Employees to clear banked and/or credit hours up to the maximum of 52.5 hours.

- (e) Flexi leave can be taken in any combination of half days and full days.

22.15 Study Leave

Where study leave has been approved by the Employer in accordance with clause 30 – Study Assistance of the Applicable Award, credits are given for education commitments falling within the prescribed hours of duty and for time off necessary to allow attendance at formal classes.

22.16 Overtime

- (a) Where Employees are directed by the Employer to work more than 7.5 hours in any one day, overtime applies. Flexible working arrangements provide for the working of hours in excess of 7.5 hours per day as normal hours if the Employer and Employee agree.
- (b) For the purpose of clause 22 – Overtime Allowance of the Applicable Award, Employees receiving at least one day's prior notice to work overtime, the prescribed hours of duty on the day that overtime is performed are 7.5 hours.
- (c) Where an Employee is required to work overtime at the conclusion of a day with less than one day's notice, and:
 - (i) where the Employee has, at the commencement of that day, two hours or more flexi leave credits, the Employee must be paid overtime after five hour's work on that day, or for time worked after 3.30pm, whichever is the later;
 - (ii) where that Employee has commenced duty prior to 8.30am and has, at the commencement of that day, less than two hours flexi leave credits, the Employee must be paid overtime, for time worked after the completion of 7.5 hours on that day; or
 - (iii) where that Employee has commenced work after 8.30am and has, at the commencement of that day, less than two hours flexi leave credits, the Employee must be paid overtime for time worked after 5.30pm or after working 7.5 hours on that day, whichever is the earlier.
- (d) Where an Employee is required to work overtime at the beginning of a day with less than one day's notice, that Employee must be paid overtime for any time worked prior to the commencement time for prescribed hours of duty determined by the Employer under clause 22.2, or prior to the commencement time agreed between the Employee and the Employer under clause 22.17.

Employee Initiated Span of Working Hours

- 22.17 Notwithstanding clause 22.2, where the Employee requests and the Employer approves, an Employee can work their ordinary hours outside the span of 7.00am to 6.00pm. The working of ordinary hours outside the span of 7.00am to 6.00pm can only be implemented at an Employee's request.

- 22.18 Agreements under clause 22.17 are to be in writing and must specify the duration of the agreement, and the times during which ordinary hours are worked.
- 22.19 On receipt of a written request from the Union, the Employer must provide the Union with details of agreements made under clause 22.17 including the work location, the duration of the agreement/s, and the times during which ordinary hours are worked.
- 22.20 Where written agreement is reached between an Employer and an Employee for the Employee to work their ordinary hours outside the span of 7.00am to 6.00pm, no overtime or shift work penalties are applied to those hours.
- 22.21 An Employer must not require an Employee to work outside the span of 7.00am to 6.00pm without the payment of overtime as per clause 22 – Overtime Allowance of the Applicable Award, or the payment of shift penalties as per clause 21 – Shift Work Allowance of the Applicable Award, whichever applies.

Nine Day Fortnight

22.22 Notwithstanding clause 22.2, access to nine-day fortnight arrangements as prescribed by this clause is not available unless currently in operation in work or occupational groups, in which case those arrangements can continue. New Employees joining these groups can also work a nine-day fortnight.

(a) Hours of Duty

- (i) Prescribed hours of duty of 75 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 20 minutes.
- (ii) The Employer must determine Employees' starting and finishing times between the spread of 7.00am and 6.00pm, to ensure Agency requirements are met on each day.

(b) Lunch Break

- (i) Employees are allowed forty-five minutes for a lunch break between 12.00 noon and 2.00pm.
- (ii) Lunch breaks are arranged so that adequate staff are on duty between 12.00 noon and 2.00pm to meet Agency requirements.

(c) Special Rostered Day Off

- (i) Each Employee who works a nine-day fortnight is entitled to one special rostered day off per fortnight. This special rostered day off must be taken by the Employee in accordance with a roster prepared by the Employer showing days and hours of duty and special rostered days off for each Employee.
- (ii) Where an Employee regularly takes their special rostered day off on a particular day of the week, the Employer must give the Employee one month's written notice of any variation to the day of the week on which an Employee is to take that special rostered day off.

- (iii) Before making the decision to vary the day on which an Employee regularly takes their special rostered day off, the Employer must give reasonable consideration to an Employee's family circumstances and caring responsibilities.

(d) Leave

For the purposes of paid leave, a day is credited as 8 hours 20 minutes and the following provisions apply:

- (i) When a public holiday falls on an Employee's special rostered day off the Employee is granted a day in lieu of the holiday to be taken as soon as practicable.
- (ii) For a public holiday occurring during a period of annual leave, an additional day is added to the period of leave irrespective of whether it falls on a rostered work day or a special rostered day off.
- (iii) A four week annual leave entitlement is equivalent to 150 hours, being equivalent to eighteen rostered working days of 8 hours 20 minutes, and two special rostered days off.
- (iv) An Employee who is sick on a special rostered day off is not granted personal leave for that day and cannot be credited with an additional day off in lieu.

(e) Overtime

The provisions of clause 22 – Overtime Allowance of the Applicable Award applies for work performed prior to an Employee's nominated starting time and after an Employee's nominated finishing time in accordance with clause 22.22 (a) (ii), and on an Employee's special rostered day off.

(f) Study Leave

Credits for study leave are given for educational commitments falling due between an Employee's nominated starting and finishing times.

23. OUT OF HOURS CONTACT

23.1 The provisions of this clause replace the following clauses of the Applicable Award:

- (a) clause 22 (1) (k), clause 22 (6) and Schedule H – Part I – Out of Hours Contact of the *Public Service Award 1992*; or
- (b) clause 22 (5), and Schedule I – Part I – Out of Hours Contact of the *Government Officers Salaries, Allowances and Conditions Award 1989*.

23.2 The terms below have the following meanings.

"out of hours contact" includes the following:

- (a) (i) 'standby' means a written instruction or other authorised direction by the Employer or a duly authorised officer to an Employee to remain at the Employee's place of employment during any period outside the Employee's normal hours of duty, and to perform certain designated tasks periodically or on an impromptu basis. The Employee must be provided with appropriate facilities for sleeping if attendance is overnight, and other personal needs, where practicable.
 - (ii) Other than in extraordinary circumstances, Employees must not perform more than two periods of standby in any rostered week.
 - (iii) This provision does not replace normal overtime or shift work requirements.
 - (b) 'on call' means a written instruction or other authorised direction by the Employer or a duly authorised officer to an Employee rostered to remain at the Employee's residence or to otherwise be immediately contactable by telephone or other means outside the Employee's normal hours of duty in case of a call out requiring an immediate return to duty. The nature of the duties to be performed requires an Employee to be in a state of readiness for immediate return to duty.
 - (c) (i) 'availability' means a written instruction or other authorised direction by the Employer or a duly authorised officer to an Employee to remain contactable, but not necessarily immediately contactable by telephone or other means, outside the Employee's normal hours of duty and be available and in a fit state at all such times for recall to duty.
 - (ii) 'availability' does not include situations where Employees carry telephones or other means or make their telephone numbers or other contact details available only in the event that they are needed for casual contact or recall to work. Subject to clause 25 – Overtime of this Agreement, recall to work under such circumstances constitutes emergency duty in accordance with the following clauses of the Applicable Award:
 - (aa) clause 22 (7) – Emergency Duty of the *Public Service Award 1992*; or
 - (bb) clause 22 (6) of the *Government Officers, Salaries, Allowances and Conditions Award 1989*.
 - (d) 'return to duty' also includes, but is not limited to, situations where an Employee, if recalled to duty, can perform such duty outside the usual headquarters where the Employee performs ordinary rostered hours.
- 23.3 Where out of hours contact is a usual feature of the duties for which Employees are regularly rostered, the issue of a roster is deemed to be a written instruction.
- 23.4 (a) Except as otherwise agreed between the Employer and the Union, an Employee who is required by the Employer or a duly authorised officer to be on out of hours contact during periods off duty must be paid an allowance in accordance with the formulae below for each hour or part thereof the Employee is on out of hours contact.

Standby:	current level 3.1 weekly rate	x	$\frac{1}{37.5}$	x	$\frac{37.5}{100}$	
On call:	current level 3.1 weekly rate	x	$\frac{1}{37.5}$	x	$\frac{18.75}{100}$	
Availability:	current level 3.1 weekly rate	x	$\frac{1}{37.5}$	x	$\frac{18.75}{100}$	x $\frac{50}{100}$

Provided that:

- (i) "current level 3.1 weekly rate" is the weekly salary of a level 3.1 Employee as per Schedule 2 – General Division Salaries of this Agreement; and
- (ii) payment in accordance with this clause must not be made when payment is made in accordance with the following clauses of the Applicable Award:
 - (aa) clause 22 (3) – Overtime of the *Public Service Award 1992*; or
 - (bb) clause 22 (4) of the *Government Officers, Salaries, Allowances and Conditions Award 1989*;

when the Employee is recalled to work.
- (b) When an Employee is required to be on call or available the Employer must provide the Employee with the means of contact free of charge for the purposes of work-related activity.
- (c) Where the means of contact is to be by land line or satellite telephone fixed at the Employee's residence the Employer must:
 - (i) where the telephone is not already installed, pay the cost of such installation.
 - (ii) where an Employee pays or contributes towards the payment of the rental of such telephone, pay the Employee 1/52nd of the annual rental paid by the Employee for each seven days, or part thereof, on which an Employee is rostered to be on call or available.
 - (iii) where the usual duties of an Employee requires a regular roster to be on call or available, pay the full amount of the telephone rental.
- (d) An Employee must be reimbursed the cost of all telephone calls made on behalf of the Employer whilst on out of hours contact.
- (e) Where an Employee rostered for on call or availability is recalled to duty during the period for which the Employee is on out of hours contact then the Employee must receive payment for hours worked in accordance with the following clauses of the Applicable Award:
 - (i) clause 22 (3) – Overtime of the *Public Service Award 1992*; or

- (ii) clause 22 (4) of the *Government Officers, Salaries, Allowances and Conditions Award 1989*.
- (f) Where an Employee rostered for on call or availability is recalled to duty, the time spent travelling to and from the place at which duty is to be performed, must be included with actual duty for the purposes of overtime payment.
- (g) Minimum payment provisions do not apply to an Employee rostered for out of hours contact duty.
- (h) An Employee in receipt of an out of hours contact allowance and who is recalled to duty is not regarded as having performed emergency duty in accordance with the following clauses of the Applicable Award:
 - (i) clause 22 (7) – Emergency Duty of the *Public Service Award 1992*; or
 - (ii) clause 22 (6) of the *Government Officers, Salaries, Allowances and Conditions Award 1989*.
- (i) Employees subject to this clause must, where practicable, be periodically relieved from any requirement to hold themselves on standby, on call or availability.
- (j) No Employee is to be on out of hours contact after the last working day preceding a period of annual leave or long service leave.

24. SHIFT WORK

24.1 This clause is to be read in conjunction with clause 21 – Shift Work Allowance of the Applicable Award.

24.2 Definitions

The terms below have the following meaning and replace the definitions for Day shift, Afternoon shift and Night shift contained in clause 21 (1) of the Applicable Award:

- (a) “Day shift” means a shift commencing at or after 6.00am and before 12.00 noon.
- (b) “Afternoon shift” means a shift commencing at or after 12.00 noon and before 6.00pm.
- (c) “Night shift” means a shift commencing at or after 6.00pm and at or before 5.59am.

24.3 An Employee required to work a weekday Night shift is, in addition to the Ordinary rate of salary, paid an allowance in accordance with the following formula for each shift so worked:

$$\text{annual salary} \quad \times \quad \frac{12}{313} \quad \times \quad \frac{1}{10} \quad \times \quad \frac{20}{100}$$

24.4 Notwithstanding clause 24.3, the minimum amount payable per shift to an Employee required to work Night shift is the allowance payable to an Employee with an annual salary of level 1.4

Employee as per Schedule 2 – General Division Salaries of this Agreement using the formula provided in clause 24.3.

24.5 For the purposes of this clause “annual salary” is the Ordinary rate of salary payable for the position as prescribed in Schedule 2 – General Division Salaries, Schedule 3 – Specified Calling Salaries, or Schedule 4 – Legal Grade Salaries of this Agreement.

24.6 This Night shift allowance is paid in lieu of the night shift allowance prescribed in clause 21 (2) (a) of the Applicable Award.

25. OVERTIME

Cases Where Overtime Provisions Do Not Apply

25.1 This clause is read in conjunction with clause 22 – Overtime Allowance of the Applicable Award, with the exception of:

- (a) clause 22 (4) – Cases Where Overtime Provisions Do Not Apply of the *Public Service Award 1992*; and
- (b) clause 22 (4) (i) and (j) of the *Government Officers Salaries, Allowances and Conditions Award 1989*.

25.2 Overtime, the granting of time off in lieu of overtime, or travelling time does not apply to:

- (a) Employees whose salary, or salary and allowance in the nature of salary, is equivalent to or greater than:
 - (i) Schedule 2 – General Division Level 8.1;
 - (ii) Schedule 3 – Specified Callings Level 4.2; or
 - (iii) Schedule 4 – Legal Grade Level L3LG.2 of this Agreement.
- (b) Employees whose work is not subject to close supervision.

25.3 Notwithstanding clause 25.2:

- (a) Where it appears just and reasonable, the Employer can approve the payment of overtime or grant time off in lieu to any Employee referred to in clause 25.2 (a).
- (b) When an Employee who is not subject to close supervision is directed by the Employer to carry out specific duties involving the working of overtime, and provided such overtime can be reasonably determined by the Employee’s supervisor, then such Employee is entitled to the payment of overtime or time off in lieu of overtime in accordance with the following clauses of the Applicable Award:
 - (i) clauses 22 (3) (b) – Time off in Lieu or 22(3)(d) – Payment for Overtime of the *Public Service Award 1992*; or
 - (ii) clauses 22 (4) (b) or (c) of the *Government Officers Salaries, Allowances and Conditions Award 1989*.

PART 5: LEAVE

26. PERSONAL LEAVE

Introduction

- 26.1 The provisions of this clause replace clause 31 – Short Leave, clause 27 – Carers Leave, and clause 26 – Sick Leave of the Applicable Award.
- 26.2 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, paid carer's leave and short leave.
- 26.3 This clause commenced on 30 July 2004. An Employee's pre-existing sick leave anniversary date is maintained for the purposes of the personal leave entitlement.
- 26.4 Personal leave is not for circumstances normally met by other forms of leave.
- 26.5 This clause does not apply to casual Employees.
- 26.6 An Employee employed on a fixed term contract for a period of 12 months or more is credited with the same entitlement as a permanent Employee. An Employee on a fixed term contract for a period less than 12 months is credited on a pro rata basis for the period of the contract.
- 26.7 A part time Employee is 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 is only made for hours that would normally have been worked had the Employee not been on personal leave.
- 26.8 References to illness in this clause include physical and psychological ill health.

Entitlement

- 26.9 The Employer must credit each permanent, full time Employee with 112.5 personal leave credits for each year of continuous service as follows:

Date	Grant of Leave
On the day of initial appointment	63.75 hours
On completion of 6 months continuous service	48.75 hours
On the completion of 12 months continuous service	112.5 hours
On the completion of each further period of 12 months continuous service	112.5 hours

- 26.10 In the year of accrual the 112.5 hours personal leave entitlement can 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 of accrual, unused personal leave from that year is cumulative and hence added to personal leave accumulated from previous years.
- 26.11 Whilst Employees are able to access personal leave in accordance with clause 26.27 to ensure compliance with the *Minimum Conditions of Employment Act 1993* (WA) a minimum of 75 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.
- 26.12 Personal leave cannot be debited for public holidays that the Employee would have observed.
- 26.13 Personal leave can be taken on an hourly basis.
- 26.14 War caused illnesses
- (a) An Employee who produces a certificate from the Department of Veterans' Affairs stating that the Employee suffers from war caused illness is granted special personal leave credits of 112 hours 30 minutes (15 standard hour days) per annum on full pay in respect of that war caused illness. These credits accumulate up to a maximum credit of 337 hours and 30 minutes (45 standard hour days), and are recorded separately to the Employee's normal personal leave credit.
 - (b) Every application for personal leave for war caused illness must be supported by a certificate from a registered medical practitioner as to the nature of the illness.

Mental Health

- 26.15 The Employer is committed to providing mentally healthy workplaces. This includes working to eliminate stigma attached to mental health in the workplace and provide support and assistance to Employees (e.g. through employee assistance program services and training) to manage mental health.
- 26.16 Employers must do what is reasonably practicable to eliminate or minimise risks to psychological health and safety in the workplace. In consultation with the Work Health and Safety (WHS) Committee, Employers must assess and implement suitable control measures to eliminate or minimise workplace contributory risks in accordance with legislative requirements. The WHS Committee updates the JCC on progress as appropriate.
- 26.17 Employers must ensure that managers and supervisors undertake appropriate training to effectively prevent and manage harm from psychosocial risks identified in the workplace. The Employer must provide the JCC with data on completed training.

Variation of Ordinary Working Hours

- 26.18 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.
- 26.19 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.

26.20 Personal leave is credited pro rata on a weekly basis from the time ordinary working hours change until the next anniversary date, such that the 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

26.21 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.

26.22 The maximum number of hours debited cannot exceed one third of the employee's annual entitlement. The remaining portion of unearned personal leave is to be debited at the commencement of the subsequent anniversary year/s.

26.23 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 salary as at the date the leave was taken. No refund is required in the event of the death of the Employee.

Access

26.24 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 clauses 26.37 (re-crediting annual leave) and 26.38 (re-crediting long service leave).

26.25 If an Employee has exhausted all accrued personal leave the Employer can allow the Employee who has at least 12 months' service to anticipate up to 37.5 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 rate of salary as at the date the leave was taken, but no refund is required in the event of the death of the Employee.

26.26 In exceptional circumstances the Employer can 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

26.27 Reasonable and legitimate requests for personal leave are approved subject to available credits. Personal leave is granted 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) for planned matters that cannot be organised outside of normal working hours, or accommodated by flexible working arrangements or other leave and which are either;
 - (i) of a one-off nature; or
 - (ii) of a regular on-going nature in relation to the management of an injury or illness affecting the Employee or a member of the Employee's family or household.

- 26.28 An Employer can 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 clause 26.27 or parental leave as provided for by clause 42.6(d) – Concurrent Parental Leave of this Agreement. This leave can also be substituted with accrued annual leave, long service leave, time off in lieu of overtime, flexi leave and/or banked hours to which the Employee is entitled.
- 26.29 Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- 26.30 The definition of family is 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.
- 26.31 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 is to be provided.

Evidence

- 26.32 An application for personal leave exceeding two consecutive working days must be supported by evidence that would satisfy a reasonable person of the entitlement.
- 26.33 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 can not be reasonable or legitimate, the Employer can request evidence be provided. The Employer must provide the Employee with reasons for requesting the evidence. The leave cannot be granted where the absence is not reasonable or legitimate.
- 26.34 Personal leave is not 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.
- 26.35 Where there is doubt about the cause of an Employee's illness, the Employer can 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 the Employee's serious and wilful misconduct in the course of the Employee's 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 salary and personal leave cannot be granted.

- 26.36 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 can 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 must pay the fee for any such examination.

Re-crediting Annual Leave

- 26.37 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 can 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

- 26.38 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 can 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

- 26.39 Employees who have exhausted their personal leave entitlements and are ill or injured can apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The Employer must not unreasonably withhold this leave.
- 26.40 Personal leave without pay not exceeding a period of three months in a continuous absence does not affect salary increment dates, anniversary date of personal leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in a continuous absence, the period in excess of three months is excised from qualifying service.
- 26.41 Personal leave without pay is not available to Employees who have exhausted their personal leave entitlements and are seeking leave for circumstances outlined in clauses 26.27 (b), (c) and (d) or 26.28. However, applications for other forms of leave, including unpaid carer's leave and leave without pay, can be approved.

Other Conditions

- 26.42 Where an Employee who has been retired from the public service on medical grounds resumes employment, personal leave credits at the date of retirement must be reinstated. This provision does not apply to an Employee who has resigned from the public service and is subsequently reappointed.

26.43 Unused personal leave is not cashed out or paid out when an Employee ceases their employment.

Workers' Compensation

26.44 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 must be granted to the extent of personal leave credits. In accordance with section 80 (2) of the *Workers' Compensation and Injury Management Act 1981* (WA) where the claim for workers' compensation is decided in favour of the Employee, personal leave credit is reinstated and the period of absence is granted as personal leave without pay.

26.45 A period of personal leave without pay granted to an officer on account of an illness compensable under the provisions of the *Workers' Compensation and Injury Management Act 1981* (WA), does not affect salary increment dates, the anniversary date of personal leave credits, long service leave entitlements or annual leave entitlements provided the period of leave granted does not exceed six months in a continuous absence. Where the period of personal leave without pay granted does exceed six months in a continuous absence, only the period in excess of six months is excised from qualifying service.

Portability

26.46 This subclause applies to Employees who are employed under the *Public Service Award 1992*.

- (a) The Employer must 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 Service, the Employee^{23.1} was employed in the service of one of the following (or their replacements):
 - (aa) the Commonwealth Government of Australia;
 - (bb) any other State of Australia; or
 - (cc) a department, SES organisation, or non SES organisation, as defined in the *Public Sector Management Act 1994* (WA); or
 - (dd) statutory authorities listed in Schedule 1 of the *Financial Management Act 2006* (WA); or
 - (ee) Houses of the Parliament of the State under the separate control of the President or Speaker or under their joint control; or
 - (ff) the Health Education Council; or
 - (gg) the Western Australian Board of Nursing and Midwifery Board of Western Australia
 - (ii) the Employee's employment with the Public Service commenced no later than one week after ceasing previous employment, and

- (iii) the personal leave credited in accordance with this clause cannot be greater than that which would have applied had the entitlement accumulated whilst employed by the previous employer.
- (b) The maximum break in employment permitted by clause 26.46 (a) (ii) can be varied by the approval of the Employer provided 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.

26.47 This subclause applies to Employees who are employed under the *Government Officers Salaries, Allowances and Conditions Award 1989*.

- (a) The Employer must 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 Service 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 in accordance with this clause cannot be greater than that which would have applied had the entitlement accumulated whilst employed with the previous employer.
- (b) The maximum break in employment permitted by clause 26.47 (a) (ii) can 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

26.48 Subject to the evidence requirements set out in clauses 26.32 to 26.36, a Regional employee who requires medical attention at a medical facility in Western Australia located 240 kilometres or more from their workplace is granted paid travel time undertaken during the Employee's ordinary working hours up to a maximum of 37.5 hours per annum.

26.49 The Employer can 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.

26.50 The provisions of clauses 26.48 and 26.49 are not available to Employees whilst on leave without pay or personal leave without pay.

26.51 The provisions of clauses 26.48 and 26.49 apply as follows:

- (a) An Employee employed on a fixed term contract for a period greater than 12 months, is credited with the same entitlement as a permanent Employee for each full year of service and pro rata for any residual portion of employment.
- (b) An Employee employed on a fixed term contract for a period less than 12 months is credited with the same entitlement on a pro rata basis for the period of employment.
- (c) A part time Employee is entitled to the same entitlement as a full time Employee for the period of employment, but on a pro rata basis according to the number of ordinary hours worked each fortnight.
- (d) The provisions do not apply to casual Employees.

27. FAMILY AND DOMESTIC VIOLENCE LEAVE

27.1 In recognition that Employees sometimes face situations of violence or abuse in their personal life that can affect their attendance or performance at work the Employer agrees to the leave which is the subject of this clause. The Employer supports Employees experiencing family and domestic violence.

27.2 An Employee must not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family and domestic violence.

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

Definition of Family and Domestic Violence

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

(b) To avoid doubt, this definition includes behaviour that:

- (i) is physically or sexually abusive;
- (ii) is emotionally or psychologically abusive;
- (iii) is economically abusive;
- (iv) is threatening;
- (v) is coercive;
- (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

- 27.5 In accordance with clauses 27.6 to 27.28, an Employee, including a casual Employee, can apply for leave to deal with activities related to family and domestic violence. The Employer must assess each application and consider the personal circumstances of the Employee seeking the leave.
- 27.6 Such activities, related to family and domestic violence can 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.
- 27.7 Subject to clauses 27.5 and 27.6, an Employee experiencing family and domestic violence has access to 10 non-cumulative days per year of paid family and domestic violence leave, in addition to their existing leave entitlements.
- 27.8 Upon exhaustion of the leave entitlement in clause 27.7, Employees are entitled to up to two days' unpaid family and domestic violence leave on each occasion.
- 27.9 Family and domestic violence leave does not affect salary increment dates, personal leave entitlements, long service leave entitlements or annual leave entitlements.
- 27.10 Subject to the Employer's approval of the application, family and domestic violence leave can be taken as whole or part days off.
- 27.11 Application of the leave entitlement for casual Employees applies to the extent of their agreed working arrangements.

Notice and Evidentiary Requirements

- 27.12 The Employee must give the Employer notice as soon as reasonably practicable of their request to take leave under this clause.
- 27.13 Supporting evidence of family and domestic violence can 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.
- 27.14 Evidence can include a document issued by the police, a court, a legal service, a health professional, a counsellor, a financial institution, a family and domestic violence support service or a refuge service. A statutory declaration can also be provided.
- 27.15 Such evidence is dealt with in accordance with the confidentiality provisions in this clause. Only the Employee retains a copy of the evidence and information must not be kept on an Employee's personnel file, unless otherwise agreed.

Access to Other Forms of Leave

- 27.16 Subject to the leave provisions of this Agreement and Applicable Award, an Employee experiencing family and domestic violence can use other leave entitlements.
- 27.17 Subject to the Employer's approval of the application, and sufficient leave credits being available, leave can be taken as whole or part days off.
- 27.18 Forms of other paid leave include:
- (a) personal leave entitlements;
 - (b) annual leave;
 - (c) accrued long service leave;
 - (d) purchased leave; or
 - (e) accrued time off in lieu of overtime, flexi leave or banked hours.
- 27.19 Approval of leave without pay is subject to the provisions of this Agreement and Applicable Award.

Confidentiality

- 27.20 Employers must take all reasonable steps to ensure any information or documentation disclosed and or provided by an Employee regarding family and domestic violence is kept strictly confidential and must not be kept on an Employee's personnel file. Generally, only the Employee retains a copy of evidence for accessing family and domestic violence leave.
- 27.21 Any disclosure of information or documentation provided must be on a need-to-know basis only and only to maintain workplace safety. Where possible, disclosure must only occur with the express consent of the Employee.
- 27.22 This clause does not override any legal obligations to disclose information.

Contact Person

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

Individual Support

- 27.24 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, can:
- (a) facilitate flexible working arrangements, such as changes to hours/days worked, working different days or length of days, changed shift/rostering arrangements, in accordance with the provisions of this Agreement and Applicable 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.

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

Workplace Safety

27.26 Where an Employee raises issues of family and domestic violence the Employer is to 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.

27.27 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.

28. PURCHASED LEAVE – 42/52 ARRANGEMENT

28.1 The provisions of this clause replace clause 13 – Purchased Leave – 44/52 Salary Arrangement of the Applicable Award.

28.2 The Employer and the Employee can agree to an arrangement whereby the Employee can purchase up to ten weeks' additional leave.

28.3 The Employer must assess each application for a 42/52 salary arrangement on its merits and consider the personal circumstances of the Employee seeking the arrangement.

28.4 Priority access to purchased leave of between five and ten weeks, is to be given to Employees with caring responsibilities.

28.5 In order to access approved purchased leave, an Employee must:

- (a) satisfy the Agency's accrued leave management policy; and
- (b) take one weeks' annual leave if purchasing nine weeks' leave; or
- (c) take two weeks' annual leave if purchasing ten weeks' leave.

28.6 Notwithstanding clause 28.5 (b) and (c), the Employer can allow an Employee to access purchased leave before they have accessed one or two week's annual leave, whichever applies, where the Employee requests it. Any refusal by the Employer must be based on reasonable business grounds.

28.7 The provisions of clause 28.5 (b) and (c) do not apply to an Employee who purchases less than nine weeks' leave.

28.8 An agreement to take a reduced salary spread over the 52 weeks of the year yields the following amounts of purchased leave.

Number of weeks' salary 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

- 28.9 (a) Purchased leave does not accrue. The Employee is entitled to pay in lieu of any purchased leave not taken and, their salary is adjusted in the last pay period in February to reconcile the time worked during the previous year not included in their salary.
- (b) Untaken purchased leave is paid out at the rate at which it was purchased.
- 28.10 (a) Where an Employee in receipt of an allowance provided for in clause 19 – Higher Duties Allowance of the Applicable Award or clause 45 – Higher Duties Allowance of this Agreement takes any period of purchased leave, the Employee is not entitled to receive payment of the allowance for any period of purchased leave.
- (b) Other than when an Employee takes purchased leave, the higher duties allowance component of an Employee's salary is not affected by an agreement to reduce the Employee's salary for purchased leave purposes.
- 28.11 Overtime is paid at the Ordinary rate of salary and not the reduced rate. This also applies where overtime is referred to as a percentage of salary.
- 28.12 In the event that a part time Employee's ordinary working hours are varied during the year, the salary paid for such leave is adjusted in the last pay in February to take account of any variations to the Employee's ordinary working hours during the previous year.

29. EARLY ACCESS TO PRO RATA LONG SERVICE LEAVE

- 29.1 This clause is read in conjunction with clause 25 – Long Service Leave of the Applicable Award.
- 29.2 Subject to clause 29.4, Employees within seven years of their preservation age under Western Australian Government superannuation arrangements can, by agreement with their Employer, choose early access to their long service leave at the rate of 9.28 days per completed 12-month period of continuous service for full time Employees.
- 29.3 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.
- 29.4 Early access to pro rata long service leave does not include access to long service leave which the Employee has accumulated or become entitled to, prior to being within seven years of their preservation age.
- 29.5 Under this clause, long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.
- 29.6 Employees can, by agreement with their Employer:
- (a) clear pro rata long service leave in minimum periods of one day; and/or
 - (b) access pro rata long service leave at half, full or double pay.
- 29.7 Any period of leave taken in accordance with this clause is excised for the purpose of continuous service in accordance with the following clauses of the Applicable Award:
- (a) clause 25 (5) of the *Public Service Award 1992*; or
 - (b) clause 25 (4) of the *Government Officers Salaries, Allowances and Conditions Award 1989*.

30. PRO RATA ADDITIONAL ANNUAL LEAVE FOR SHIFT WORK EMPLOYEES

- 30.1 The provisions of this clause replace the provisions of clause 21 (2) (e) – Shift Work Allowance of the Applicable Award and are read in conjunction with all other provisions of clause 21 – Shift Work Allowance of the Applicable Award.
- 30.2 An Employee engaged on shift work who is rostered to work regularly on Sundays and/or public holidays is entitled to five days’ leave in addition to the Employee’s normal entitlement to annual leave.
- 30.3 For the purposes of this clause, “rostered to work regularly” means the Employee works at least eleven Sundays and/or public holidays in a period of up to 12 months’ continuous service.
- 30.4 This entitlement accrues according to the following table, provided that the maximum accrual must not exceed five days (37.5 hours) for each completed 12 month period of continuous service.

Number of Sundays and/or public holidays rostered and worked within a 12 month period	Additional leave entitlement (accrual portion)
3	1 day
5	2 days
7	3 days
9	4 days
11	5 days

- 30.5 Where an Employee is no longer rostered to work regularly on Sundays and/or public holidays they cease to accrue the additional leave provided by this clause.
- 30.6 The additional leave provided by this clause accrues after each 12-month period of continuous service.
- 30.7 The 12 month period of continuous service does not include any period of leave without pay exceeding 14 continuous calendar days.
- 30.8 A part time Employee is entitled to pro rata additional leave, to be calculated according to the hours the Employee worked on the Sundays and/or public holidays required for each accrual portion. Where these hours varied, the entitlement is determined according to an average of the hours worked on the Sundays and/or public holidays required for each accrual portion.
- 30.9 Where an entitlement that is superior to the provisions of this clause exists in an award or an industrial agreement, the superior entitlement is provided to the Employee.

31. PRO RATA ADDITIONAL ANNUAL LEAVE FOR NORTH WEST EMPLOYEES

31.1 The provisions of this clause replace the provisions of:

- (a) clause 23 (6) – Additional Leave for the North West of the *Public Service Award 1992*; and
- (b) clause 23 (7) of the *Government Officers Salaries, Allowances and Conditions Award 1989*; and

are read in conjunction with the other provisions of clause 23 – Annual Leave of the Applicable Award.

- 31.2 An Employee, whose headquarters are located north of 26 degrees south latitude, is entitled to 37.5 hours leave in addition to the Employee's normal entitlement to annual leave.
- 31.3 North West Employees are provided the additional leave on a pro rata basis without the requirement for an Employee to complete 12 months' continuous service in the North West. A North West Employee accrues 0.10274 hours of paid additional annual leave per day provided that the maximum accrual does not exceed 37.5 hours for each completed 12 month period of continuous service.
- 31.4 An Employee can proceed on leave by accessing the pro rata entitlement provided in clause 31.3.
- 31.5 Where an Employee is no longer located north of 26 degrees south latitude they cease to accrue the additional leave provided by this clause.
- 31.6 The additional leave provided by this clause accrues after each 12-month period of continuous service.
- 31.7 Employees do not accrue additional leave for any period of leave without pay exceeding 14 continuous calendar days. The 12-month period of continuous service does not include any period of leave without pay exceeding 14 continuous calendar days.

31.8 The provisions of this clause do not apply to an Employee in receipt of additional leave provided by the following clauses of the Applicable Award:

- (a) clause 55 – Weekend Absence from Residence of the *Public Service Award 1992*; or
- (b) clause 56 – Weekend Absence from Residence of the *Government Officers Salaries, Allowances and Conditions Award 1989*.

32. ANNUAL LEAVE LOADING

32.1 This clause replaces the following clauses of the Applicable Award:

- (a) clause 23 (11) – Leave Loading of the *Public Service Award 1992*; or
- (b) clause 23 (14) of the *Government Officers Salaries, Allowances and Conditions Award 1989*

for Employees not engaged on shift work, or commuted arrangements that incorporate leave loading.

32.2 Subject to clauses 32.4 and 32.6, a loading of 17.5 per cent calculated on an Employee’s normal rate of salary for a maximum of four weeks’ annual leave is paid to Employees on the first pay period in December in the calendar year in which the leave accrues.

32.3 The leave loading paid to Employees who are in the service of the Employer prior to or engaged after 1 January in each year is the leave loading anticipated to be due on 31 December of that year.

32.4 The maximum payment for the loading provided for in clause 32.2 cannot exceed a rate equivalent to 17.5 per cent of four weeks’ salary of a level 8.1 Employee as per Schedule 2 – General Division Salaries of this Agreement as at 1 January in the calendar year in which the leave accrues, in accordance with the following:

	Maximum leave loading for annual leave:	Maximum
(i)	Maximum leave loading payment in December 2022	\$1,828.90
(ii)	Commencing on or after 1 January 2023	\$1,883.76
(iii)	Commencing on or after 1 January 2024	\$1,940.28

32.5 Part time Employees are paid a proportion of the annual leave loading at the salary rate applicable, provided the maximum loading payable is calculated in accordance with the following:

$$\frac{\text{Average hours of work per fortnight in the calendar year in which the leave accrues}}{75} \times \frac{\text{Maximum loading in accordance with clause 32.4}}{1}$$

- 32.6 (a) The loading is calculated on the rate of the normal fortnightly salary, including any allowances which are paid as a regular fortnightly or annual amount.
- (b) 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 as provided for under clause 45 – Higher Duties Allowance of this Agreement
- 32.7 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.
- 32.8 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 paid on accrued and pro rata annual leave.
- 32.9 When an Employee resigns, or ceases employment, or where an Employee is dismissed, an annual leave loading is paid as follows:
- (a) accrued entitlements to annual leave – a loading calculated in accordance with the terms of this clause for accrued leave is paid; and
- (b) pro rata annual leave – no loading is paid.
- 32.10 The loading does not apply to Cadets on full time study.

33. ANNUAL LEAVE LOADING FOR SHIFT WORK EMPLOYEES AND EMPLOYEES ON COMMUTED ARRANGEMENTS THAT INCORPORATE ANNUAL LEAVE LOADING

- 33.1 This clause replaces the following clauses of the Applicable Award for shift work Employees and Employees on commuted arrangements that incorporate annual leave loading:
- (a) clause 23 (11) of the *Public Service Award 1992*; or
- (b) clause 23 (14) of the *Government Officers Salaries, Allowances and Conditions Award 1989*.
- 33.2 Subject to the provisions of clauses 33.4 and 33.8, a loading equivalent to 17.5 per cent of normal salary is payable to shift work Employees and Employees on commuted arrangements that incorporate annual leave loading proceeding on annual leave, including accumulated annual leave.
- 33.3 Subject to the provisions of clauses 33.4 and 33.8, shift work Employees who are granted an additional week's penalty leave when proceeding on annual leave including accumulated annual leave are paid:
- (a) shift and weekend penalties the Employee would have received had the Employee not proceeded on annual leave; or
- (b) a loading equivalent to 20 per cent of normal salary for five weeks' leave;

whichever is the greater.

33.4 Maximum loading

- (a) Subject to the provisions of clause 33.6, the loading is paid on a maximum of four weeks' annual leave, or five weeks' in the case of shift work Employees who are granted an additional week's penalty leave. Payment of the loading is not made on additional leave granted for any other purpose (e.g. to Employees whose headquarters are located north of the 26 degrees south latitude).
- (b) The maximum payment for the loading provided for in clause 33.2 cannot exceed a rate equivalent to 17.5 per cent of four weeks' salary of a level 8.1 Employee as per Schedule 2 – General Division Salaries of this Agreement as at 1 January in the calendar year in which the leave commences, in accordance with the following:

	Maximum leave loading for annual leave:	Maximum
(i)	Commencing on or after the date of registration of this Agreement	\$1,828.90
(ii)	Commencing on or after 1 January 2023	\$1,883.76
(iii)	Commencing on or after 1 January 2024	\$1,940.28

- (c) The maximum payment to shift work Employees who are granted an additional week's penalty leave cannot exceed 5/4th of the rates prescribed in clause 33.4 (b), in accordance with the following:

	Maximum leave loading for annual leave:	Maximum
(i)	Commencing on or after the date of registration of this Agreement	\$2,286.13
(ii)	Commencing on or after 1 January 2023	\$2,354.70
(iii)	Commencing on or after 1 January 2024	\$2,425.35

33.5 Annual leave commencing in any year and extending without a break into the following year attracts the loading calculated on the salary applicable on the day the leave commenced.

33.6 The loading is payable on approved accumulated annual leave at the rate applicable when the leave commences, up to the maximum loading for the approved accumulated annual leave and in addition to the loading for the current year's entitlement.

33.7 A pro rata loading is payable on periods of approved annual leave that are less than four weeks.

33.8 (a) The loading is calculated on the rate of the normal fortnightly salary including any allowances paid as a regular fortnightly or annual amount.

- (b) Any allowance paid to an Employee for undertaking additional or higher level duties is only included if the allowance is payable during that period of normal annual leave as provided for under clause 45 – Higher Duties Allowance of this Agreement.

33.9 Part-time Employees are paid a proportion of the annual leave loading at the salary rate applicable, provided that the maximum loading payable is calculated in accordance with the following:

$$\frac{\text{Hours of work per fortnight}}{75} \times \frac{\text{Maximum loading in accordance with clause 33.4(b)}}{1}$$

33.10 Clause 33.10 applies to Employees who are employed under the *Public Service Award 1992*.

- (a) 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 paid on accrued and pro rata annual leave.
- (b) When an Employee resigns, or ceases employment, or where an Employee is dismissed under *Part 5 – Substandard performance and disciplinary matters* of the *Public Sector Management Act 1994* (WA), any annual leave loading is paid as follows:
 - (i) Accrued entitlements to annual leave – a loading calculated in accordance with the terms of this clause for accrued annual leave is paid.
 - (ii) Pro rata annual leave – no loading is paid.
- (c) An Employee who proceeded on annual leave and who ceases duty other than by resignation or dismissal under *Part 5 – Substandard performance and disciplinary matters* of the *Public Sector Management Act 1994* (WA), before completing the required continuous service to accrue the leave must refund the value of the unearned pro rata portion of leave loading but no refund is required in the event of the death of an Employee.
- (d) An Employee who proceeded on annual leave and who resigns or is dismissed under *Part 5 – Substandard performance and disciplinary matters* of the *Public Sector Management Act 1994* (WA) must refund the value of the loading paid for leave other than accrued leave.

33.11 Clause 33.11 applies to Employees employed under the *Government Officers Salaries, Allowances and Conditions Award 1989*.

- (a) Where payment in lieu of accrued or pro rata annual leave is made on the death, dismissal, resignation or retirement of an Employee, a loading calculated in accordance with the terms of this clause is paid. No loading is payable in respect of pro rata annual leave paid on resignation or where an Employee is dismissed for misconduct.
- (b) An Employee who proceeded on annual leave and who ceases duty before completing the required continuous service to accrue the leave must refund the value of the

unearned pro rata portion. No refund is payable in the event of the death of an Employee.

33.12 The loading does not apply to Cadets on full time study.

34. EMPLOYEE INITIATED CASH OUT OF ACCRUED ANNUAL LEAVE

34.1 It is important Employees take annual leave for the purposes of rest and recreation.

34.2 This clause, however, recognises that notwithstanding the importance of leave referred to in clause 34.1 some Employees can accumulate 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.

34.3 (a) Subject to clause 34.4, the Employer and Employee can 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 annual leave loading in accordance with clause 32 – Annual Leave Loading and clause 33 – Annual Leave Loading for Shift Work Employees and Employees on Commuted Arrangements that Incorporate Annual Leave Loading of this Agreement.

34.4 The following criteria applies to the cashing out of accrued annual leave:

(a) the Employee initiates a written request, to their Employer, to cash out accrued annual leave;

(b) the Employer agrees in writing to the request by the Employee;

(c) there is an annual leave entitlement that accrued in previous years;

(d) no more than 50 per cent of the Employee's total accrued annual leave entitlement can be cashed out;

(e) the remaining entitlement is not less than two weeks accrued annual leave;

(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.

34.5 It is the Employee's responsibility to seek information on any taxation implications arising from the payout of annual leave.

35. PUBLIC SERVICE HOLIDAYS

Repealed Public Service Holidays

- 35.1 For the purpose of this clause “repealed public service holidays” are Easter Tuesday and 2nd January.
- 35.2 Employees are entitled to two days in lieu of the repealed public service holidays where they would normally be expected to work those days.
- 35.3 Subject to this clause, days in lieu of the repealed public service holidays:
- (a) are made available on the date of the relevant repealed public service holiday;
 - (b) are not available to an Employee who is on any period of leave without pay;
 - (c) are paid at the rate of ordinary time;
 - (d) can be added to annual leave or taken individually;
 - (e) must be taken in the calendar year in which they occur;
 - (f) are forfeited if not taken in the year in which they occur; and
 - (g) are not to be paid out on termination of employment.
- 35.4 By prior agreement with the Employer the day can be taken on the date of the relevant repealed public service holiday.

Easter Sunday

- 35.5 Permanent and fixed term contract Employees are provided an additional day of paid leave for Easter Sunday.
- 35.6 The day of paid leave is made available to the Employee regardless of whether the Employee would normally be expected to work on that date.
- 35.7 The day of paid leave accrues on the date that Easter Sunday falls each calendar year.
- 35.8 Employee access to the day of leave is subject to the conditions set out in clause 35.3 (b)-(g).

36. CHRISTMAS/NEW YEAR CLOSEDOWN

Observance of a Closedown

- 36.1 An Employer can observe a closedown over the Christmas/New Year period for the whole or part of the Employer’s Agency.
- 36.2 (a) Except as provided for by clause 36.2 (b), the dates/duration of the closedown are at the discretion of the Employer but cannot exceed five working days.

- (b) For the ASAs pertaining to the TAFE colleges listed in Item 1 of Schedule 5 – Agency Specific Agreements of this Agreement, or their replacements, the dates/duration of the closedown are at the discretion of the Employer, in accordance with the provisions of those ASAs.
- (c) Where an ASA pertaining to the TAFE colleges listed in Item 1 of Schedule 5 – Agency Specific Agreements of this Agreement, or its replacement, is cancelled, the dates/duration of the closedown are in accordance with clause 36.2 (a).

Notification of a Closedown

36.3 The Employer must as soon as possible in each calendar year, but not later than 30 June, advise affected Employees of the dates of the closedown and the number of working days involved.

Leave Arrangements During the Closedown

36.4 Employees can access the following forms of paid leave to cover the closedown period:

- (a) flexitime credit and banked hours;
- (b) rostered days/hours off; or
- (c) time in lieu of overtime.

36.5 In the absence of sufficient banked hours or flexitime credit hours the following types of paid leave must be used to cover the Christmas closedown:

- (a) annual leave;
- (b) accrued long service leave;
- (c) pro rata long service leave as provided for at clause 29 – Early Access to Pro Rata Long Service Leave of this Agreement;
- (d) purchased leave;
- (e) days in lieu of public service holidays; and
- (f) the Easter Sunday holiday provided for in clause 35.

36.6 Employees who do not currently participate in existing flexi-leave arrangements can alternatively accrue banked hours throughout the calendar year, for the purpose of the closedown period, pursuant to clause 22 – Hours of this Agreement.

36.7 The days/hours can only be accrued up to the maximum of the number of hours necessary to cover the period of the closedown.

36.8 At the discretion of the Employer the following Employees can be granted either leave without pay or annual leave in advance to cover the amount of leave required for the closedown:

- (a) Employees engaged during the calendar year immediately preceding the closedown who have not accrued sufficient banked hours to cover the period of the close down; or
- (b) Employees who have not accrued sufficient banked hours to cover the period of the close down and have exhausted their paid leave credits.

Managing Debit Hours/Days

- 36.9 Employees, who have gone into debit to cover the period of the closedown and whose employment is terminated prior to accrual of sufficient hours to cover the debit, are required to refund the balance of hours outstanding on termination.
- 36.10 Notwithstanding the provisions contained in clause 22.11 (d) – Hours of this Agreement, an Employee who has accrued hours for the purposes of a closedown and subsequently resigns, transfers to another Agency or otherwise has their employment terminated without being afforded the opportunity to clear their credit and banked hours, must be paid for those unused hours that relate only to the closedown.

37. BEREAVEMENT LEAVE

- 37.1 The provisions contained in this clause replace those contained in clause 32 – Bereavement Leave of the Applicable Award.
- 37.2 Employees are eligible for up to three days' paid leave on the death of:
 - (a) the spouse or de-facto partner of the Employee;
 - (b) a former spouse or former de-facto partner of the Employee;
 - (c) a child, step-child, foster child or grandchild of the Employee (including an adult child, step-child or grandchild);
 - (d) a parent, step-parent, foster parent or grandparent of the Employee;
 - (e) a parent in law or former parent in law of the Employee;
 - (f) a brother, sister, step brother or step sister of the Employee; or
 - (g) any other person who, immediately before that person's death, lived with the Employee as a member of the Employee's household.
- 37.3 The Employer must 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.
- 37.4 The three days need not be consecutive.
- 37.5 Bereavement leave is not taken during any other period of leave, including periods of unpaid leave.

- 37.6 If requested by the Employer, payment of such leave can be subject to the Employee providing evidence that would satisfy a reasonable person of the death or relationship to the deceased.
- 37.7 An Employee requiring more than three days' bereavement leave in order to travel interstate or overseas in the event of a death of a person referred to in clause 37.2 or 37.3 can, in addition to any bereavement leave and upon providing evidence that would satisfy a reasonable person, have immediate access to annual leave and/or accrued long service leave, or leave without pay provided all accrued leave is exhausted.
- 37.8 Travelling time for Regional Employees
- (a) Subject to prior approval from the Employer, an Employee entitled to bereavement leave and who, because of the bereavement, travels to a location within Western Australia that is more than 240 km from their workplace is granted paid time off for the travel period undertaken in the Employee's ordinary working hours up to a maximum of 15 hours per bereavement. The Employer cannot unreasonably withhold approval.
 - (b) The Employer can approve additional paid travel time within Western Australia where the Employee can demonstrate to the satisfaction of the Employer that more than two days travel time is warranted.
 - (c) The provisions of clauses 37.8 (a) and (b) apply as follows.
 - (i) An Employee employed on a fixed term contract for a period greater than 12 months, is credited with the same entitlement as a permanent Employee for each full year of service and pro rata for any residual portion of employment.
 - (ii) An Employee employed on a fixed term contract for a period less than 12 months is credited with the same entitlement on a pro rata basis for the period of employment.
 - (iii) A part time Employee is entitled to the same entitlement as a full time employee for the period of employment, but on a pro rata basis according to the number of ordinary hours worked each fortnight.
 - (iv) For casual Employees, the provisions apply to the extent of their agreed working arrangements.

38. CULTURAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDERS

- 38.1 Employees who identify as Aboriginal or Torres Strait Islanders are entitled to paid cultural leave to participate in any of the following:
- (a) cultural and ceremonial obligations under Aboriginal or Torres Strait Islanders lore, customs or traditional law; and
 - (b) community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals.

- 38.2 Up to five days of paid cultural leave per calendar year is available under this clause. The leave need not be taken in one continuous period. Paid cultural leave cannot accrue from year to year and is not paid out on termination.
- 38.3 The Employer must assess each application for cultural leave on its merits and consider the personal circumstances of the Employee seeking the leave.
- 38.4 The Employer can request reasonable evidence of the legitimate need for the Employee to be allowed time off.
- 38.5 If an Employer requires an Employee to attend to business associated with an Aboriginal or Torres Strait Islander organisation, or an organisation that works to facilitate Aboriginal or Torres Strait Islander interests, the attendance is considered part of the Employee's normal duties and the Employee need not access leave under this or any other clause to enable it.
- 38.6 Cultural leave granted under this clause is in addition to the leave provided by clause 37 – Bereavement Leave of this Agreement and clause 33 – Cultural/Ceremonial Leave of the Applicable Award.

39. FOSTER CARER'S LEAVE

- 39.1 Foster and short-term carer's leave is available to an employee who is a foster carer in the state of Western Australia, to enable them to attend to the care of a child in an emergency or other out of home care placement. Foster carer includes kinship arrangements and respite care that has not been determined to be permanent.
- 39.2 A permanent employee fixed term contract employee or casual employee has access to three paid days of non-cumulative leave per calendar year.
- 39.3 Employees must give reasonable notice prior to taking foster care leave and must provide an estimate of the period of absence from work.
- 39.4 Employees can, by agreement with their Employer, take foster carer leave in minimum periods of one hour.
- 39.5 Leave credits can be used to attend training associated with the Employee's Foster Carer responsibilities.
- 39.6 Employees must provide the Employer with documentation supporting their eligibility for the leave.
- 39.7 The entitlement to foster carer leave in accordance with clause 39.2 for casual employees applies to the extent of their agreed working arrangements.

40. PUBLIC HEALTH EMERGENCY LEAVE

Definitions

- 40.1 In this clause:

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

Special Public Health Emergency Leave

- 40.2 The Employer is to credit each Employee with 20 days of non-cumulative special public health emergency leave on January 1 each year.
- 40.3 An Employee employed on a fixed term contract for a period of 12 months or more is to be credited with the same entitlement as a permanent Employee. An Employee on a fixed term contract for a period less than 12 months is to be credited on a pro rata basis for the period of the contract.
- 40.4 A part time or casual Employee is to be credited with the same entitlement as a permanent Employee, calculated on a pro rata basis according to the number of hours worked each fortnight.
- 40.5 Employees absent on special public health emergency leave are to receive their ordinary pay.
- 40.6 Employees who have exhausted their special public health emergency leave can access existing personal leave entitlements under clause 26 – Personal Leave of this Agreement.

Eligibility for Special Public Health Emergency Leave

- 40.7 Special public health emergency leave can only be taken in respect of absences from work during:
 - (a) a public health emergency; or
 - (b) other significant events as agreed between the Union and the Executive Director GLSR.
- 40.8 An Employee who is a diagnosed person or is subject to a government requirement to isolate or quarantine can access special public health emergency leave before existing personal leave entitlements under clause 26 – Personal Leave of this Agreement.
- 40.9 Employees with caring responsibilities can access special public health emergency leave if they are caring for, or providing support to a member of the Employee’s family or household because:

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

40.10 Compassionate access to special public health emergency leave can be granted in exceptional circumstances despite not being a reason referred to in clause 40.9.

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

40.12 An Employee is unable to access special public health emergency leave while on any period of leave without pay, parental or related leave, or annual or long service leave except as provided for in clauses 26.37 (re-crediting annual leave) and 26.38 (re-crediting long service leave).

Notice and Access

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

40.14 Reasonable and legitimate requests for special public health emergency leave are approved subject to available credits. Where practicable, the Employee must give reasonable notice before taking leave.

40.15 Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work is to be provided.

Evidence

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

41. COMPASSIONATE LEAVE FOR EARLY PREGNANCY LOSS

41.1 An Employee and/or partner of the Employee is entitled to up to three consecutive days of paid compassionate leave on each occasion a pregnancy ends without the birth of a living child up to 20 weeks before the expected date of birth.

41.2 Leave commences from the date the pregnancy ends and is not to be taken during any other period of leave, including unpaid leave.

41.3 The Employee must provide notice as soon as reasonably practicable indicating the period of leave sought and anticipated return to duty.

41.4 The Employer can require reasonable evidence that an early pregnancy loss has occurred such as a medical certificate or a recognition certificate for early pregnancy loss issued by the WA Registry of Births, Deaths and Marriages.

41.5 The provisions of 41.1 apply to a:

- (a) part time Employee on a pro rata basis; and

- (b) casual Employee to the extent of their future rostered shifts, or if there is no certainty about future rosters, the preceding four-week average of shifts worked.

PART 6: PARENTAL AND RELATED LEAVE

42. PARENTAL AND RELATED LEAVE

Preliminary

42.1 This clause replaces the parental leave provisions contained in clause 28 – Parental Leave of the Applicable Award.

Terms used

42.2 In this clause —

- (a) “adoption” includes the making of a parentage order under the *Surrogacy Act 2008* (WA);
- (b) “comparable position” means a position with equivalent classification level, pay, conditions and status as an employee’s position and that is commensurate with their skills and abilities;
- (c) “concurrent leave” means unpaid parental leave taken by an employee under clause 42.6(d);
- (d) “flexible parental leave” means unpaid parental leave taken by an employee under clause 42.18;
- (e) “grandparental leave” means leave to which an employee is entitled under clauses 42.31 to 42.33;
- (f) “parental leave” means leave to which an employee is entitled under clauses 42.4 to 42.20;
- (g) “partner” means a person who is a spouse or de facto partner;
- (h) “partner leave” means leave to which an employee is entitled under clauses 42.28 to 42.30;
- (i) “primary care giver of a child” means the person who is primarily responsible for the care and supervision, including day-to-day care and supervision, of the child;
- (j) “public sector industrial instrument” means this Agreement, the Applicable Award or any other relevant industrial instrument that applies to the public sector.

42.3 Employees to whom this clause applies

- (a) This clause applies to —

- (i) permanent employees; and
- (ii) fixed term contract employees; and
- (iii) eligible casual employees;

whether employed on a full-time or part-time basis.

- (b) For the purposes of this clause, an eligible casual employee is an employee —
 - (i) who has been employed in the public sector on a regular and systematic basis over a period of at least 12 months (or over a sequence of periods of a combined length of at least 12 months if any break in employment was on the employer’s initiative and did not exceed 3 months); and
 - (ii) who has a reasonable expectation (but for becoming a parent) of continuing employment on a regular and systematic basis.

Parental Leave

42.4 Nature of parental leave

- (a) Parental leave is leave taken by—
 - (i) a pregnant employee in connection with the pregnancy and birth of a child; or
 - (ii) an employee following the birth or adoption of a child for whom they are the primary care giver.
- (b) It does not matter whether the primary care giver is a parent of the child or another person.
- (c) Only one parent or other person can be the primary care giver of a child during any one particular period of time.
- (d) If different public sector employees are the primary care giver of a child during different periods of time, their entitlement to paid or unpaid parental leave under this clause or under any other public sector industrial instrument can be shared, but the total period of their combined entitlement to paid parental leave is limited to the paid parental leave entitlement of a single employee.
- (e) If an employee is no longer the primary care giver of the child following the birth, their entitlement to any further parental leave in connection with the child ends, unless —
 - (i) the employee is entitled to remain on unpaid parental leave because they share responsibility for the care and supervision of their child or their partner’s biological child under clause 42.6 (Special unpaid parental leave entitlements for employees who share responsibility for care and supervision of child); or

- (ii) the employee is entitled to remain on parental leave under clause 42.12 - Parental leave where pregnancy ends without birth of living child, the child dies or the child or employee hospitalised.
- (f) An employee who commences parental leave does not have a separate entitlement to unpaid parental leave under clause 42.6 - Special unpaid parental leave entitlements for employees who share responsibility for care and supervision of child, if they stop being the primary care giver of their child or their partner's biological child but continue to share the responsibility for the child's care with their partner or another person.
- 42.5 Period of parental leave to which eligible employee entitled
- (a) An eligible employee is entitled to 52 weeks of parental leave.
 - (b) The 52 weeks of parental leave comprises 14 weeks of paid leave and 38 weeks of unpaid leave, except as provided by clause 42.5(c).
 - (c) The 52 weeks of parental leave comprises only unpaid leave in the case of —
 - (i) an eligible casual employee; or
 - (ii) any other employee who has not completed the minimum period of service required by clause 42.7 - Minimum period of service to be eligible for paid parental leave, for paid leave.
 - (d) The period of paid parental leave to which an employee is entitled can be extended by the employee electing to take double the amount of leave on half-pay.
 - (e) An employee has only a single entitlement, and not separate entitlements, to parental leave for children of a multiple birth or adoption.
 - (f) Parental leave for a fixed term contract employee cannot extend beyond the term of the contract.
 - (g) Any public holiday that falls during parental leave is counted as part of that leave and does not extend the period of parental leave.
 - (h) An employee who is on parental leave is not entitled to any days in lieu of public service holidays.
- 42.6 Special unpaid parental leave entitlements for employees who share responsibility for care and supervision of child
- (a) An employee who shares responsibility with their partner or another person for the care and supervision of their child or their partner's biological child has the same entitlement to unpaid parental leave under this clause as an employee who is the primary care giver for the child.
 - (b) An employee who commences unpaid parental leave under this clause does not have a separate entitlement to paid or unpaid parental leave if they become the primary care giver of their child or their partner's biological child.

- (c) It does not matter whether or not the other person with whom the employee shares responsibility for the care and supervision of the child is—
 - (i) an employee to whom this clause applies; or
 - (ii) the primary care giver for the child.
- (d) Concurrent leave
 - (i) If an employee who shares responsibility for the care and supervision of a child takes unpaid parental leave under this Clause, they can take unpaid parental leave during the same time that their partner takes unpaid parental leave (concurrent leave).
 - (ii) The concurrent leave—
 - (aa) must not be longer than 8 weeks in total; and
 - (bb) can be taken in separate periods but, unless the employer agrees, each period must not be shorter than 2 weeks.

42.7 Minimum period of service to be eligible for paid parental leave

- (a) An employee is only entitled to a period of paid parental leave if, on the day parental leave commences, the employee has completed at least 12 months of continuous service in the public sector immediately preceding the parental leave, whether on a full-time or part-time basis.
- (b) For the purposes of this clause, continuous service includes any period of authorised paid leave or authorised unpaid leave not exceeding 14 days. However, continuous service includes personal leave without pay whilst ill or injured not exceeding three months in accordance with clause 26.40 - Personal Leave without Pay Whilst Ill or Injured.
- (c) For the purposes of this clause, continuous service includes a period of service as an eligible casual employee if —
 - (i) the eligible casual employee has become a permanent or fixed term contract employee with the same employer; and
 - (ii) any break between service as an eligible casual employee and service as a permanent or fixed term contract employee does not exceed 3 months.
- (d) An employee who takes parental leave is not required to resume work for the purposes of taking parental leave in connection with any subsequent pregnancy or birth or adoption of a child.
- (e) An employee on leave without pay unrelated to parental leave is required to resume work before taking paid parental leave.

42.8 Taking Parental Leave

- (a) An employee must take parental leave in one continuous period, except as otherwise provided by this clause.
- (b) The period of parental leave can be interrupted by the following —
 - (i) any period during which the employee substitutes other paid leave or time off as referred to in clause 42.15 - Interaction with other leave entitlements;
 - (ii) any period during which the employee engages in special parental leave employment as referred to in clause 42.17 - Employment during unpaid parental leave;
 - (iii) any period between periods of flexible parental leave taken by the employee;
 - (iv) any period between separate periods of concurrent leave taken by the employee;
 - (v) any period during which the employee does not take parental leave as referred to in clause 42.12 - Parental leave where pregnancy ends without birth of living child, the child dies or the child or employee hospitalised, because the child is hospitalised after birth.
- (c) An employee can, at any time but subject to the notice requirements of clause 42.9 - Employee required to give notice of parental leave
 - (i) cancel or delay the commencement of their proposed parental leave; or
 - (ii) shorten their period of parental leave; or
 - (iii) extend their period of parental leave up to the maximum period of leave to which they are entitled.
- (d) If an employee takes less than the maximum period of parental leave to which they are entitled, the unused balance of leave cannot be banked or preserved in any way.

42.9 Employee required to give notice of parental leave

- (a) An employee who intends to take parental leave must give their employer at least 8 weeks' written notice of—
 - (i) the date on which the employee proposes to commence the leave; and
 - (ii) the period of leave proposed to be taken.
- (b) An employee who intends to change or cancel their parental leave must give their employer at least 4 weeks' written notice of the change or cancellation.

- (c) However, an employee is not required to give notice of the cancellation of proposed parental leave because the pregnancy ends without the birth of a living child or the child dies.
- (d) An employee who fails to give the required period of notice does not contravene this clause if it was not reasonably practicable for the employee to comply because of an early birth or placement for adoption or because of other compelling circumstances.
- (e) An employee who has given notice of proposed parental leave is required to give their employer before proceeding on leave, reasonable evidence detailing —
 - (i) in the case of a pregnant employee – the expected date of birth (including by the provision of a medical certificate); or
 - (ii) in any other case – the relationship the employee has with the child and the employee’s responsibility for the care of the child.

42.10 Commencement of parental leave

- (a) The period of parental leave of a pregnant employee in connection with the pregnancy can commence up to 6 weeks before the expected date of birth of the child, but not later than the birth of the child.
- (b) However, the period of unpaid parental leave of the pregnant employee can commence on an earlier date before the birth of the child with the agreement of the employer and employee.
- (c) The period of parental leave of any other employee can commence at any time on or after:
 - (i) the day the employee becomes the primary care giver of the child; or
 - (ii) for the purposes of clause 42.6 - Special unpaid parental leave entitlements for employees who share a responsibility for care and supervision of a child , the day the employee begins to share the responsibility with their partner or another person for the care and supervision of their child or their partner’s biological child.

42.11 Conclusion of paid parental leave

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

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

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

42.13 Provisions relating to payment of paid parental leave

- (a) An employee entitled to paid parental leave is to be paid according to their ordinary working hours at the commencement of parental leave.

- (b) In the case of a part-time employee, the employee is to be paid according to the average hours worked over the period of 12 months immediately preceding the commencement of parental leave if those average hours exceed ordinary working hours at the commencement of parental leave.
- (c) An employee can elect to be paid in advance for paid parental leave or elect to be paid on a fortnightly basis during that leave.
- (d) Allowances or penalties for shift or weekend work are not payable during paid parental leave.
- (e) An employee who was in receipt of higher duties allowances for a continuous period of 12 months immediately preceding the commencement of parental leave is to continue to be paid the higher duties allowances during the first 4 weeks of paid parental leave. If the employee has elected to take parental leave on half-pay, the higher duties allowances are payable at the full rate for those first 4 weeks of paid leave only.
- (f) If the employment of an employee who is being paid parental leave on half-pay is terminated through no fault of the employee, the employee is to be paid out any period of unused paid parental leave that is equivalent to the period of leave the employee would have accessed had they been on parental leave on full pay when their employment was terminated.
- (g) An employee who takes a subsequent period of paid parental leave without returning to work is to be paid on the basis of their employment when they commenced the original period of paid parental leave and is not affected by any intervening period of special parental leave employment under clause 42.17 – Employment during unpaid parental leave.
- (h) For the purposes of determining the amount of paid parental leave of an employee to whom clause 42.22- Modification of duties and transfer to safe job applied, the ordinary working hours of the employee are the ordinary working hours before the modification of or absence from work under that clause.

42.14 Extension of period of parental leave

- (a) An employee can apply to their employer to extend their parental leave by up to 2 years of unpaid leave after the end of the period of parental leave to which they are entitled under this clause.
- (b) The period of extended leave is a period of parental leave for the purposes of this clause.
- (c) Parental leave can only be extended after the employee has exhausted all other available paid leave entitlements.
- (d) The employer must agree to an application for the extension of parental leave unless the employer has reasonable grounds to believe that agreeing to the application would have an adverse impact on the conduct of the employer's business or operations.

- (e) Before a refusal under clause 42.14(d) the employer must give the employee a reasonable opportunity to discuss the application.
- (f) The employer must, as soon as practicable but not later than 21 days after an application for the extension of parental leave is made, give the employee written notice of —
 - (i) the decision of the employer to agree to or refuse the application; and
 - (ii) if the application is refused - the reasons for the refusal.
- (g) An employee who believes that their application for the extension of parental leave has been unreasonably refused can seek to enforce it as a minimum condition of employment and, in that case, the employer has the onus of demonstrating that the refusal was justified in the circumstances.

42.15 Interaction with other leave entitlements

- (a) An employee entitled to unpaid parental leave can take any of the following to which the employee is entitled instead of any part of that parental leave—
 - (i) accrued annual leave;
 - (ii) accrued long service leave;
 - (iii) accrued time off in lieu of overtime;
 - (iv) flexi leave or banked hours.
- (b) The period of any such substituted leave or time off—
 - (i) forms part of the period of unpaid parental leave otherwise authorised by this clause and does not extend the period of parental leave; but
 - (ii) is treated as paid leave and not unpaid parental leave for the purposes of clause 42.20 - Effect of parental leave on contract of employment.
- (c) An employee is not entitled to personal leave during any period of paid or unpaid parental leave.

42.16 Communication during parental leave

- (a) The employer must take all reasonable steps to inform an employee who is on parental leave of any decision that significantly affects the status, responsibility level, pay or work location of the employee and give the employee an opportunity to discuss the effect of the decision on the employee's position. The consultation obligations under clause 55.4 apply to employees on parental leave.
- (b) An employee on parental leave must notify the employer of any change in their contact details that might affect the employer's capacity to comply with this clause.

42.17 Employment during unpaid parental leave

- (a) In this clause —
 - (i) “keeping in touch day” has the same meaning it has in section 79A of the *Fair Work Act 2009* (Cth); and is one of a maximum of 10 days on which the employee is employed to enable them to keep in touch with their employment in order to facilitate a return to their employment after the end of parental leave.
 - (ii) “special parental leave employment” means employment of an employee on unpaid parental leave—
 - (aa) that is of an intermittent nature or for a limited specified period (special temporary employment); or
 - (bb) that is casual employment (other than special temporary employment) on an hourly basis for a period not exceeding 4 weeks in any period of engagement (special casual employment).
- (b) Despite anything to the contrary in this Clause, an employee on unpaid parental leave can be employed by their employer in special parental leave employment during that unpaid parental leave if both parties agree in writing to that employment.
- (c) Without limiting this clause, any such parental leave employment can be employment for the purposes of a keeping in touch day.
- (d) The following applies to engagement in special parental leave employment—
 - (i) only employees covered by the *Government Officers Salaries Allowances and Conditions Award 1989* can be employed in special casual employment;
 - (ii) an employee can only engage in special parental leave employment during a period of unpaid parental leave that is not substituted with paid leave under clause 42.15 - Interaction with other leave entitlements;
 - (iii) in the case of special temporary employment – a public service officer can only be employed in connection with their substantive position;
 - (iv) in the case of special casual employment – an employee is to be employed at a level that is commensurate with the level of the available position under this Agreement;
 - (v) the period of service in special parental leave employment does not break an employee’s continuity of service or change the employee’s status in regard to their substantive employment;
 - (vi) in the case of special temporary employment - the period of special parental leave employment counts as qualifying service for all purposes under public sector industrial instruments;

- (vii) in the case of special casual employment - the period of special parental leave employment counts as qualifying service for the ordinary entitlements a casual employee would have for engaging in casual employment, but does not count as qualifying service for all other purposes under public sector industrial instruments.
- (e) The following applies to the effect of special parental leave employment on unpaid parental leave—
 - (i) the period of special parental leave employment is taken to be part of the employee’s original period of unpaid parental leave;
 - (ii) an employee who immediately resumes unpaid parental leave following a period of special parental leave employment is entitled to extend their period of unpaid parental leave by the period of that special parental leave employment (subject to giving the employer at least 4 weeks’ written notice of the new date on which they intend to complete parental leave and return to work);
 - (iii) an employee who does not immediately resume unpaid parental leave following a period of special parental leave employment cannot preserve the unused portion of leave for use at a later date.

42.18 Flexible unpaid parental leave

- (a) An employee can take up to 30 days of their entitlement to unpaid parental leave in separate periods of one or more days each as follows (“flexible parental leave”) —
 - (i) the flexible parental leave can only be taken within the period of 24 months after the birth or date of placement for adoption of the child;
 - (ii) the flexible parental leave can be taken after the employee takes other parental leave in connection with the same child.
- (b) However, further unpaid parental leave (including any extension of unpaid parental leave under clause 42.14 - Extension of period of parental leave cannot be taken by an employee after any flexible parental leave is taken by the employee in connection with the same child.
- (c) If an employee takes flexible parental leave, the maximum period of parental leave to which the employee is entitled under this clause is calculated on the basis that the employee takes all the flexible parental leave days in a single continuous period (on the assumption that the employee works each day that is not a Saturday or Sunday and there are no public holidays during that period).

42.19 Return to work on conclusion of parental leave

- (a) An employee who returns to work at the end of their parental leave is entitled to be employed in—
 - (i) the same position as the substantive position they held—

- (aa) immediately before proceeding on parental leave; or
 - (bb) immediately before any modification of or absence from work under clause 42.22 - Modification of duties and transfer to safe job; or
- (ii) a comparable position.
- (b) An employee who returns to work at the end of parental leave can work on a basis modified from the basis on which they worked immediately before proceeding on parental leave. The modified basis can be part-time work, work on a job-share basis, work on different days or at different times (or both) or work on fewer days or for fewer hours (or both).
- (c) An employee who returns to work on a modified basis can be subsequently required by the employer to resume work on the same basis as they worked immediately before proceeding on parental leave. Any such requirement can only be made if —
 - (i) the employer has reasonable grounds to believe that the continuation of work on that modified basis would have an adverse impact on the conduct of the employer’s business or operations; or
 - (ii) the child has not reached the compulsory education period under section 6 of the *School Education Act 1999* (WA).
- (d) An employee who returns to work on a modified basis can subsequently apply to the employer to resume work on the same basis as they worked immediately before proceeding on parental leave. Any such application must be made in writing at least 4 weeks before the employee wishes to resume work on that same basis.
- (e) The employer must agree to any such application to resume work on the former basis, unless the employer has reasonable grounds to believe that agreeing to the application would have an adverse impact on the conduct of the employer’s business or operations.
- (f) The employer must give an employee written notice of the refusal of an application to resume work on the former basis and of the reasons for that refusal, within 21 calendar days of an application being received.
- (g) An employee who believes that their application to resume work on the former basis has been unreasonably refused can seek to enforce it as a minimum condition of employment and in that case the employer has the onus of demonstrating that the refusal was justified in the circumstances.

42.20 Effect of parental leave on contract of employment

- (a) Paid parental leave counts as qualifying service for all purposes under public sector industrial instruments.

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

Special provisions relating to pregnant employees

42.21 Fitness for work in current position

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

42.22 Modification of duties and transfer to safe job

- (a) A pregnant employee can work on a part-time basis in accordance with this Agreement during any one or more periods if the employee provides the employer with a certificate from a medical practitioner stating that part-time work is, because of the pregnancy, necessary or preferable.
- (b) The work on a part-time basis must be —
 - (i) work in the employee’s current position or in a comparable position; and
 - (ii) on terms that are recorded in writing and in accordance with this Agreement.

- (c) Unless otherwise agreed with the employer, a pregnant employee must give at least 4 weeks' written notice to the employer of their intention to seek a variation in the terms of their part-time work or to revert to employment on a full-time basis.
- (d) If a pregnant employee is fit for work but it is inadvisable for the employee to continue to perform the duties of their current position for any particular period (the risk period) because of illness or risks arising from the pregnancy or because of hazards connected with their current position, the employer must, during that period —
 - (i) modify the duties of the employee; or
 - (ii) transfer the employee to a safe job in a comparable position (including a position with a different number of ordinary hours agreed to by the employee).
- (e) The employer can require the pregnant employee to provide a certificate from a medical practitioner or other reasonable evidence that it is inadvisable for the employee to continue to perform the duties of their current position.
- (f) If the employer considers that it is not reasonably practicable to modify the duties of the pregnant employee or transfer the pregnant employee to a safe job —
 - (i) the employee is entitled to be absent from work during the risk period; and
 - (ii) the employee is entitled to be paid the amount they would have reasonably expected to have been paid if they had worked during the risk period; and
 - (iii) the employee's leave entitlements are not affected by the absence from work.
 - (iv) Any such entitlement to be absent from work extends to an eligible casual employee.
 - (v) Any such entitlement to be absent from work ends at the earliest of the following —
 - (aa) the end of the risk period stated in the medical certificate or other reasonable evidence provided by the employee;
 - (bb) the end of the day on which the pregnancy ends (whether with or without the birth of a living child).

42.23 Unpaid special pregnancy leave

- (a) A pregnant employee is entitled to unpaid leave ("unpaid special pregnancy leave") during any period that the employee is not fit for work because —
 - (i) the employee has a pregnancy related illness; or

- (ii) the pregnancy ends without the birth of a living child within 28 weeks before the expected date of birth.
- (b) In any such case of unfitness for work, the pregnant employee can take any personal leave to which they are entitled instead of unpaid special pregnancy leave.
- (c) A pregnant employee must give the employer notice of the taking of unpaid special pregnancy leave. The notice —
 - (i) must be given as soon as practicable (whether before or after the commencement of the leave); and
 - (ii) must advise the employer of the period or expected period of the leave.
- (d) The employer can require the pregnant employee to provide reasonable evidence that the employee has become entitled under this clause to unpaid special pregnancy leave (including by the provision of a medical certificate).
- (e) The entitlement of a pregnant employee to parental leave under this clause is not reduced by any period of unpaid special pregnancy leave taken by the employee while pregnant.
- (f) Special pregnancy leave is not required to be taken in a continuous period with parental leave.
- (g) clause 42.20 -Effect of parental leave on the contract of employment applies to unpaid special pregnancy leave in the same way as it applies to parental leave, with any necessary modifications.

Special provisions relating to adoption

42.24 Date of placement of child

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

42.25 Age of adopted children

- (a) An employee is not entitled to parental leave in connection with the adoption of a child unless —
 - (i) the child is (or will be) under 16 years of age as at the date or expected date of placement of the child for adoption; and

- (ii) the child has not (or will not have) lived with the employee continuously for a period of 6 months or more as at the date or expected date of placement of the child for adoption; and
- (iii) the child is not (otherwise than because of the adoption) a child or stepchild of the employee or the employee's partner.

42.26 Additional unpaid leave in connection with adoption

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

42.27 Termination of parental leave if adoption does not proceed

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

Partner Leave

42.28 Entitlement to partner leave

- (a) An employee is entitled to partner leave while not on parental leave in connection with the birth of a child to, or the adoption of an eligible adoptive child by, the employee or the employee's partner.
- (b) An eligible adoptive child is a child —
 - (i) who is under the age of 16 years; and
 - (ii) who has not lived continuously with the employee for 6 months or longer; and
 - (iii) who is not (otherwise than because of the adoption) the child or stepchild of the employee or the employee's partner.
- (c) Partner leave must be taken immediately following the birth or placement of the child for adoption.
- (d) Partner leave is to be taken (subject to available credits) as any combination of the following —
 - (i) paid personal leave;

- (ii) paid annual or long service leave;
 - (iii) paid accrued time off in lieu of overtime, flexi leave or banked hours;
 - (iv) unpaid leave.
- (e) However, an eligible casual employee can only take partner leave as unpaid leave.

42.29 Period of partner leave to which eligible employee entitled

- (a) An eligible employee is entitled to 1 week of partner leave.
- (b) An eligible employee is entitled to apply to the employer for an extension of their partner leave.
- (c) The period of any extension of partner leave is to be taken as unpaid leave.
- (d) The total period of partner leave and any extension of that leave cannot exceed 8 weeks.
- (e) An extension of partner leave can be taken in separate periods of at least 2 weeks or, with the agreement of the employer, of a shorter period.
- (f) The period of any extension of partner leave must conclude within the period of 12 months after the birth or date of placement for adoption of the child concerned.
- (g) The employer must agree to an application for an extension of partner leave, unless the employer has reasonable grounds to believe that granting the leave would have an adverse impact on the conduct of the employer's business or operations.
- (h) The employer must give an employee written notice of the refusal of an application for the extension of partner leave and of the reasons for that refusal.
- (i) An employee who believes that their application for an extension of partner leave has been unreasonably refused can seek to enforce it as a minimum condition of employment and in that case the employer has the onus of demonstrating that the refusal was justified in the circumstances.
- (j) An employee has only a single entitlement, and not separate entitlements, to partner leave for children of a multiple birth or adoption.

42.30 Miscellaneous provisions relating to partner leave

- (a) An employee who intends to take partner leave is required to give their employer at least 4 weeks' written notice of—
 - (i) the date on which the employee proposes to commence the leave; and
 - (ii) the period of leave proposed to be taken.

- (b) An employee who has given notice of proposed partner leave is required to give their employer before proceeding on leave —
 - (i) in the case of a pregnancy – a certificate from a medical practitioner confirming the pregnancy and the expected date of birth; or
 - (ii) in the case of a proposed adoption – a statement of the expected date of placement of the child for adoption.
- (c) Partner leave taken by an employee does not affect any entitlement the employee or their partner can have to parental leave. However, partner leave that is taken by an employee as unpaid leave counts as part of the parental leave entitlement of the employee in connection with the birth or adoption of the child concerned.
- (d) Any public holiday that falls during partner leave is counted as part of that leave and does not extend the period of partner leave.
- (e) The taking of partner leave as personal leave does not affect an employee’s entitlement to take more than a week’s personal leave for any purpose for which personal leave can be taken.
- (f) An employee is not entitled to paid personal leave while on unpaid partner leave.
- (g) Clause 42.20 - Effect of parental leave on the contract of employment applies to partner leave in the same way as it applies to parental leave, with any necessary modifications.

Grandparental Leave

42.31 Entitlement to grandparental leave

- (a) An eligible grandparent is entitled to grandparental leave following the birth or adoption of a grandchild of the employee.
- (b) An eligible grandparent is an employee who —
 - (i) is primarily responsible for the care and supervision of their grandchild on a part time basis; and
 - (ii) provides that care and supervision during what would be the employee’s ordinary hours of work (but for the employee providing care to their grandchild).
- (c) An employee is not entitled to grandparental leave in connection with the adoption of a grandchild unless —
 - (i) the grandchild is under the age of 5 years; and
 - (ii) the grandchild has not lived continuously with the adoptive parents for 6 months or longer; and

- (d) the grandchild is not (otherwise than because of the adoption) the grandchild or grand-stepchild of the employee.
- (e) An employee has only a single entitlement, and not separate entitlements, to grandparental leave for grandchildren of a multiple birth or adoption.
- (f) An employee is not entitled to grandparental leave if they —
 - (i) are a casual employee (including an eligible casual employee); or
 - (ii) have taken or are on parental leave in connection with the birth or adoption of the same grandchild of the employee.

42.32 Period of grandparental leave to which eligible employee entitled

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

42.33 Miscellaneous provisions relating to grandparental leave

- (a) An employee who intends to take grandparental leave is required to give their employer at least 4 weeks’ written notice of—
 - (i) the date on which the employee proposes to commence the leave; and
 - (ii) the period of leave proposed to be taken.
- (b) The employer can waive the notice period in exceptional circumstances.
- (c) The employer can require an employee who has given notice of proposed grandparental leave to provide reasonable evidence that the employee is entitled to grandparental leave.
- (d) Clause 42.16 - Communication during parental leave and clause 42.20 Effect of parental leave on the contract of employment apply to grandparental leave in the same way as they apply to parental leave, with any necessary modifications.

43. SUPERANNUATION ON UNPAID PARENTAL LEAVE

- 43.1 In this clause, “unpaid parental leave” means unpaid parental leave under clause 42.4 - Nature of parental leave or unpaid special pregnancy leave under clause 42.23 - Unpaid special pregnancy leave.
- 43.2 An Employee or eligible casual employee who is entitled to unpaid parental leave is entitled to have superannuation contributions made in respect of the period of unpaid parental leave taken to a maximum of 24 weeks.
- 43.3 Superannuation contributions made under this clause are calculated:
- (a) in respect of the period of unpaid maternity leave, unpaid adoption leave or unpaid other parent leave taken or 24 weeks; whichever is lesser;
 - (b) based on the amount that would have been paid to the Employee had they taken paid maternity leave, paid adoption leave or paid other parent leave for that period 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.
- 43.4 Superannuation contributions are 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.
- 43.5 Superannuation contributions are made in accordance with the *State Superannuation Act 2000* (WA) and the *State Superannuation Regulations 2001* (WA).

PART 7: ALLOWANCES

44. FIRST AID ALLOWANCE

- 44.1 For the purposes of this clause, the terms below have the following meanings:

- (a) “appointed” means the Employer has obtained agreement from a suitably qualified Employee, to be assigned the position of first aid officer; to provide first aid in the workplace, as determined by the Employer.
- (b) “deputy first aid officer” means a suitably qualified Employee who has been appointed by the Employer to take on first aid responsibilities in a workplace when the first aid officer is unable to do so.
- (c) “suitably qualified in first aid” means holding a current statement of attainment that satisfies the national training requirement HLTAID011 – Provide First Aid. This includes, but is not limited to, the successful completion of the two day Provide First Aid – St John Ambulance Association; or the Provide First Aid – Australian Red Cross Society training courses.
- (d) “workplace” means the direct area in which the Employee has been employed to work in the ordinary course of their employment.

44.2 An Employee who has been appointed by the Employer to be the first aid officer in a workplace is paid a first aid allowance in accordance with the following table:

Effective date	13 June 2022	13 June 2023
Rate (per hour)	\$0.33	\$0.35

The hourly rate is calculated based as 1 per cent of the gross hourly salary of a level 1.4 of the applicable year as per Schedule 2 – General Division Salaries of this Agreement.

- 44.3 An eligible part time Employee is entitled to this allowance on a pro rata basis.
- 44.4 The first aid allowance is paid to either the appointed first aid officer or the deputy first aid officer in a workplace. The deputy first aid officer is not paid the first aid allowance for any period in which the allowance is paid to the appointed first aid officer.
- 44.5 By agreement with the Employer, a deputy first aid officer is paid the first aid allowance where the appointed first aid officer is unable to do so. For example, where the appointed first aid officer is on annual or long service leave, or extended personal leave.

45. HIGHER DUTIES ALLOWANCE

Higher Duties Allowance and Leave

- 45.1 This clause replaces clauses 19 (6), (7) and (8) – Higher Duties Allowance of the Applicable Award.
- 45.2 Where an Employee in receipt of an allowance granted under clause 19 – Higher Duties Allowance of the Applicable Award for a continuous period of 12 months or more, proceeds on any period of paid leave and:
 - (a) resumes in the office immediately on return from leave, the Employee continues to receive the allowance for the period of leave; or

- (b) does not resume in the office immediately on return from leave, the Employee continues to receive the allowance for the period of leave accrued during the period of higher duties.
- 45.3 Where an Employee who is in receipt of an allowance granted under clause 19 – Higher Duties Allowance of the Applicable Award for less than 12 months proceeds on a period of paid leave, whether in excess of the normal entitlement or not, the Employee continues to receive the allowance for the period of normal leave provided that:
 - (a) during the Employee’s absence, no other Employee acts in the office in which the Employee was acting immediately prior to proceeding on leave; and
 - (b) the Employee resumes in the office immediately on return from leave.
- 45.4 For the purpose of clause 45.3, “normal leave” means the period of paid leave an Employee would accrue in 12 months. It also includes any public holidays and leave in lieu accrued during the preceding 12 months taken in conjunction with such paid leave.

Part Time Higher Duties Allowance Arrangements

- 45.5 This clause is read in conjunction with clause 19 – Higher Duties Allowance of the Applicable Award.
- 45.6 Where a part time Employee acts in a higher office, the allowance is payable after the completion of 37.5 hours service in that position. The 37.5 hours service in the higher position must be worked consecutively according to the hours the part time Employee normally works.
- 45.7 Where the higher office is a part time position, the allowance is payable after the completion of 37.5 hours service in that position. The 37.5 hours service in the higher position must be worked consecutively according to the normal working hours of the part time position for which the allowance is being paid.

46. COMMUTED ALLOWANCES

- 46.1 The introduction of any commuted allowance in lieu of overtime, on call or shift allowances must be negotiated between the Union and the Employer. On the request of either party the other party is obliged to enter into negotiations for such arrangements.

47. DISTRICT ALLOWANCE

- 47.1 This clause applies to Employees covered by the District Allowance (Government Officers) General Agreement 2010.
- 47.2 Clauses 47.3 to 47.6 of this Agreement replace clauses 9.1.4 and 9.1.5 of the District Allowance (Government Officers) General Agreement 2010 respectively.
- 47.3 When an Employee is on approved annual leave, the Employee must, for the period of such leave, be paid the District Allowance the Employee would ordinarily be entitled.

- 47.4 When an Employee is on approved personal leave or bereavement leave, the Employee must, for the period of such leave, be paid the District Allowance the Employee would ordinarily be entitled to a maximum of two weeks unless the Employee, Employee's dependant/s or partial dependant/s remain in the district. Where the Employee, Employee's dependant/s or partial dependant/s remain in the district the District Allowance continues to be paid.
- 47.5 Notwithstanding clause 47.4, an Employer can approve payment of a District Allowance for an Employee on approved personal leave in excess of two weeks where the Employer considers the payment being justified by the circumstances.
- 47.6 Except as otherwise provided in this clause, when an Employee is on long service leave or other approved leave with pay the Employee is only paid District Allowance for the period of such leave if the Employee, dependant/s or partial dependant/s remain in the district in which the Employee's headquarters are situated.
- 47.7 Any increase to district allowance rates resulting from negotiations between Government and Public Sector unions, including the Union, for a replacement for the District Allowance (Government Officers) General Agreement 2010 is payable as per that replacement District Allowance General Agreement.

PART 8: REGIONAL PROVISIONS

48. REMOTE AND ISOLATED LOCATIONS

- 48.1 For the purpose of this clause remote and isolated locations shall include those facilities established as a result of Government's response and action plan associated with the Gordon inquiry and located at: Kintore, Warburton, Balgo, Kalumburu, Warakuna/Docker River, Bidyadanga, Dampier Peninsula, Warmun and Jigalong, Blackstone, Burringurrah, Oombulgurri and Looma.
- 48.2 Where Employees are posted to work in a remote and isolated location detailed in clause 48.1 as their headquarters they receive, in addition to any other benefits they are entitled to:
- (a) remote community allowance of \$4,000 per annum, paid fortnightly;
 - (b) free housing, electricity and water;
 - (c) four weeks of remote-community leave for each completed year of service. Remote community leave accrues per year of service and is taken at the end of the Employees posting to the location, unless otherwise agreed by the Employee and Employer. Absence on remote community leave counts for service for all purposes; and
 - (d) upon completion of tenure at remote and isolated locations, Employees are given preference to return to a location of their choice, subject to operational requirements.
- 48.3 An Employee, posted to a location listed in clause 48.1 and in receipt of an attraction and retention incentive (ARI) pursuant to Public Sector Commissioner's Instruction 35 – Attraction and Retention Incentives remains entitled to the benefits of this clause that exceed the entitlements provided for by the ARI.

48.4 Where an Employee is posted to work in any location listed in clause 48.1 as their headquarters and, due to the actions of the Employer, they do not complete a full term of their posting at the location, they are entitled to receive the remote community leave set out in clause 48.2 (c) on a pro-rata basis, and the preference in accordance with 48.2 (d).

49. REGIONAL TRAINING AND DEVELOPMENT

49.1 Effective workforce management practices and opportunities are provided to staff employed in regional areas.

For the purposes of this clause:

- (a) "Training" includes, but is not limited to, the provision of approved, formal instruction by an Agency representative or an external provider to one or more Employees to assist them to undertake a particular role or function, or to enhance their personal skills, knowledge and/or abilities.
- (b) "Development" is the opportunity for an Employee to gain on-the-job experience and skills by working in a position other than the Employee's substantive position. Development opportunities include, but are not limited to:
 - (i) performance of duties at a higher classification level (acting);
 - (ii) secondment to another Agency at the Employee's substantive classification level or at a higher classification level; or
 - (iii) temporary deployment within the same Agency at the Employee's substantive classification level but where the duties differ from those of the Employee's substantive position.

49.2 Employers must:

- (a) Ensure Regional employees are, as far as reasonably practicable, provided with access to Training and Development opportunities having regard to that Agency's operational requirements and opportunities provided to metropolitan based staff.
- (b) Ensure Regional employees are offered job related Training opportunities within their local area or by agreement, in another location. The Employer must cover all costs associated with the Training activity.
- (c) Ensure costs are covered when Employer initiated Development opportunities are provided away from the Employee's home base, to the extent of the following provisions of the Applicable Award:
 - (i) clause 50 – Relieving Allowance and clause 55 – Weekend Absence from Residence of the *Public Service Award 1992*; or
 - (ii) clause 49 – Relieving Allowance and clause 56 – Weekend Absence from Residence of the *Government Officers, Salaries, Allowances and Conditions Award 1989*.

- (d) Ensure Registered employees located in regional areas are provided career transitional support, including ongoing professional Development opportunities.
- 49.3 Each Agency that employs people in regional areas in Western Australia must conduct a review into the accessibility to personal Development opportunities including Training and acting opportunities within 12 months of the registration of this Agreement. The findings of these reviews must be provided to the Agency's JCC.

PART 9: WORKFORCE MANAGEMENT

50. REDEPLOYMENT AND REDUNDANCY

- 50.1 The *Public Sector Management (Redeployment and Redundancy) Regulations 2014 (WA)* (Regulations) provide the legislative framework for redeployment and redundancy for all Employees covered by this Agreement. If the provisions of this Agreement and the Regulations are inconsistent, the provision of the Regulations prevail.
- 50.2 The Employer and prospective Employer must 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 cannot exist.
- 50.3 The Employer and prospective Employer are to place Surplus employees in suitable positions in accordance with clause 50.2.
- 50.4 The Employer must provide Surplus employees with access, via their Case Manager, to priority vacancies through the online Recruitment Advertising Management System (RAMS).
- 50.5 The Employer must provide Surplus employees with case management in accordance with the Public Sector Commission's Redeployment and redundancy – A guide for agencies and the Public Sector Commission's Redeployment and redundancy – Case management guidelines or any revised arrangement subsequent to the review of the redeployment and redundancy provisions referred to in clause 56.5 - Redeployment and Redundancy. The Employer must ensure Surplus employees are provided with an appropriately skilled case manager/s, a skills audit and continual support to find Suitable employment.
- 50.6 The Employer must notify an Employee of the Employer's intention to register them under regulation 18 of the Regulations and provide written reason/s for the intended registration and details of the possible employment, placement and training options available to them.
- 50.7 The Employer can, when acting consistent with Commissioner's Instruction No. 12 – Redeployment and Redundancy, Suspend the Redeployment period of a Registered employee for the duration 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 can Suspend the Redeployment period for the portion allowable.

50.8 The Employer must notify the Union prior to a Registered employee entering the last three months of their Redeployment period.

51. WORKING FROM HOME

51.1 The parties support working from home arrangements facilitated in accordance with this clause.

51.2 Subject to this clause, Employees can request a working from home arrangement to support their personal circumstances. A request made under this clause must be made in writing and should set out the details of the proposed working from home arrangement.

51.3 The Employer must consider an Employee's working from home request. Any consideration is to be informed by the Employer's obligations under the *Equal Opportunity Act 1984 (WA)* and subclause 51.4 of this Agreement.

51.4 The Employer can only refuse a request for a working from home arrangement on reasonable business grounds. Without limiting what are reasonable business grounds for the purpose of this clause, reasonable business grounds include the following:

- (a) the working from home arrangement requested by the Employee would be too costly for the Employer;
- (b) it is not possible or would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the working from home arrangement requested by the Employee;
- (c) it would result in a significant loss of efficiency or productivity or have a significant negative impact on customer service.

51.5 If the working from home arrangement is refused in accordance with clause 51.4, the Employer and Employee will consider whether other flexible working arrangements provided under this Agreement can be facilitated.

51.6 Irrespective of the number of days an Employee is permitted to work from home, a working from home arrangement does not provide for an Employee's headquarters to be moved to the Employee's home for the purposes of this Agreement or the Applicable Award.

51.7 Statutory requirements apply to Employees working from home as they do to Employees working at an Employer's workplace. A working from home arrangement must address:

- (a) duty of care responsibilities owed by the Employer and Employee under the *Work Health and Safety Act 2020 (WA)*; and
- (b) all additional statutory obligations affecting the Employer/Employee relationship.

- 51.8 Employers are required to undertake a risk assessment of the work activities carried out by Employees. In carrying out any assessment, Employers must look at who and what can be affected by, and the possible effects of, the work being done from home.
- 51.9 Prior to implementing a working from home arrangement, Employers must discuss matters relevant to a working from home arrangement with Employees including; insurance, provision of equipment and tools, related overhead costs, the Employee's ordinary hours of work and flexible working arrangements provided under the Agreement, and any agreed reasonable accommodations. Employers can only initiate a working from home arrangement once this discussion has occurred and subject to the agreement of the Employee.
- 51.10 Approved working from home arrangements can, on the request of either the Employer or Employee, be reviewed. If the working from home arrangement is to be modified, the date of the implementation of the changes is to be agreed between the parties.
- 51.11 A working from home arrangement can be terminated by either:
- (a) the Employer by giving 3 weeks' notice, where it can be substantiated the arrangement:
 - (i) is having an ongoing adverse effect on the employee's ability to deliver on their performance objectives; or
 - (ii) can no longer be accommodated on reasonable business grounds in accordance with clause 51.4; or
 - (b) an Employee by giving 3 weeks' notice.
- 51.12 A working from home policy or procedure developed by an Employer, must be consistent with the provisions of this clause and statutory obligations under relevant legislation, including but not limited to, the *Work Health and Safety Act 2020 (WA)* and the *Equal Opportunity Act 1984 (WA)*.

52. WORKLOAD MANAGEMENT

- 52.1 Employers have a duty to provide a safe and healthy work environment and must not require Employees to undertake unreasonable workloads in the ordinary discharge of their duties.
- 52.2 The objective of this clause is to ensure workload allocation is fair, manageable and without risk to health and safety.
- 52.3 Employers must take reasonable steps to ensure that Employees:
- (a) do not work excessive or unreasonable hours;
 - (b) can clear annual leave; and
 - (c) are paid or otherwise recompensed for work as provided for under the Applicable Award and this Agreement.
- 52.4 Employees are required to perform, attain or sustain a standard of work that can be reasonably expected of them.

52.5 Relevant indicators of workload must be monitored and recorded by the Employer on an ongoing basis. Indicators include but are not limited to:

- (a) nature of work;
- (b) work patterns;
- (c) hours of work including accrued RDOs, level of credit and banked hours, credit and banked hours lost each settlement period and overtime;
- (d) levels of accrued annual and long service leave;
- (e) environment in which work is performed;
- (f) volume of work;
- (g) level of performance;
- (h) turnover;
- (i) accident rate;
- (j) workers' compensation claims lodged;
- (k) personal leave usage;
- (l) early retirement records;
- (m) referral rates to Employee assistance program providers and general feedback regarding workload issues, if raised, from counsellors;
- (n) exit information regarding workload, if raised; and
- (o) summary information on the results of Employee workload surveys if conducted.

52.6 Where Employee performance issues are identified these are managed in accordance with an Agency's performance management policy and consider:

- (a) training and development;
- (b) application of skill and competencies;
- (c) capacity to perform at a required level;
- (d) individual accountability; and
- (e) communication and feedback.

- 52.7 With the exception of identified Employee performance issues, any workload issues, including workload indicators and the associated monitoring and recording of those indicators, must be dealt with as a function of the JCC.
- 52.8 Any disputes in relation to this clause are resolved in accordance with clause 61 – Dispute Settlement Procedure of this Agreement.
- 52.9 Where potential workload issues are identified by the Union or the Employer, a review team is convened within 21 days of a written request from either party. The review team is made up of representatives nominated by the Employer and the Union.
- 52.10 Once established, the review team must conduct a workload survey of affected Employees covered by this Agreement.
- 52.11 The review team determines the content and scope of the workload survey based upon relevant criteria stated in clause 52.5.
- 52.12 A workload survey can only be conducted where one has not been completed in the previous 12 months.
- 52.13 The collated results of the survey, together with the report outlining the findings of the review team, must be provided to the parties to the Agreement within two months of the commencement of the survey.
- 52.14 Broader consultation on the workload survey results, and the findings of the review team can be undertaken through the JCC.

Responding to work-related information and communications outside of work hours

- 52.15 In this clause:
- (a) “Business-critical matters” means any situation which is unexpected and requires an immediate response in relation to which the Employee’s expertise, advice or assistance is required to enable an agency to perform its primary function.
 - (b) “Genuine welfare and safety matters” means serious matters likely to have an imminent effect on the welfare and/or safety of the Employee.
 - (c) “Work-related communications” include all communication concerning work matters that are not business critical or genuine welfare and safety matters sent via SMS, teams messages, phone-calls, or any other means of technological communication, to a personal or work issued phone, computer or other device.
- 52.16 The Employer is committed to minimising work-related communications to support work/life balance for employees, whilst ensuring operational needs are met.
- 52.17 Managers and supervisors recognise employees are not required to access or respond to work-related communications sent outside an Employee’s ordinary or rostered hours, unless there is a business-critical matter or genuine welfare and safety matter.

- 52.18 Employees cannot be penalised or otherwise disadvantaged for choosing not to engage, respond or access work-related information or communication technologies outside their ordinary or rostered working hours.
- 52.19 This clause does not apply where an Employee is in receipt of an 'Out of Hours Contact' allowance under clause 23 – Out of Hours Contact of this Agreement, undertaking reasonable overtime in accordance with clause 25 – Overtime of this Agreement, or where an Employee has provided contact details for the purpose of being notified for available casual or overtime shift work.

53. HEALTH AND SAFETY REPRESENTATIVES' RECORDS

- 53.1 The Employer must maintain a Health and Safety Representative Register (Register).
- 53.2 The Register is to record the following information for each health and safety representative in the Department/Organisation:
- (a) name;
 - (b) work branch/division (as appropriate);
 - (c) work location;
 - (d) job title/occupation;
 - (e) date of election as an health and safety representative; and
 - (f) training details on completion of relevant OSH training courses, including initial and refresher training dates.
- 53.3 The Employer must provide a copy of the Register to the Union every six months.
- 53.4 The Register is to be submitted to GSLR on 31 January each year, for the previous year.

54. UNION FACILITIES

Inductions

- 54.1 In addition to clause 36 (5) (e) of the Applicable Award, the Employer must provide the Union with time to discuss the benefits of Union membership with new Employees as part of the Employees' formal induction program. Where the induction is wholly online, the Union is afforded the opportunity to provide content on the benefits of union membership for inclusion in the online induction program.

Union meetings

- 54.2 Subject to reasonable notice being provided to the Employer:
- (a) Employees are granted paid time off to attend up to four meetings per calendar year of up to one hour's duration at the workplace held by the Union;

- (b) where a meeting exceeds one hour, any absence is without pay for that part of the meeting which exceeds one hour; and
- (c) to conduct these meetings the Union, upon written request, is given access to a private facility at the workplace for the duration of each meeting, if such a facility is reasonably available at the workplace.

Notification of new Employees

54.3 Unless otherwise agreed, the Employer must notify the Union of the commencement of any new employees on a quarterly basis. Notification includes the new employee's name, commencement date, position title, type of employment, work location, business email addresses, and business phone numbers where available.

PART 10: CONSULTATIVE MECHANISMS AND REVIEWS

55. CONSULTATION AND JOINT CONSULTATIVE COMMITTEE

Consultation on Proposals for Change

55.1 The provisions of this clause are read in conjunction with clause 58 – Notification of Change of the *Public Service Award 1992* and clause 59 – Notification of Change of the *Government Officers Salaries, Allowances and Conditions Award 1989*.

55.2 For the purposes of this clause the terms below have the following meanings:

- (a) “change” means situations where the Employer proposes to make a change or changes likely to affect existing practice/s, working conditions or employment prospects of Employees.
- (b) “consultation” means a process that involves the timely exchange of relevant information and the opportunity for discussions between the parties on matters relevant to a proposed change. These discussions are to provide the Union and Employees with a genuine opportunity to contribute to the decision-making process.

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

55.4 The parties agree that:

- (a) Consultation must occur prior to the Employer's decision to make a change.
- (b) The Employer must notify the Union and Employees who could be affected by a proposed change as soon as practicable. To enable genuine consultation to occur, the notification must be in writing and include, at a minimum, the nature of the proposed change and the effects it is likely to have on Employees.
- (c) The consultation discussion must commence as soon as possible after the Employer notifies the Union and affected Employees of the proposed change.

- (d) The consultation process must be open and transparent and apply the following principles:
 - (i) Employers must ensure appropriate mechanisms and communication channels are in place to facilitate consultation;
 - (ii) the Employer and the Union must provide all reasonable and relevant information except confidential commercial, business or personal information, the release of which can seriously harm a party or individual;
 - (iii) information provided must be clear and with sufficient background information available so that issues are understood;
 - (iv) Employers must assess the impacts of change broadly;
 - (v) throughout the consultation process, the Employer must provide adequate time, resources and support for information to be considered by affected Employees and the Union and for consultation to occur; and
 - (vi) once a change is implemented, the Employer must evaluate and review the change and inform the Union of the review outcomes.

55.5 Where the Employer is proposing change that can result in Surplus employees, they must provide information on their overall workforce composition to the Union and the likely affected Employees as soon as possible. This includes, but is not limited to, data on the use of fixed term contract Employees, casual Employees, labour hire employees and contractors including the:

- (a) number of Employees or persons engaged in each category;
- (b) position or duties being undertaken by each Employee or person engaged;
- (c) reason for the arrangement or employment;
- (d) total duration of each arrangement or employment (including successive contracts); and
- (e) expiry date of contracts (excluding for casual Employees).

Joint Consultative Committee

55.6 Effective communication is necessary to improve the business/operational performance and the working environment in Agencies.

55.7 The parties confirm their ongoing commitment to the Joint Consultative Committee (JCC) process.

55.8 Each Agency must have a JCC, for the purposes of consultation under this Agreement, comprising of the Employer or their nominee, Employer nominated representatives and Union nominated representatives, unless it is otherwise agreed between the Employer and the Union to effect consultation through some other means.

- 55.9 The JCC must convene within 28 days of a written request being received from either party.
- 55.10 The JCC determines its own operating procedures.
- 55.11 JCC's are a forum for consultation on issues such as:
- (a) development of workload management tools within the Agency;
 - (b) industrial issues;
 - (c) fixed term contract employment, casual employment and labour hire usage;
 - (d) changes to work organisation and/or work practices occurring in the workplace;
 - (e) Employer implementation of recommendations from Government decisions, policies and initiatives; and
 - (f) Employer implementation of other aspects of this Agreement.
- 55.12 The consultation process must comply with the parameters set out in clause 55.4.
- 55.13 Matters not resolved through the JCC can be referred to the provisions of clause 61 – Dispute Settlement Procedure of this Agreement.

56. PEAK CONSULTATIVE FORUM

- 56.1 The Peak Consultative Forum (PCF) is established for the purposes of consultation on cross-sector matters including the implementation of this Agreement.
- 56.2 The PCF consists of senior representatives from the Union and Directors General or their nominated representatives from GSLR, PSC, and other agencies as required.

Gender Pay Equity

- 56.3 Evidence suggesting the existence of agency-based or cross-sector issues contributing to gender pay inequity can be raised for discussion in the PCF. Discussions must consider appropriate mechanisms for review. Reviews established under this clause must be considered by PCF who can jointly submit findings and recommendations to government.

Targeted Separation Schemes

- 56.4 If a targeted separation scheme affecting Employees is approved in accordance with regulation 16 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA), GSLR must notify the Union as soon as possible and convene a meeting of the PCF as soon as reasonably practicable to discuss the appropriate mechanisms for consultation. This must include addressing:
- (a) any relevant cross sector matters; and
 - (b) agency-level consultation processes.

Redeployment and Redundancy

- 56.5 The parties acknowledge the completion of the review of existing processes for Public Sector redeployment and redundancy defined at clause 57.4 of the 2019 Agreement.
- 56.6 The parties also acknowledge the statutory review of Public Sector redeployment and redundancy required pursuant to section 96B of the *Public Sector Management Act 1994* (WA). The findings of the 2019 Agreement review are considered as part of the Statutory Review. The parties also agree to continue discussions of the review's findings at the PCF.

57. REVIEW OF COMMON USE AGREEMENTS AND CONTRACTS

Employer Reviews

- 57.1 Consistent with the preference for directly employed public sector employees to provide public services at clause 15 – Direct and Permanent Employment of this Agreement, during the life of this Agreement, Employers, who have not already, must review any contracts for service including contracts which utilise a CUA, falling into any of the following categories:

- (a) tendered contracts for services with a term of four years or more, including any extension to the original term; and
- (b) contracts with a term of 12 months or more for the provision of payroll, human resource management services, internal audit services, financial advice or ICT services, the annual value of which exceeds \$1 million;

to identify opportunities to return the delivery of services to the Employer to be carried out by directly employed Public Sector employees following the expiry of the contract, where it is economically viable to do so.

- 57.2 When undertaking the review described in clause 57.1, Employers are to examine:
- (a) the procurement planning process, including consideration of whether there are non-financial risks and benefits to the State and whether the contract currently provides value for money. In particular:
 - (i) an estimate of the cost of direct delivery of the service;
 - (ii) the capacity of the agency to continue to deliver the service in the event the contractor becomes unable to; and
 - (iii) the availability of labour and expertise within the employing authority and/or the broader public sector, including registered and registrable employees;
 - (b) whether the efficacy of each contract has been regularly assessed, including the outcome of any audit of whether suppliers under the contract have met their contractual obligations; and
 - (c) whether there is adequate expertise within agencies to provide oversight and evaluation of the contractual arrangement and use of the contract, including effective records management and data storage to inform future contracts. In particular:

- (i) that the agency is resourced to manage the contract for its duration considering any relevant requirements of the *Procurement Act 2020* (WA); and
 - (ii) whether agency records management and data storage processes are sufficient to assess the contracting decision was compliant with AP 5, and recommendations to address any gaps.
- 57.3 Within 3 months of the registration of this Agreement, Employers must advise the JCC, where one is established, or the Union of the contracts to be reviewed under this clause; and a target date for submission of a final report to the JCC or Union.
- 57.4 During the life of this Agreement, Employers must provide relevant information from the review, the review report and the review outcome in relation to the contracts reviewed under this clause to the Union.
- 57.5 Employers must notify the Union of the expiry date of any of the following contracts to which they are a party:
 - (a) a contract referred to in clause 57.1:
 - (i) if the Employer does not intend to extend the contract before it expires – 18 months before the expiry date; or
 - (ii) in any other case – when the contract is extended; and
 - (b) a contract referred to in clause 57.1 (b) – 6 months before the expiry date.
- 57.6 The requirements of clauses 57.1 – 57.4 do not apply to any contract that an Employer and the Union agree does not involve the delivery of services that are core public sector functions.
- 57.7 A JCC, or any member of that Committee, can refer to the PCF for review any proposal by an Employer to enter into a contract of a kind referred to in clause 57.1 (a) or (b).
- 57.8 The parties acknowledge that decisions continue to be made by Employers, who are responsible and accountable to Government for the effective and efficient operation of the Agency. Nothing in this clause prevents the Employer from using contracts for service where it is appropriate to do so.

Provision of Relevant Information for Proposed Contracts for Service – Contracting Out

- 57.9 Consistent with the requirements in clause 55 – Consultation and Joint Consultative Committee, Employers must provide the Union with the business case for, and all relevant information and data pertaining to, any proposed contracting out of any service or function currently performed by classifications of Employees employed by an Employer.

Confidentiality

- 57.10 Employers are not required to supply any information to the Union, the JCC or the PCF from the reviews under clause 57.1 if doing so discloses confidential, commercial in confidence, or personal information.

58. REVIEW INTO A DISCOUNTED PUBLIC TRANSPORT SCHEME

- 58.1 Government recognises that increased use of public transport has environmental, social and economic benefits and seeks to implement a scheme for Employees that provides more affordable access to public transport. Government wishes to consider options that deliver benefits to Employees and attract minimal implementation, ongoing compliance monitoring and other costs.
- 58.2 The parties acknowledge the Public Transport Scheme Working Group has submitted a final evaluation report, including recommendations, to Government for consideration and implementation of appropriate recommendations.

59. AMALGAMATION OF PUBLIC SECTOR CSA AGREEMENTS

- 59.1 The parties acknowledge significant work has been undertaken with the aim of restructuring and amalgamating existing public sector CSA agreements. The shared aim is to provide consistent conditions across the sector where possible.
- 59.2 The parties will explore opportunities to facilitate this consistency in the Replacement Agreement.

60. RESERVED MATTERS/LIBERTY TO APPLY

- 60.1 Notwithstanding clause 7 – No Further Claims of this Agreement, the parties agree to negotiate the following possible variations to this Agreement during its life:
- (a) variations to clause 55 – Consultation and Joint Consultative Committee of this Agreement;
 - (b) clause 11 – Traineeship Rates of Pay: identification of a suitable model of remuneration that provides an alternative to age-based increments.
- 60.2 If the parties reach agreement on either matter, the Agreement will be varied via section 43 of the *Industrial Relations Act 1979* (WA).
- 60.3 The parties will consider varying the notification of change and consultative mechanism provisions in the Applicable Awards.

61. DISPUTE SETTLEMENT PROCEDURE

- 61.1 Any questions, difficulties or disputes arising in the course of the employment of Employees covered by this Agreement must be dealt with in accordance with this clause.
- 61.2 The Employee can be accompanied by a Union representative during all stages of this procedure.
- 61.3 The Employee/s and the manager with whom the dispute has arisen must discuss the matter and attempt to find a satisfactory solution within three working days.
- 61.4 If the dispute cannot be resolved at this level, the matter must 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.

- 61.5 If the dispute is still not resolved, it can be referred by the Employee/s or Union representative to the Employer or Employer nominee.
- 61.6 Where the dispute cannot be resolved within five working days of the Union representative's referral of the dispute to the Employer or Employer nominee, either party can refer the matter to the WAIRC.
- 61.7 The period for resolving a dispute can be extended by agreement between the parties.
- 61.8 Notwithstanding the operation of clauses 61.3 – 61.6, questions, difficulties or disputes involving multiple employees can be raised by the Union directly with the Employer or the Employer's nominated representative.
- 61.9 If a dispute is raised by the Union via clause 61.8, the parties must make a genuine attempt to reach an agreed solution. If the dispute cannot be resolved, either party can refer the dispute to the WAIRC for conciliation or, where appropriate, arbitration.
- 61.10 Nothing in this clause constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008* (WA).

PART 11: SCHEDULES TO THIS AGREEMENT

SCHEDULE 1: SIGNATURES OF PARTIES

Signed:



Signature

9/2/23

Date

Rikki Hendon
General Secretary
The Civil Service Association of Western Australia Incorporated

Signed:



Signature

.....
8 February 2023

Alex Lyon
Executive Director, Government Sector Labour Relations
Acting as agent for each Employing Authority listed in Schedule 6 (2) and (3)

SCHEDULE 2: GENERAL DIVISION SALARIES

Level	Current salary	2022 salary	2023 salary
1.1	\$53,930	\$57,060	\$60,190
1.2	\$56,742	\$59,872	\$63,002
1.3	\$59,698	\$62,828	\$65,958
1.4	\$62,376	\$65,506	\$68,636
Level 2			
2.1	\$64,172	\$67,302	\$70,432
2.2	\$65,781	\$68,911	\$72,041
2.3	\$67,482	\$70,612	\$73,742
2.4	\$69,256	\$72,386	\$75,516
Level 3			
3.1	\$72,896	\$76,026	\$79,156
3.2	\$74,781	\$77,911	\$81,041
3.3	\$76,723	\$79,853	\$82,983
3.4	\$78,717	\$81,847	\$84,977
Level 4			
4.1	\$81,452	\$84,582	\$87,712
4.2	\$83,593	\$86,723	\$89,853
4.3	\$85,797	\$88,927	\$92,057
Level 5			
5.1	\$90,047	\$93,177	\$96,307
5.2	\$92,915	\$96,045	\$99,175
5.3	\$95,896	\$99,026	\$102,156
5.4	\$98,994	\$102,124	\$105,254
Level 6			
6.1	\$103,966	\$107,096	\$110,309
6.2	\$107,350	\$110,571	\$113,888
6.3	\$110,853	\$114,179	\$117,604
6.4	\$114,590	\$118,028	\$121,569
Level 7			
7.1	\$120,725	\$124,347	\$128,077
7.2	\$124,701	\$128,442	\$132,295
7.3	\$129,033	\$132,904	\$136,891
Level 8			
8.1	\$136,296	\$140,385	\$144,597
8.2	\$141,348	\$145,588	\$149,956
8.3	\$147,609	\$152,037	\$156,598

General Division Salaries (continued)

Level 9			
9.1	\$155,689	\$160,360	\$165,171
9.2	\$160,981	\$165,810	\$170,784
9.3	\$167,015	\$172,025	\$177,186
Class 1	\$176,438	\$181,731	\$187,183
Class 2	\$185,588	\$191,156	\$196,891
Class 3	\$194,725	\$200,567	\$206,584
Class 4	\$203,869	\$209,985	\$216,285

SCHEDULE 3: SPECIFIED CALLING SALARIES

Level	Current salary	2022 salary	2023 salary
Level 1			
1.1	\$70,165	\$73,295	\$76,425
1.2	\$73,597	\$76,727	\$79,857
1.3	\$77,405	\$80,535	\$83,665
1.4	\$82,164	\$85,294	\$88,424
1.5	\$89,542	\$92,672	\$95,802
1.6	\$94,345	\$97,475	\$100,605
Level 2			
2.1	\$96,548	\$99,678	\$102,808
2.2	\$99,634	\$102,764	\$105,894
2.3	\$102,845	\$105,975	\$109,154
2.4	\$106,179	\$109,364	\$112,645
Level 3			
3.1	\$111,533	\$114,879	\$118,325
3.2	\$115,176	\$118,631	\$122,190
3.3	\$118,944	\$122,512	\$126,187
3.4	\$122,969	\$126,658	\$130,458
Level 4			
4.1	\$126,885	\$130,692	\$134,613
4.2	\$131,074	\$135,006	\$139,056
4.3	\$135,636	\$139,705	\$143,896
Level 5			
5.1	\$143,046	\$147,337	\$151,757
5.2	\$148,358	\$152,809	\$157,393
5.3	\$154,940	\$159,588	\$164,376
Level 6			
6.1	\$163,164	\$168,059	\$173,101
6.2	\$168,719	\$173,781	\$178,994
6.3	\$175,055	\$180,307	\$185,716
Level 7	\$184,637	\$190,176	\$195,881
Level 8	\$194,220	\$200,047	\$206,048
Level 9	\$203,794	\$209,908	\$216,205
Level 10	\$213,375	\$219,776	\$226,369

SCHEDULE 4: LEGAL GRADE SALARIES

WA Government lawyers within the meaning of the *Legal Profession Act 2008* (WA) who are employed within the State Solicitor's Office, the Office of the Director of Public Prosecutions, the Office of the Public Trustee, or the Parliamentary Counsel's Office are entitled to the salaries set out in this Schedule applicable to the level to which each lawyer is appointed.

WA Government lawyers who are not employed in the State Solicitor's Office, the Office of the Director of Public Prosecutions, the Office of the Public Trustee, or the Parliamentary Counsel's Office are entitled to the salaries set out in Schedule 3 – Specified Calling Salaries of this Agreement applicable to the level to which each lawyer is appointed.

Crown Lawyer Specified Callings Descriptor	Current salary	2022 salary	2023 salary
L1LG.1	\$89,542	\$92,672	\$95,802
L1LG.2	\$91,909	\$95,039	\$98,169
L1LG.3	\$94,345	\$97,475	\$100,605
L1LG.4	\$96,548	\$99,678	\$102,808
L1LG.5	\$99,634	\$102,764	\$105,894
L2LG.1	\$96,548	\$99,678	\$102,808
L2LG.2	\$99,634	\$102,764	\$105,894
L2LG.3	\$102,845	\$105,975	\$109,154
L2LG.4	\$106,179	\$109,364	\$112,645
L2LG.5	\$111,533	\$114,879	\$118,325
L2LG.6	\$115,176	\$118,631	\$122,190
L3LG.1	\$126,885	\$130,692	\$134,613
L3LG.2	\$131,074	\$135,006	\$139,056
L3LG.3	\$135,636	\$139,705	\$143,896
L4LG.1	\$143,047	\$147,338	\$151,758
L4LG.2	\$148,358	\$152,809	\$157,393
L4LG.3	\$154,940	\$159,588	\$164,376
L4LG.4	\$163,164	\$168,059	\$173,101
L4LG.5	\$168,719	\$173,781	\$178,994
L5LG.1	\$184,637	\$190,176	\$195,881
L6LG.1	\$203,794	\$209,908	\$216,205
L6LG.2	\$215,679	\$222,149	\$228,813
L6LG.3	\$228,507	\$235,362	\$242,423
L7LG.1	\$240,171	\$247,376	\$254,797

SCHEDULE 5: AGENCY SPECIFIC AGREEMENTS

(1) TAFE colleges

AGENCY	TITLE OF AGREEMENT	ASA NUMBER
North Metropolitan TAFE	Central TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 53 of 2002
	Midland College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 52 of 2002
	West Coast College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 59 of 2002
South Metropolitan TAFE	Challenger TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 61 of 2002
	South East Metropolitan College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 54 of 2002
Central Regional TAFE	C Y O'Connor College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 58 of 2002
	Central West College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 56 of 2002
North Regional TAFE	Kimberley College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 60 of 2002
	Eastern Pilbara College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 57 of 2002
	West Pilbara College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 50 of 2002
South Regional TAFE	Great Southern TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 55 of 2002
	South West Regional College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 51 of 2002

(2) Other agencies

AGENCY	TITLE OF AGREEMENT	ASA NUMBER
Department of Education	Country High Schools Authority Administration Officers Agency Specific Agreement 2007	PSAAG 8 of 2007
Department of Communities	Department for Child Protection Agency Specific Agreement 2016	PSAAG 1 of 2016
Department of Communities	Disability Services Commission – Disability Justice Officers Agency Specific Agreement 2015	PSAAG 6 of 2015
Department of Justice	Department of Corrective Services – Community Work Officers – Agency Specific Agreement 2008	PSAAG 3 of 2008
Department of Primary Industries and Regional Development	Department of Agriculture and Food Agency Specific Agreement 2007	PSAAG 3 of 2007
Department of Finance	Department of Treasury and Finance Agency Specific Agreement 2010	PSAAG 8 of 2010
Department of Primary Industries and Regional Development	Department of Fisheries Agency Specific Agreement 2014	PSAAG 17 of 2014
Department of Fire and Emergency Services	Department of Fire and Emergency Services CSA Agency Specific Agreement 2019	PSAAG 4 of 2019
Department of Mines, Industry Regulation and Safety	Department of Industry and Resources Agency Specific Agreement 2005	PSAAG 16 of 2005
Department of Biodiversity Conservation and Attractions	Department of Environment and Conservation Agency Specific Agreement for Employees Working on Barrow Island 2011	PSAAG 22 of 2011
Department of Biodiversity Conservation and Attractions	Department of Environment and Conservation Agency Specific Agreement 2007	PSAAG 15 of 2007
Department of Planning, Lands and Heritage	Department for Planning and Infrastructure Agency Specific Agreement 2007	PSAAG 18 of 2007
Department of the Premier and Cabinet	State Law Publisher Agency Specific Agreement 2012	PSAAG 2 of 2012
Department of Transport	Department for Planning and Infrastructure Agency Specific Agreement 2007	PSAAG 18 of 2007
Department of Local Government, Sport	Department of Racing, Gaming and Liquor Agency Specific Agreement 2008	PSAAG 16 of 2008

AGENCY	TITLE OF AGREEMENT	ASA NUMBER
and Cultural Industries		
Department of Communities	Disability Services Commission (Public Servants) Agency Specific Agreement 2006	PSAAG 18 of 2006
Forest Products Commission	Forest Products Commission Agency Specific Agreement 2007	PSAAG 16 of 2007
Government Employees Superannuation Board	Government Employees Superannuation Board (GESB) Agency Specific Agreement 2005	PSAAG 6 of 2005
Landgate	Department of Land Information Agency Specific Agreement 2006	PSAAG 5 of 2006
Legal Aid Commission	Legal Aid Commission of Western Australia Agency Specific Agreement 2005	PSAAG 7 of 2005
Lotterywest	Lotterywest Agency Specific Agreement 2005	PSAAG 10 of 2005
Metropolitan Cemeteries Board	Metropolitan Cemeteries Board Agency Specific Agreement 2007	PSAAG 17 of 2007
Office of the Auditor General	Office of the Auditor General Agency Specific Agreement 2009	PSAAG 8 of 2009
Rottnest Island Authority	Rottnest Island Authority Agency Specific Agreement 2007	PSAAG 6 of 2007
Western Australian Police	Western Australia Police Agency Specific Agreement 2016	PSAAG 3 of 2016

SCHEDULE 6: PARTIES TO THIS AGREEMENT

(1) Union Party

The Civil Service Association of Western Australia Incorporated

(2) Employer Parties – respondent to the *Public Service Award 1992*

The employing authority, as defined by the *Public Sector Management Act 1994* (WA), of each of the following public authorities, are parties to this Agreement, as well as respondents to the *Public Service Award 1992*:

Chemistry Centre (WA)
Commissioner for Children and Young People
Commissioner for Equal Opportunity (Equal Opportunity Commission)
Department of Biodiversity, Conservation and Attractions
Department of Communities
Department of Education
Department of Finance
Department of Fire and Emergency Services
Department of Health
Department of Jobs, Tourism, Science and Innovation
Department of Justice
Department of Local Government, Sport and Cultural Industries
Department of Mines, Industry Regulation and Safety
Department of Planning, Lands and Heritage
Department of Primary Industries and Regional Development
Department of the Premier and Cabinet
Department of the Registrar, Western Australian Industrial Relations Commission
Department of Training and Workforce Development
Department of Transport
Department of Treasury
Department of Water and Environmental Regulation
Disability Services Commission
Economic Regulation Authority
Gascoyne Development Commission
Goldfields-Esperance Development Commission
Government Employees Superannuation Board
Great Southern Development Commission
Health and Disability Services Complaints Office
Housing Authority
Infrastructure WA
Kimberley Development Commission
Law Reform Commission of Western Australia
Mental Health Commission
Metropolitan Redevelopment Authority
Mid West Development Commission
Minerals Research Institute of Western Australia
Office of the Auditor General
Office of the Director of Public Prosecutions
Office of the Inspector of Custodial Services

Peel Development Commission
Pilbara Development Commission
Public Sector Commission
Rottnest Island Authority
School Curriculum and Standards Authority
South West Development Commission
Western Australian Electoral Commission
Western Australian Health Promotion Foundation (Healthway)
Western Australian Meat Industry Authority
Western Australia Police
Wheatbelt Development Commission
WorkCover Western Australia Authority

- (3) Employer Parties – respondent to the *Government Officers Salaries, Allowances and Conditions Award 1989*

The employing authority of each of the following are parties to this Agreement, as well as respondents to the *Government Officers Salaries, Allowances and Conditions Award 1989*:

Albany Cemetery Board
Animal Resources Authority
Arts and Culture Trust
Botanic Gardens and Parks Authority
Building and Construction Industry Training Fund
Bunbury Cemetery Board
Central Regional TAFE
Construction Industry Long Service Leave Payments Board (MyLeave)
Department of Biodiversity, Conservation and Attractions
Department of Communities
Department of Education
Department of Jobs, Tourism, Science and Innovation
Department of Local Government, Sport and Cultural Industries
Department of Primary Industries and Regional Development
Department of Training and Workforce Development
Disability Services Commission
Forest Products Commission
Geraldton Cemetery Board
Infrastructure WA
Kalgoorlie-Boulder Cemetery Board
Keep Australia Beautiful Council (W.A.)
Legal Aid Commission of Western Australia
Legal Practice Board of Western Australia
Lotteries Commission (LotteryWest)
Metropolitan Cemeteries Board
Minerals Research Institute of Western Australia
North Metropolitan TAFE
North Metropolitan Health Service (Salaried Officers in the Dental Health Services other than Dentists and Dental Technicians)
North Regional TAFE
Office of the Information Commissioner
Parliamentary Commissioner for Administrative Investigations (Ombudsman Western

Australia)
School Curriculum and Standards Authority
Small Business Development Corporation
South Metropolitan TAFE
South Regional TAFE
Teacher Registration Board of Western Australia
The Burswood Park Board
The Hon. Premier, the Hon. Deputy Premier and all Ministers of the Crown in the right of the State of Western Australia as they be from time to time.
The National Trust of Australia (W.A.)
Veterinary Surgeons Board of Western Australia
Western Australian Land Information Authority (Landgate)
Western Australian Sport Centre Trust (VenuesWest)
Western Australian Tourism Commission (Tourism Western Australia)
Zoological Parks Authority