

**PUBLIC TRANSPORT AUTHORITY
SALARIED OFFICERS AGREEMENT 2011**

PSAAG 17 OF 2011

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement shall be known as the Public Transport Authority Salaried Officers Agreement 2011 which replaces and cancels the:

- Public Transport Authority Salaried Officers Agreement 2008 (AG 6 of 2009) and
- Public Transport Authority Salaried Officers (APEA) Agreement 2008 (AG 35 of 2009).

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3. PURPOSE

The objective of this Agreement is to assist the PTA achieve its corporate purpose, aim and values by providing a working environment that enables individuals and the organisation to grow, learn and achieve goals.

- 3.1 The PTA's purpose is "to provide safe, customer-focussed, efficient and cost-effective transport services".
- 3.2 The PTA's vision is "to make public transport the number one choice for connecting more people and places".
- 3.3 The PTA's values are:
 - a) Respect - We value and respect our customers, suppliers and each other.
 - b) Recognition - We recognise each other for achievement, initiative and innovation.
 - c) Integrity - We are honest and ethical.
 - d) Safety - We are committed to safety and protecting your future.
 - e) Sustainability - We consider the long term impact of everything we do – economic, social and environmental.

4. DEFINITIONS

For the purposes of the Agreement the following definitions shall apply:

- 4.1 “Agreement” means the PTA Salaried Officers Agreement 2011.
- 4.2 “Base Salary” means the base salary rate as provided for within Schedules A to C of this Agreement.
- 4.3 “Chief Executive Officer” means the Chief Executive Officer (CEO) appointed under the *Public Transport Authority Act 2003*, or his or her nominee, or where the Chief Executive has nominated the Managing Director, the Managing Director’s nominee.
- 4.4 "Competency" means knowledge and skills and the application of the knowledge and skill to the standards of performance required in the workplace in accordance with the Australian National Training Authority.
- 4.5 “Day” means 7.5 or 8 hours for employees working standard ordinary hours, depending on the context, and in the case of operational and part-time employees, means the shift that they have been rostered to work on that particular day.
- 4.6 “De Facto Partner” means a relationship (other than a legal marriage between two persons who live together in a ‘marriage-like’ relationship and includes same sex partners.
- 4.7 “Employee” means a salaried officer employed under Part 3 of the *Public Transport Authority Act 2003*.
- 4.8 "Employer" means the Public Transport Authority of Western Australia (PTA).
- 4.9 "Graduate Development Program" means the PTA program bearing that name covering positions to which the PTA can appoint employees who are Graduates. Some positions for which the PTA may employ Graduates may not be covered by the Graduate Development Program.
- 4.10 “Industrial Circular” means a written authority signed by the Executive Director, People and Organisational Development to implement a directive across the PTA.
- 4.11 "Operational Employee" means a salaried officer appointed to a position designated as "operational" by the Chief Executive Officer consistent with any applicable PTA policy and as defined by Clause 25. – Hours of Work of this Agreement.
- 4.12 “Public Sector” means the term as defined in Section 3 the *Public Sector Management Act 1994*.
- 4.13 “Spouse” means a person who is lawfully married to that person.
- 4.14 “Shift Work Employee” means an employee who works a regular rotating roster and is required to work over the seven days of the week and/or the 24 hours of the day and as defined by Clause 25. – Hours of Work of this Agreement.
- 4.15 "Trainee" means a person actively participating in an accredited Traineeship program.
- 4.16 "Traineeship" means a structured work-based learning program formally approved by the relevant Government department consistent with National competency standards. A Traineeship shall include on and off the job training and allow for the practical application of these skills at the workplace.

- 4.17 "Undergraduate" means a person recruited on a temporary basis for vacation employment to undertake specific project work during university semester breaks.
- 4.18 "Union/s" means the Western Australian Municipal, Administrative, Clerical and Services Union of Employees (ASU) and the Association of Professional Engineers, Australia (Western Australian Branch) Organisation of Employees (APEA).
- 4.19 "WAIRC" means the Western Australian Industrial Relations Commission and includes where appropriate, the Public Service Arbitrator.

5. APPLICATION AND PARTIES BOUND

- 5.1 This Agreement shall apply to all Employees who are members of or eligible to be members of the Unions.
- 5.2 The Agreement shall apply to and be binding on the:
- PTA;
 - ASU and
 - APEA.
- 5.3 As at the date of registration the approximate number of Employees bound by this Agreement is 622.

6. RELATIONSHIP TO THE AWARD

This Agreement is comprehensive and applies to the exclusion of any future Award for which the parties may be bound.

7. DATE AND PERIOD OF OPERATION

- 7.1 This Agreement shall operate from the beginning of the first pay period on or after the date of registration (except where specifically provided) and expires on 31 March 2014.
- 7.2 Upon expiry, the Agreement shall continue in force until replaced by a new industrial agreement.
- 7.3 The parties to this Agreement agree to re-open negotiation for a replacement agreement at least six months prior to the expiry date of this Agreement.

8. NO FURTHER CLAIMS

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

PART 2 – CONTRACT OF EMPLOYMENT

9. CONTRACT OF SERVICE

9.1 Probationary Employment

- 9.1.1 Subject to subclause 9.1.2, a new Employee's appointment to a position in the PTA will be subject to a probationary period of six months.
- 9.1.2 However, Employees appointed from the Public Sector who have at least six months' continuous satisfactory service immediately prior to their permanent appointment will not be required to serve a probationary period.
- 9.1.3 A probationary employee will be assessed three months before the expiry of six months in order to determine their suitability for confirmation of their appointment.
- 9.1.4 The decision whether to confirm the appointment of an Employee will be based on the assessment of their performance against the requirements of the job.
- 9.1.5 During the probationary period, the contract of service may be terminated by one week's notice from either the Employer or the Employee or by the payment or forfeiture, as the case may be, of one week's rate of pay. However, a lesser period of notice may apply where the Employer and Employee mutually agree.
- 9.1.6 On or before the expiry of the probationary period, the Employer may:
- a) confirm the appointment; or
 - b) extend the period of probation for up to six months or
 - c) allow the probationary employment to lapse, and thereby terminating the contract of employment and the probationary employee will be given reason for non confirmation of appointment.
- 9.1.7 If probation is extended under subclause 9.1.6 (b), then the provision for termination of contract under subclause 9.1.5 will continue to apply for the further period of probationary employment.

9.2 Termination of Employment

- 9.2.1 Other than for probationary or casual employees, the Employee or the Employer may terminate the contract of service by providing:
- a) four weeks' written notice or by the payment or forfeiture of four weeks' pay in lieu of notice as the case may be or
 - b) such other period as specified in the Employee's contract of service where applicable.
- 9.2.2 In addition to the notice at subclause 9.2.1, where the Employer terminates an Employee over 45 years of age at the time of the giving of the notice with not less than two years continuous service, the Employee is entitled to an additional week's notice.
- 9.2.3 If an Employee fails to give the required notice the Employer has the right to withhold any monies due to the Employee to a maximum amount equal to the ordinary time rate of pay for the additional period of notice not given.
- 9.2.4 The Employer and Employee may mutually agree to a shorter notice period or waive the notice.

- 9.2.5 Payment in lieu of the notice will be made if the applicable notice period is not required to be worked. Employment may be terminated by the Employee working part of the applicable period of notice and by the Employer making payment for the remainder of the period of notice.
- 9.2.6 Any payment in lieu of notice shall be calculated by reference to the salary the Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated.
- 9.2.7 The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal. Such conduct includes inefficiency within the first 14 days, neglect of duty or misconduct.
- 9.2.8 Where an Employer has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

9.3 **Phased Retirement**

- 9.3.1 An Employee who attains the age of 55 years may seek to phase into retirement as agreed with the Employer in accordance with the Employer's "Phased Retirement Guidelines" as amended from time to time. Where and to the extent to which the Unions and the Employer agree, these Guidelines may prevail over any inconsistent provision in this Agreement.

10. **TYPES OF EMPLOYMENT**

10.1 **General**

- 10.1.1 Employees under this Agreement will be employed in one of the following categories:

- a) full-time; or
- b) regular part-time; or
- c) fixed term contract or
- d) casual.

10.2 **Regular Part-time Employee**

- 10.2.1 An Employer may employ regular part-time employees in any classification in this Agreement.
- 10.2.2 A regular part-time employee is an Employee who:
- a) works less than full-time hours of 37.5 or 40 per week; and
 - b) has reasonably predictable hours of work and
 - c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 10.2.3 At the time of engagement the Employer and regular part-time employee will agree in writing on a regular pattern of work, specifying the total weekly ordinary hours, the hours worked

each day, the days of the week the Employee will work and the actual starting and finishing times each day.

10.2.4 The Employee's regular pattern of work can be varied in writing as follows:

10.2.4.1 The Employer may vary the Employee's starting and finishing times and/or particular days worked, but not the Employee's total weekly ordinary hours, by giving the Employee one month's written notice of any proposed variation.

10.2.4.2 The Employer and the Employee may record in writing any agreed variation to the regular pattern of work, including the total weekly ordinary hours, the hours worked each day, the days of the week the Employee will work, the actual start and finishing times each day, whether the variation is temporary or indefinite, and if temporary, the duration of the variation.

10.2.5 All time worked in excess of the Employee's regular pattern of work will be overtime and paid for at the rates prescribed in Clause 27 – Overtime of this Agreement.

10.2.6 The provisions of this Agreement shall apply proportionately to a regular part-time employee unless otherwise specified in this Agreement.

10.3 **Fixed Term Contract Employee**

10.3.1 An Employee who is employed on a fixed term contract shall be employed for a specific project and for a specific period of time.

10.3.2 A fixed term contract may have a renewal clause that can be agreed between the Employer and Employee.

11. **CASUALS**

11.1 A casual employee may be engaged on an hourly basis and paid as such.

11.2 A casual employee shall be paid an ordinary hourly rate based on the following formula:

Fortnightly Salary (as calculated in accordance with subclause 16.3) / 75 hours

11.3 A casual employee in addition to the ordinary hourly rate of pay shall be paid a casual loading of 20% in lieu of all paid leave. The salary schedule for current casual employees is set out at Schedule C – Salary Schedules – Casuals, Traineeships and Graduates of this Agreement.

12. **TRAINEESHIPS**

12.1 **Training Conditions**

12.1.1 Trainees shall attend approved on and off the job training prescribed in the relevant training program or as notified to the Trainee by the Employer.

12.1.2 Trainees may attend off the job training which is approved by the appropriate regulatory body.

12.1.3 On the job training shall be written in approved competency based language and able to be assessed by the supervisor.

12.1.4 Each training module shall be credentialed so that a Trainee is able to demonstrate to prospective Employers that they have attained a recognised level of competency.

- 12.1.5 Trainees will receive a mix of supervised work experience, structured training on the job and off the job, and the opportunity to practice new skills in a work environment.
- 12.1.6 The Employer shall ensure that the Trainees are permitted to attend the prescribed off the job training and is provided appropriate on the job training.
- 12.1.7 The Employer shall provide an appropriate level of supervision in accordance with the approved training plan.

12.2 **Employment Conditions**

- 12.2.1 Initial placement shall be for a period of 12 months. A longer or shorter period may be required contingent on attainment of required competencies.
- 12.2.2 Completion of the Traineeship scheme will not guarantee the Trainee future employment with the Employer, but the Employer will cooperate to assist the Trainee to be placed in suitable employment, should a position arise.
- 12.2.3 Trainees are permitted to be absent from work without loss of continuity of employment to attend off the job training in accordance with the training plan. However, except for absences provided for under this Agreement, failure to attend for work or training without an acceptable cause will result in loss of pay for the period of the absence.
- 12.2.4 Overtime and shift work shall not be worked by Trainees except to enable the requirements of the training to be effected. When overtime and shift work are worked the relevant allowances and penalties of this Agreement, based on the training wage stated in subclause 12.3 will apply. No Trainee shall work overtime or shift work on their own.

12.3 **Salary**

- 12.3.1 The salary schedule for Trainees is set out at Schedule C – Salary Schedules – Casuals, Traineeships and Graduates of this Agreement.
- 12.3.2 The salary schedule shall be administratively updated by Industrial Circular in accordance with the *Circulars to Departments and Authorities* issued from time to time by the Western Australian Department of Commerce.
- 12.3.3 The applicable skill level classifications for Traineeships will be outlined in the Industrial Circular as issued from time to time.

13. **STAND DOWN**

- 13.1 Where the Employer, for any cause outside of the Employer's control, or, through industrial action, whether or not on the part of the Employee, is unable to provide useful work for an Employee in a normal work period, the Employer shall be entitled not to pay the Employee in respect of any such period; provided that the Employee may elect to have such a period paid as annual leave where there is an adequate outstanding entitlement to such leave.
- 13.2 Any period for which the Employee is not paid under the provision of subclause 13.1 will count as service for the accrual of leave to which the Employee would otherwise be entitled under this Agreement, provided that the Employee resumes work as required at the end of such period.
- 13.3 An Employee stood down is not entitled to payment for any public holiday occurring during the period of stand down.

14. INTEGRITY CHECK

- 14.1 Any Employee who is required to access SmarTrack ticketing system containing commuter details or the information database may be required to provide to the Employer a Police Clearance and obtain a National Police Certificate.
- 14.2 The Employer may prescribe restrictions to the access and use by an Employee of SmarTrack ticketing system or information on the database.

PART 3 – SALARIES AND RELATED MATTERS

15. SALARIES

- 15.1 The annual salaries provided for by this Agreement shall be those contained in:

- Schedule A – Salary Schedules – 37.5 Hour Week – Base, 1.3% Leave Loading and 1.9% Leave Loading;
- Schedule B – Salary Schedules – 40 Hour Week – Base, 1.3% Leave Loading and 1.9% Leave Loading and
- Schedule C – Salary Schedules – Casuals, Traineeships and Graduates

of this Agreement.

- 15.2 The Employer shall not be prohibited from:

- appointing Employees to a higher incremental level subject to previous relevant knowledge and experience or
- granting a temporary special allowance based on additional duties and responsibilities undertaken by an Employee due to the expertise and knowledge of the Employee.

15.3 Salary Increases

15.3.1 An Employee who is employed by the Employer on the date of registration of this Agreement will, on registration of the Agreement, receive a payment equivalent to the 3.75% additional salary that would have been paid had the salaries in Schedules A to C of this Agreement been paid on and from 15 April 2011.

15.3.2 The second salary increase of 4.00% shall operate on and from 13 April 2012.

15.3.3 The third salary increase of 4.00% shall operate on and from 12 April 2013.

15.3.4 The salary increases provided in this Agreement are in full and final settlement of productivity improvements up to the date of commencement of the Agreement.

15.3.5 An Employee who resigns or retires or whose employment is otherwise terminated prior to the registration of this Agreement is not entitled to the retrospective payment provided in subclause 15.3.1.

15.4 Aggregation

15.4.1 The salary for Employees required to work over the seven day and/or the 24 hours of the day for operational purposes as specified in Clause 25.6 – Operational Employees of this Agreement may be aggregated by agreement between the Employer and Employee.

- 15.4.2 The aggregated amount shall encompass penalties for weekend and shift work.
- 15.4.3 Operational employees may also agree to extend the spread of hours under Clause 25.6.4 (b) of this Agreement.

15.5 Undergraduate / Graduate Development Program

- 15.5.1 The salary rate applicable to an Undergraduate shall be 85% of the base applicable to a Graduate Level 2/4.1 as contained in Schedule C – Salary Schedules – Casuals, Traineeships and Graduates of this Agreement.
- 15.5.2 The following provisions shall apply to Employees who are engaged on the PTA's Graduate Development Program or Employees engaged in any other Graduate position.
 - a) A Graduate shall be appointed at the Graduate Level 2/4 increment level depending on their qualification as identified in Schedule C – Salary Schedules – Casuals; Traineeships and Graduates of this Agreement.
 - b) A Graduate who has completed an approved three-year tertiary qualification, relevant to their calling, shall commence at Graduate Level 2/4.1.
 - c) A Graduate who has completed an approved four-year tertiary qualification, relevant to their calling, shall commence at Graduate Level 2/4.2.
 - d) A Graduate who has completed an approved Masters or PhD degree, relevant to their calling, shall commence at Graduate Level 2/4.3.
 - e) A Graduate who attains a higher tertiary level qualification after appointment to the Graduate program or after conclusion of the program or after appointment to any other Graduate position shall not be entitled to any advanced progression through the incremental range.
 - f) Subject to satisfactory performance in the first year of the Graduate Development Program, Graduates will progress to the next increment point in the Graduate Level 2/4 range. Progression for Employees engaged in any other Graduate position is also subject to satisfactory performance.
- 15.5.3 Where a Undergraduate or Graduate is required to work such hours and /or shifts that ordinarily would attract penalty payments, the Undergraduate or Graduate shall be paid the penalty rates in accordance with this Agreement based on their Undergraduate or Graduate rate, as the case may be.
- 15.5.4 The parties agree that the existing Employer's classification systems or procedures including the annual increments will continue to apply to Undergraduates and Graduates until a competency based classification structure is developed.
- 15.5.5 The salary nexus between the salaried officers classification levels and Graduates are as follows:

Classification within PTA	Graduate Development Program
Level 2.1	Graduate Level 2/4.1
Level 2.3	Graduate Level 2/4.2
Level 2.5	Graduate Level 2/4.3
Level 3.2	Graduate Level 2/4.4
Level 4.1	Graduate Level 2/4.5

Level 4.3	Graduate Level 2/4.6
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16. PAYMENT OF SALARIES

- 16.1 Salaries shall be paid fortnightly no later than the Friday in the week in which the payment is made.
- 16.2 All salaries shall be paid into accounts (nominated by the Employee) with a bank, building society or credit union.
- 16.3 The salary for a fortnight shall be computed by dividing the yearly rate by 313 and multiplying the result by twelve.

17. RECOVERY OF OVERPAYMENTS

- 17.1 Where an Employee has been overpaid, the Employer may adjust subsequent pay/s to recover the overpayment.
- 17.2 The Employee will be notified in writing as soon as possible after an overpayment has been discovered and given options for repayment.
- 17.3 If agreement cannot be reached, the Employer may deduct the amount of overpayment over the same length of time that the overpayment occurred, provided that the Employer will not require an Employee to repay an amount exceeding 10% of the Employee's net pay in any one pay period.
- 17.4 In exceptional circumstances, the Employer may allow an extended period for the repayment of overpayments.
- 17.5 Any dispute in relation to the application of this clause shall be dealt with in accordance with Clause 63 – Dispute Settlement Procedure of this Agreement.

18. SALARY PACKAGING

- 18.1 An Employee may, by agreement with the Employer, enter into a salary packaging arrangement in accordance with the Employer's Salary Packaging Guidelines and Agreement or any similar salary packaging arrangement offered by the Employer.
- 18.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined at subclause 18.3) of an Employee, can be reduced by and substituted with another or other benefits.
- 18.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee Contributions.
- 18.4 The TEC for the purpose of salary packaging, is calculated by adding:
 - 18.4.1 The base salary;
 - 18.4.2 other cash allowances, e.g. Annual leave loading;
 - 18.4.3 non cash benefits, eg. Superannuation, motor vehicle etc;

- 18.4.4 any Fringe Benefit Tax liabilities currently paid and
- 18.4.5 any variable components, where commuted or annualised.
- 18.5 Where an Employee enters into a salary packaging arrangement they will be required to enter into a separate written agreement with the Employer that sets out the terms and conditions of the arrangement.
- 18.6 Notwithstanding any salary packaging arrangement the salary rate specified in Clause 15 – Salaries of this Agreement is the basis for calculating related entitlements specified in this Agreement.
- 18.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the Employer.
- 18.8 The salary packaging arrangement must also comply with relevant taxation laws and the Employer will not be liable for any additional tax, penalties or other costs payable or which may become payable by the Employee.
- 18.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the Employee or the provision of Employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the Employee.
- 18.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the Employee may vary or cancel a salary packaging arrangement.
- 18.11 The cancellation of salary packaging will not cancel or otherwise affect the operation of this Agreement.
- 18.12 The Employer shall not unreasonably withhold agreement to salary packaging on request from an Employee.
- 18.13 Clause 63 - Dispute Settlement Procedure in this Agreement shall be used to resolve any dispute arising from the operations of this clause. Where such a dispute is not resolved, either party may refer the matter to the WAIRC.

19. CLASSIFICATIONS

- 19.1 The Employer will evaluate and determine the classification of positions within the PTA for levels prescribed in this Agreement, including determinations as to:
- the appropriateness of Organisational, Divisional, Branch and Section Structures;
 - the classification level of new positions;
 - the classification level of existing positions which are subject to work value changes;
 - the reclassification or otherwise of individuals holding positions which are subject to classification change as a result of work value variations and
 - classification levels where temporary special allowances are proposed to be paid to a position holder for in excess of three months.
- 19.2 Upon written requests from the Unions, the Employer is to provide a list of the current classification and applicable levels covered by this Agreement within 14 days of such request.

- 19.3 Any disputes arising out of subclause 19.1 shall be raised with the Employer in the first instance and shall be dealt with by the Employer in accordance with the Employer's "Classification Review Committee Guidelines" as amended from time to time.
- 19.4 Where it is not resolved with the Employer, the dispute may be resolved by application under the *Industrial Relations Act 1979* to the Public Service Arbitrator or competent tribunal.

20. ANNUAL INCREMENTS

- 20.1 Subject to the Employee accumulating 12 months of continuous service with the Employer since last receiving a salary increment the Employee shall qualify for a further increment in their salary level if one is available unless there is an adverse report on the Employee's performance or conduct which recommends the non payment of an annual increment.
- 20.2 Where the report is adverse to the Employee the following provisions shall apply:
- 20.2.1 The report shall be brought to the notice of the Employee and shall be signed by the Employee as confirmation of it having been brought to their notice;
- 20.2.2 The Employee has a right, if they so desires, to give an explanation, or give any reason for disagreeing with the report or any aspect of the report. Any explanation or reason shall be given in writing and
- 20.2.3 The Employer shall consider the report and the Employee's explanation. If the matter is not resolved to the satisfaction of both parties the matter will be resolved pursuant to Clause 63 – Dispute Settlement Procedure of this Agreement.
- 20.3 Where an increase is not paid for a specific period, the Employer shall complete a further report before the expiry of that specific period and the provision of subclause 20.2 and 20.3 shall apply in respect of that report.
- 20.4 The non payment of an increase will not change the anniversary date of any further increase due to the Employee unless otherwise agreed by the Employer.

21. LEARNING RATE

- 21.1 The salary applicable to an Employee learning on the job shall be 85% of the ordinary rate applicable to the salary classification of the calling for which the Employee is being trained. This salary rate will apply to the Employee who is learning on the job for the duration of the training period.
- 21.2 Where an Employee who is learning on the job is required to work such hours and /or shifts that ordinarily would attract penalty payments, the learning Employee shall be paid the penalty rates in accordance with this Agreement based on the learning rate.
- 21.3 Where an existing Employee is appointed to a new position in which that Employee is learning on the job, the salary applicable to that Employee shall be the higher of the Employee's existing rate or the learning rate, except that an Employee whose existing rate was an aggregated rate shall not be entitled to more than their ordinary rate if the Employee is not required in their new position to carry out shift work and weekend work or work that normally attracts penalties.

22. HIGHER DUTIES ALLOWANCE

22.1 Payment for Additional Responsibilities

- 22.1.1 When an Employee performs the duties of a particular position higher than that in which the Employee is classified for a period of five consecutive working days or more the Employee shall be paid from the beginning of such period of higher duties the minimum salary attached to the higher position whilst continuing to perform the duties of that position.
- 22.1.2 An Employee who is directed to act in a higher position but who is not required to carry out the full duties and responsibilities of the position, shall be paid such proportion of the difference between the Employee's salary and that of the higher position as the duties and responsibilities performed bear to the full duties and responsibilities of the higher position.
- 22.1.3 Where the duties of a higher position are temporarily performed by two or more Employees, they shall each be paid an allowance as determined by the Employer.
- 22.1.4 Where the duties of a higher position are performed by an Employee for a period of less than five consecutive working days and those duties are shift work, the Employer may in its discretion approve the payment for that period of the minimum salary attached to the higher position.

22.2 Annual Leave

- 22.2.1 Where an Employee who is in receipt of an allowance granted under subclause 22.1 and has been so for a continuous period of 12 months or more, proceeds on any period of annual leave and resumes in the office immediately on return from leave, the Employee shall continue to receive the allowance for the period of leave.
- 22.2.2 Where an Employee who is in receipt of an allowance granted under subclause 22.1 and has been so for a continuous period of 12 months or more, proceeds on any period of annual leave and does not resume in the office immediately on return from leave, the Employee shall continue to receive the allowance for the period of the annual leave accrued during the period of higher duties allowance or for a period of normal annual leave, whichever is greater.
- 22.2.3 Where an Employee in receipt of an allowance granted under subclause 22.1 for less than 12 months proceeds on a period of annual leave, whether in excess of the normal entitlement or not, if 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 the Employee resumes in the office immediately on return from leave, the Employee shall continue to receive the allowance for the period of normal annual leave.
- 22.2.4 For the purpose of this subclause the expression 'normal annual leave' shall mean the annual period of recreation leave as referred to in Clauses 33.1 and 33.2 – Annual Leave of this Agreement and shall include any public holidays and leave in lieu accrued during the preceding 12 months taken in conjunction with such annual recreation leave.

22.3 Other Approved Leave

- 22.3.1 Where an Employee who is in receipt of an allowance granted under subclause 22.1 and has been so for a continuous period of 12 months or more, proceeds on a period of any approved leave of absence other than annual leave of not more than four weeks, the Employee shall continue to receive the allowance for the period of leave.
- 22.3.2 Where an Employee who has been in receipt of an allowance granted under subclause 22.1 for less than 12 months and 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 the Employee

resumes in the office immediately on return from leave, the Employee shall continue to receive the allowance for the period of leave.

22.3.3 Where an Employee who is in receipt of an allowance granted under subclause 22.1 proceeds on a period of any approved leave of absence other than annual leave of more than four weeks, such Employee shall not be entitled to receive payment of such allowance for the whole or any part of the period of such leave.

23. REVIEW OF AGGREGATION

23.1 The parties will review the current aggregated salary arrangements for the following salaried officers positions:

- City Control Officer;
- Electrical Control Officer;
- Operations Officer;
- Customer Information Officer;
- Information Officer;
- Senior Station Coordinator;
- Station Coordinator;
- Suburban Operations Coordinator;
- Ticketing Control Officer
- Transit Line Supervisor;
- Transit Shift Commander;
- Roster Clerk;
- Depot Masters;
- Customer Operations Support Officer and
- Train Controller.

23.2 The review of aggregation will be undertaken on the following understanding of the parties:

- a) Be endeavoured to be completed within 12 months of the operative date of the Agreement.
- b) To come to a single aggregation methodology.
- c) Record that single aggregation methodology in an exchange of letters and create a register of all Employees who currently have an agreement to aggregate the salaries for their position or who enter into such an agreement while the Agreement continues in force.
- d) The aggregate received by an Employee under the aggregation methodology should represent a reasonable approximation of the sum the Employee would otherwise be paid, averaged over the roster cycle.
- e) An aggregate methodology would not meet that principle if it produces pay outcomes that exceed or reduce by more than five percent the amount to which the Employee would otherwise be entitled to be paid if their pay were not aggregated.
- f) Provision to make separate the agreement to extension of the spread of hours without penalty payments from the Agreement to aggregate, so that one provision is not dependent on the other.
- g) If the parties fail to agree to a single aggregation methodology, the matter may be referred to the WAIRC.
- h) Any aggregation methodology agreed by the parties or determined by the Commission will apply to any existing and future aggregation for the term of the Agreement.

- i) Transitional arrangements where the new aggregation methodology causes a reduction in an existing Employee's entitlement, on the basis that:
 - i) within 12 months of the operative date no Employee will be receiving an aggregate payment that exceeds by more than 15 percent the amount to which the Employee would otherwise be entitled to be paid if their pay were not aggregated;
 - ii) any transitional arrangement will expire by the end of the term of any replacement Agreement;
 - iii) the Employer will not to seek recovery of any past payments where a reduction in aggregate occurs and
 - iv) the right to aggregation otherwise to be preserved by any replacement Agreement.

PART 4 – HOURS OF WORK

24. NOTIFICATION/CHANGE OF ROSTERS

- 24.1 The roster for Employees working seven days and/or twenty four hours of the day shall be alterable by mutual consent at any time or by amendment of the roster on seven days notice.
- 24.2 Where practicable rostered days off may be changed by mutual consent or through sickness or other cause over which the Employer has no control.
- 24.3 Where permanent change is made to the rosters provided for in Clause 25.6 – Operational Employees of this Agreement that would ordinarily result in a variation greater or less than 5% of the total aggregated amount, using same method of calculation, a new rate shall be determined. The new rate shall apply from the first pay period on or after the date of the permanent roster change.
- 24.4 The Employer is to provide the posting of the operational roster two weeks in advance, provided the Employer reserve the right to make later reasonable changes to the roster, provided the Employee was given at least 48 hours notice of the change to require the Employee to work the directed changes. Any dispute in relation to the posting of the operational roster shall be dealt with in accordance with Clause 63 – Dispute Settlement Procedure of this Agreement.

25. HOURS OF WORK

- 25.1 The ordinary hours of work for a full-time employee shall be either an average of thirty seven hours and 30 minutes (37.5) or forty hours (40) per week Monday to Friday inclusive for five day week employees and Monday to Saturday inclusive for six day week, as agreed between the Employee and the Employer. The Employer shall not unreasonably limit access to this working arrangement.
- 25.2 Ordinary hours of work for Employees are between the hours of 6:00 am and 6:00 pm, with an interval of a minimum of 30 minutes; Monday to Friday inclusive for five day week employees (non operational); and Monday to Saturday inclusive for six day week employees (operational).
- 25.3 The starting and finishing times will be flexible and responsive to customer needs and other operational requirements as determined by the Employer in consultation with the Employee.

25.4 **Implementation of 40 Hour Week**

The 40 hour week shall be applied as follows:

- a) The additional 2.5 hours in excess of the 37.5 hours per week will be paid at ordinary time rates.
- b) Any clause in this Agreement that provides for accruing of entitlements (for example overtime or leave) will be adjusted to reflect the working of a 37.5 hour or 40 hour week, as the case may be.
- c) The working arrangement of 37.5 or 40 hours will remain in place for a minimum of twelve months.
- d) The Employee in exceptional circumstances may request to revert back to previous arrangements (revert from a 40 hour week to a 37.5 hour week, or vice versa) within the twelve month period subject to an agreement between the Employer and Employee.
- e) Where an Employee commences a 40 hour week from a 37.5 hour week, leave entitlements which are based on accruing days or weeks of leave, but recorded in the payroll system in hours (e.g. annual leave, personal leave, public service holidays), will be dealt with as follows: existing hours will be converted upwards by multiplying all existing accrued entitlements by 1.06667 and future accrued entitlements will be based on 8 hour days. Leave entitlements based on hours only (e.g. blood donors leave) will not be affected.
- f) Where an Employee reverts back to a 37.5 hour week from a 40 hour week, for leave entitlements which are based on accruing days or weeks of leave, but recorded in the payroll system in hours (e.g. annual leave, personal leave, public service holidays), existing hours will be converted downwards by multiplying all existing accrued entitlements by 0.9375. Leave entitlements based on hours only (e.g. blood donors leave) will not be affected.

25.5 **Shift Work Employee**

25.5.1 The Employer may work part of its operations as shift work.

25.5.2 The ordinary hours of work for a shift work employee shall be an average of 37.5 or 40 hours per week exclusive of Sundays arranged as follows:

- a) To provide for an average of 37.5 or 40 per week from Monday to Saturday in five shifts over the roster cycle;
- b) The length of the roster cycle shall be agreed between the Employer and Employee, but shall provide for an average of 37.5 or 40 hours per week, exclusive of any work undertaken on Sundays.

25.5.3 Where agreed between the Employer and Employee(s) the ordinary hours of work for a shift work employee shall be arranged to provide an average of 37.5 or 40 hours per week including Sunday as part of the roster cycle. Where such an agreement is reached overtime shall be paid on a daily basis only and is payable for all time worked in excess of the rostered hours in any one shift.

25.5.4 A shift employee shall be paid ordinary rates plus the appropriate early morning, afternoon and night shift penalties, unless working six consecutive ordinary shifts, when the rate paid for the sixth shift shall be time and a half of the ordinary rate. Work on Sundays shall be paid at the overtime rates for Sunday. Double time shall be the maximum rate payable.

25.6 **Operational Employees**

25.6.1 Notwithstanding the other provisions of this clause, certain occupational groups, areas or positions may be nominated as "operational" by the General Manager of their division but the designation of such group, area or position as "operational" is at the discretion of the Chief Executive Officer and is subject to the Chief Executive Officer's written approval.

25.6.2 Operational employees under this agreement are salaried employees substantively occupying positions designated as operational in accordance with subclause 25.6.1.

25.6.3 Operational employees shall be required to work ordinary hours of duty of on average 40 per week Sunday to Saturday inclusive.

25.6.4 a) The agreed spread of working hours for operational employees shall not exceed nine hours overall, unless extended as per subclause 25.6.4 (b), except in cases of emergency where the spread of hours may be extended to twelve hours for short periods of less than four days.

b) Where the spread of hours are extended by agreement between the Employer and Employee/s the period shall be computed as ordinary hours and not attract penalty payments.

25.6.5 Operational employees shall be required to work continuous shiftwork on a 24 hour/ 7 day week rotational roster to meet PTA's operational requirements.

25.6.6 Approved operational groups, areas and positions together with any aggregated salary arrangements will be recorded by means of an exchange of letters between the Employer and the Union.

25.7 Any dispute in relation to the application of this clause shall be dealt with in accordance with Clause 63 – Dispute Settlement Procedure of this Agreement.

25.8 **Rest Periods**

25.8.1 Except in cases of emergency or unless in special cases by agreement between the Employer and Employee, an Employee shall not be called on duty unless such Employee has had at least ten hours' unbroken rest.

25.8.2 In cases where such Employees are required to take up duty with less than the prescribed period of rest in subclause 25.8.1, they shall be paid double times the ordinary rates.

25.8.3 In the circumstance that an Employee is required to take up duty with less than the prescribed period of rest, the Employee shall not be required to commence the next shift until they have had the requisite ten hour rest period.

25.9 Work on Weekends

25.9.1 All time worked on a Saturday shall be paid at the rate of time and a half.

25.9.2 Employees, when called upon to work on a Sunday shall be paid for all time worked on Sunday at the rate of double time.

25.10 Work on a Rostered Day Off

Any Employee called in to work on any day on which the Employee has been rostered off shall be given not less than twelve hours' notice or shall be paid for all time worked on such day at the rate of time and a half, unless the Employee is otherwise entitled to payment for overtime.

25.11 Recalled to Duty

Employees brought on duty outside their ordinary working hours shall, except where such duty is continuous with their ordinary shift, be paid for all such time, with a minimum of three hours' pay at the rate applicable to the day.

25.12 Minimum Hours of Duty

25.12.1 Where an Employee reports for a rostered shift and is informed of not being required, such Employee shall be paid a minimum of three hours pay at the rate applicable to the day.

25.12.2 No rostered shift, shall be less than three hours at the rate applicable to the day, except on a Sunday which shall be paid a minimum of four hours' pay at the rate applicable to the day, provided that this shall not apply in the case of a shift starting on Sunday and continuing into Monday, where an ordinary shift may be worked.

26. FLEXIBLE WORKING HOURS ARRANGEMENTS

26.1 Flexible working hours arrangements may be implemented within the workplace between the Employer and the Employees concerned to meet particular work requirements.

Agreed arrangements must specify the extent of any flexibility in Employees' start and finish times. Any agreed working hours must be responsive to customer needs and operational requirements.

26.2 Flexible working hours shall be worked between 6.00 am and 6.00 pm five days a week, from Monday to Friday for five day employees and Monday to Saturday for six day employees, with a total of 150 (or 160) hours as the minimum requirement in any 4 week period. Any such hours so worked shall be paid at ordinary hourly rates and not as overtime.

26.3 When such hours exceed 37.5 (or 40) in any one week, or exceed 150 (or 160) in any four week period, then the Employee may be entitled to take the additional hours worked as time off in lieu by arrangement with the Manager on a time for time basis. Provided that such accrued time off shall be limited to a maximum of one day, unless mutually agreed otherwise. Provided also that the leave of absence requires management approval. Managers shall not unreasonably withhold permission to take time off.

26.4 Where the Employer and Employee have entered into a flexible working arrangement the responsibility for effectively administering the arrangement rest with the Division's Manager. Any agreed flexible work arrangement must be endorsed by the respective General Manager.

26.5 The applicable annual leave entitlement for Employees working under Clause 25.4 – Implementation of 40 Hour Week of this Agreement and subclauses 26.2 or 26.3 shall remain four weeks per annum.

27. OVERTIME

27.1 All Employees (Except Operational Employees)

- 27.1.1 Hours worked that are outside the range of ordinary hours agreed under flexible working hours arrangements and all time worked before 6.00 am and after 6.00 pm Monday to Friday for five day employees and Monday to Saturday for six day employees, shall be paid as additional hours or overtime.
- 27.1.2 All time worked in excess of the recognised working hours in any one week shall be paid at the rate of time and a half.
- 27.1.3 All time worked in excess of the ordinary hours in any one shift shall be paid for at the rate of time and a half for the first three hours and double time thereafter.
- 27.1.4 The time on which a penalty rate has been paid for on a daily basis as prescribed in subclause 27.1.3 will not be subject to the penalty rate on a weekly basis as provided in subclause 27.1.2.
- 27.1.5 No overtime payments shall be made for any period of less than 30 minutes of actual time worked in any one day. Any periods up to five minutes on any day are not to count in week's total.
- 27.1.6 The first two hours' overtime or any portion thereof in any one day may be adjusted within the week it is worked. Any overtime beyond the two hours will be paid for in accordance with subclause 27.1.2.
- 27.1.7 The maximum penalty payable to Employees for all hours worked on weekends is double the ordinary rate of pay.
- 27.1.8 In calculating the number of hours worked per week, time absent on paid sick leave and annual leave, shall be treated as time worked.
- 27.1.9 Employees Level 6 and above will be required to work additional hours on an outcome basis to ensure the needs of clients, Employer and Government are met.

Employees Level 6 and above will not be paid additional payment for overtime, travelling time, Saturday or Sunday unless otherwise approved by the Employer.

27.2 Operational Employees

- 27.2.1 For operational employees working continuous shift work under Clause 25.6 – Operational Employees of this Agreement, overtime shall be paid as follows:
 - a) Overtime rates are calculated at time and a half for the first three hours and double time thereafter for additional hours worked immediately before or after any one shift, or otherwise at time and a half for overtime worked during any one week.
 - b) No overtime payments shall be made for any period of less than 30 minutes of actual time worked in any one day.
 - c) Hours worked on Sunday are paid at double the ordinary hourly rates.
 - d) The maximum penalty payable to operational employees, for all hours worked on weekends, is double the ordinary rate of pay.
- 27.2.2 In the case of operational employees (six day week employees) all time worked outside a spread of nine hours shall be paid for at the rate of time and a half for the first hour and double time thereafter.

27.3 Requirement to Work Reasonable Overtime

- a) Subject to subclause 27.3 (b) an Employer may require an Employee to work reasonable overtime at overtime rates.
- b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
 - i) any risk to Employee health and safety;
 - ii) the Employee's personal circumstances including any family responsibilities;
 - iii) the needs of the workplace or enterprise;
 - iv) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it and
 - v) any other relevant matter.

28. COMMUTED ALLOWANCE

The introduction of any commuted allowance in lieu of overtime, on call or shift allowances shall 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.

29. SHIFT WORK ALLOWANCE

- 29.1 A shift work employee required to work other than day shift will be paid as follows for shifts worked Monday to Friday during the life of the Agreement:
 - 29.1.1 On an afternoon shift which commences before 6.00 p.m. and concludes at or after 6.30 p.m. an allowance of \$2.76 an hour will be paid.
 - 29.1.2 On a night shift which commences at or between 6.00 p.m. and 3.59 a.m. will be paid an allowance of \$3.28 an hour.
 - 29.1.3 On an early morning shift which commences at or between 4.00 a.m. and 5.30 a.m. will be paid an allowance of \$2.76 an hour.
 - 29.1.4 In addition to the hourly shift work allowance an allowance of \$3.28 for any shift will be paid where the ordinary time commences or finishes at or between 1.01 a.m. and 3.59 a.m.
- 29.2 In calculating the shift allowances under this clause broken parts of an hour less than 30 minutes on any shift shall be disregarded and 30 minutes to 59 minutes paid as one hour.

30. OUT OF HOURS CONTACT

- 30.1 For the purposes of this clause the following expressions shall have the following meanings:

30.1.1 "On call" means a written instruction or other authorised direction by the Employer 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.

30.1.2 "Availability" means a written instruction or other authorised direction by the Employer 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.

"Availability" will not include situations in which Employees carry telephones or other means or make their telephone numbers or other contact details available only in the event that they may be needed for casual contact or recall to work.

30.2 The allowances prescribed in this clause will be administratively updated by Industrial Circular in accordance with movements in Part I – Out of Hours Contact of Schedule H. – Overtime Allowance of the *Public Service Award 1992*.

30.2.1 The applicable rates per hour for the out of hours contact are as follows:

30.2.1.1 On call \$4.03 per hour

30.2.1.2 Availability \$2.01 per hour

30.2.2 When an Employee is required to be "on call" or "availability" and the means of contact is to be by land line or satellite telephone fixed at the Employees residence telephone the Employer shall:

30.2.2.1 Where the telephone is not already installed, pay the cost of such installation Employer.

30.2.2.2 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 "availability".

30.2.2.3 Provided that where as a usual feature of the duties an Employee is regularly rostered to be on "on call" or "availability", pay the full amount of the telephone rental.

When an Employee is required to be "on call" or "available" and the means of contact is other than a landline/satellite telephone fixed at the Employee's residence, the Employer shall provide the Employee with the means of contact free of charge for the purposes of work related activity.

30.2.3 An Employee shall be reimbursed the cost of all telephone calls made on behalf of the Employer as a result of being on out of hours contact.

30.2.4 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 shall only receive payment for those hours recalled to duty in accordance with Clause 27. - Overtime of this Agreement.

- 30.2.5 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, shall be included with actual duty for the purposes of overtime payment.
- 30.2.6 Employees subject to this clause shall, where practicable, be periodically relieved from any requirement to hold themselves "on call" or "availability".
- 30.2.7 No Employee shall be on out of hours contact after the last working day preceding a period of annual leave or long service leave.
- 30.3 To be eligible for payment of the allowances prescribed in this clause, an Employee must be contactable and be available for return to duty during the times such Employee is required to be on out of hours contact.

31. HOME BASED WORK

- 31.1 Subject to this clause, the Employer may consider the introduction of working from home arrangements.
- 31.2 Statutory requirements apply to Employees working from home as they do to Employees working at an Employer's workplace. The Employer will ensure an understanding and compliance with all statutory responsibilities prior to any arrangements being sanctioned.
- 31.3 The Employer will undertake a risk assessment of the work activities carried out by Employees to identify and manage hazards. In carrying out any assessment, Employers must look at who and what may be affected by and the possible effects of the work being done from home.
- 31.4 The introduction of working from home arrangements is subject to:
 - 31.4.1 the nature of Employees' work being such that it is suited to working from home arrangements;
 - 31.4.2 approval of any arrangement being at the discretion of the Employer;
 - 31.4.3 Employees agreeing to enter into the working from home arrangements;
 - 31.4.4 the introduction of working from home arrangements being in accordance with the provisions of the Employer's policy and
 - 31.4.5 the Employer's policy and procedures addressing;
 - 31.4.5.1 general obligations of both the Employer and Employees, including such things as insurance, separation of overheads billed to the homeowner and the Employee's ordinary hours of work while working from home;
 - 31.4.5.2 duty of care responsibilities owed by the Employer and Employee under the *Occupational Safety and Health Act 1984* and
 - 31.4.5.3 all additional statutory obligations affecting the Employer/Employee relationship.

32. CHRISTMAS/NEW YEAR CLOSEDOWN

Observation of a Closedown

- 32.1 An Employer may observe a closedown over the Christmas/ New Year period for the whole or part of the Employer's agency.
- 32.2 The dates/duration of the closedown will be at the discretion of the Employer, but will not exceed five working days.
- 32.3 For the purposes of this clause, an "Employee" does not include a shift work or operational employee.

Notification of a Closedown

- 32.4 The Employer will 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

- 32.5 Employees may access the following forms of paid leave to cover the closedown period:
- Flexible working hours;
 - Rostered days / hours off or
 - Time in lieu of overtime.
- 32.6 In the absence of sufficient flexible working hours the following types of paid leave will be used to cover the Christmas closedown:
- Annual Leave and/or
 - Accrued Long Service Leave.
- 32.7 a) Employees who do not currently participate in existing flexible working hours arrangements may alternatively accrue flexible working hours throughout the calendar year, for the purpose of the closedown period, pursuant to Clause 26. – Flexible Working Hours Arrangements of this Agreement.
- b) The days/hours may only be accrued up to the maximum of the number of hours necessary to cover the period of the closedown.
- 32.8 At the discretion of the Employer the following Employees may be granted either leave without pay or annual leave in advance to cover the amount of leave required for the closedown:
- Employees engaged during the calendar year immediately preceding the closedown who have not accrued sufficient flexible working hours to cover the period of the close down or
 - 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

- 32.9 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, will be required to refund the balance of hours outstanding on termination.
- 32.10 Notwithstanding the provisions contained in Clause 26.3 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, will be paid for those unused hours that relate only to the closedown.

PART 5 – LEAVE AND PUBLIC HOLIDAYS

33. ANNUAL LEAVE

- 33.1 An Employee is entitled to four weeks annual leave for each completed year of continuous service.
- 33.2 An operational employee is entitled to five weeks annual leave for each completed year of continuous service.
- 33.3 a) An Employee who accumulates not less than seventeen qualifying shifts as prescribed in subclause 33.3 (b) during each financial year, shall also be entitled to five weeks annual leave for each completed year of continuous service.
- b) The accumulation of qualifying shifts as set out in subclause 33.3 (a) shall be:
- i) Working or travelling on duty between 8.00 p.m. and 6.00 a.m. on one or more occasions in any one week or
 - ii) Receiving one or more telephone calls at an Employee's residence during night work hours relating to the Employer's business arising out of an emergency and who does not receive payment under Clauses 25.10 – 25.12 of this Agreement or
 - iii) Working six or more shifts in any week, excluding Sundays.
- c) No Employee shall be credited with more than one qualifying shift per week.
- d) Entitlement to five weeks annual leave as prescribed in 33.1.3 (a) shall be in proportion for each completed month of service.
- 33.4 Entitlement to annual leave shall accrue pro rata on a weekly basis.
- 33.5 Annual leave can be taken in periods of one day or more.
- 33.6 Unless otherwise agreed between the Employer and the Employee, annual leave is to be taken each year by the Employee.
- 33.7 An Employee shall be given at least four week's notice before being booked off on annual leave.
- 33.8 Where an entitlement to access annual leave falls due to an Employee, the Employee be required to nominate, within three months of that leave becoming due, a commencement date or dates for the clearance of the accrued leave. Such dates to be within 12 months from the date at which the annual leave became due.
- 33.9 Where an Employee does not nominate dates for the clearance of leave in the nominated period, the Employer may designate a date for clearance of the leave within 12 months of that leave falling due. Provided that the Employer shall give at least 30 days notice to the Employee of the dates on which the annual leave is to commence.
- 33.10 By agreement between the Employer and Employee annual leave:

- a) may be taken in one or more parts and/or
 - b) carried forward for a maximum of two years from the date of entitlement
- 33.11 Where an Employee has been permitted to proceed on annual leave and resigns or is dismissed then they must refund the value of leave taken but not accrued.
- 33.12 Where an Employee is dismissed for misconduct the Employee is not entitled to be paid for any untaken leave that relates to service after the misconduct occurred.
- 33.13 Annual leave shall be exclusive of the public holidays specified in this Agreement.
- 33.14 Should a public holiday fall within an Employee's annual leave, it shall be added to the period of annual leave and taken in conjunction with that leave or at another agreed time.
- 33.15 An Employee shall be paid for annual leave at their classified rate of pay, provided that if immediately before such leave is taken the Employee is entitled to payment for acting in a higher capacity then Clause 22.2 – Annual Leave of this Agreement applies.
- 33.16 The salary payable to a part-time Employee during annual leave shall be calculated according to the hours worked by the Employee subject to the following:
- a) If an Employee consistently worked on a part-time basis for a regular number of hours during the whole of the Employee's qualifying service, the Employee shall continue to be paid the salary determined on that basis during the leave.
 - b) If an Employee has worked a varying number of weekly hours during the period of qualifying service (each twelve months continuous service), the payment for leave granted in respect of part-time service is calculated on a proportion of hours worked when employed part-time, as compared to the normal weekly hours of a full-time employee.
- 33.17 Subject to agreement between the Employer and Employee, an accrued annual leave entitlement may be taken in half the time on double pay.
- 33.18 The Employer may approve the cash out of accrued annual leave. The request to cash out the annual leave shall be in writing and consistent with the provisions of Employer's policies. Provided that, except in demonstrable extenuating circumstances, a minimum of two weeks accrued annual leave must be taken in a calendar year for any application to be approved.
- 33.19 Where an Employee was, immediately prior to being employed in the Public Sector, employed in any Western Australian State body or statutory authority as prescribed in Administrative Instruction 611, the Employer shall approve portability of accrued and pro rata annual leave entitlements held at the date the Employee ceased that previous employment, provided that:
- a) the Employee's employment with the Public Sector commenced no later than one week after ceasing the previous employment and
 - b) the Employee was not paid out all or part of the accrued and pro rata annual leave entitlements held at the time of ceasing that previous employment.

34. ANNUALISATION OF LEAVE LOADING

- 34.1 Annual leave loading for annual leave accrued under this Agreement will be annualised and incorporated in the base salary as provided in Schedules A to C of this Agreement.

34.2 For the purpose of annualising leave loading, a value of 1.3% shall be factored into the fortnightly rates of pay for those Employees who are entitled to four weeks annual leave , except for operational Employees who will have 1.9% applied as they are entitled to five weeks annual leave.

34.3 The amount of annual leave loading calculated in accordance with this clause shall not exceed the following percentages of the amount set out in the Australian Bureau of Census and Statistics publication for:

- a) the average weekly earnings per male employed unit in Western Australia for the September quarter immediately preceding the date on which the clearance of leave commences.
- b) shift work employees who are granted an additional weeks penalty leave shall not exceed 5/4th of the Average Weekly Total Earnings of all Males in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter of the year immediately preceding that in which the leave commences.

The salary schedules at Schedules A to C of this Agreement then shall be adjusted and administratively updated by Industrial Circular in accordance with the *Circulars to Departments and Authorities* issued from time to time by the Western Australian Department of Commerce.

34.4 Employees who accumulate not less than seventeen qualifying shifts and become eligible for five weeks annual leave in accordance with Clause 33.3 of this Agreement, shall be paid leave loading during this "qualifying period" as follows:

- a) Unless the position is designated as operational under this Agreement, the Employee shall be paid the salary rate inclusive of 1.3% leave loading until the Employee qualifies for the five weeks annual leave. After qualifying for the extra week of annual leave, the Employee shall be subsequently paid a "one-off payment" representing the difference between the leave loading of 1.3% and a loading of 1.9%, based on the salary rate paid during the qualifying period or
- b) When and if the position has been designated as operational in this agreement, then the Employee shall be paid the salary rate based on 1.9% leave loading during the qualifying period and thereafter for as long as the Employee is working in such a position.

Provided that payment of leave loading for this qualifying period will be made under either subclause 34.4 (a) or (b), but not both.

35. BEREAVEMENT LEAVE

35.1 An Employee (including casuals) is entitled up to three days bereavement leave on the occasion of the death of a member of the Employee's immediate family or household member. The three days need not to be consecutive.

35.2 A member of the Employee's immediate family or household includes:

- a) the spouse or de-facto partner of the Employee;
- b) the child, step-child or grandchild of the Employee (including an adult child, step-child or grandchild);
- c) the parent, step-parent or grandparent of the Employee;
- d) the brother, sister, step brother or step sister or

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

Provided that at the request of an Employee the Employer may exercise discretion to grant bereavement leave to an Employee in respect of some other person with whom the Employee has a special relationship.

- 35.3 The Employer may require the Employee to provide satisfactory evidence of the death of the member of the Employee's immediate family or household.
- 35.4 Payment in respect of bereavement leave shall be made only where the Employee otherwise would have been on duty.
- 35.5 Bereavement leave shall be paid at the Employees permanent classified rate of pay, provided that if immediately before such leave is taken the Employee is entitled to payment for acting in a higher capacity then Clause 22.3 – Other Approved Leave of this Agreement applies.

36. BLOOD PLASMA DONORS LEAVE

- 36.1 Subject to operational requirements, Employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:
 - 36.1.1 Prior arrangements with the supervisor has been made and at least two days' notice has been provided or
 - 36.1.2 The Employee is called upon by the Red Cross Blood Centre.
- 36.2 The notification period shall be waived or reduced where the supervisor is satisfied that operations would not be unduly affected by the Employee's absence.
- 36.3 The Employee shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.
- 36.4 Employees shall be entitled to two hours of paid leave per donation for the purpose of donating blood to the Red Cross Blood Centre.

37. CULTURAL CEREMONIAL LEAVE

- 37.1 Employees are entitled to time off without loss of pay for cultural/ceremonial purposes, subject to agreement between the Employer and Employee and sufficient leave credits being available.
- 37.2 Such leave shall include leave to meet the Employee's customs, traditional law and to participate in cultural and ceremonial activities.
- 37.3 Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:
 - 37.3.1 The Employee's time off in lieu (whole and part days) or
 - 37.3.2 Annual and long service leave entitlement (whole days only).

- 37.4 Time off without pay may be granted by arrangement between the Employer and the Employee for cultural/ceremonial purposes.
- 37.5 The Employer may request reasonable evidence of the legitimate need for the Employee to be allowed time off.
- 37.6 Cultural/ceremonial leave shall be available to all Employees.

38. DEFENCE FORCE RESERVES LEAVE

- 38.1 The Employer must grant leave of absence for the purpose of defence service to an Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.
- 38.2 Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- 38.3 Application for leave of absence for defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the Employee shall provide a certificate of attendance to the Employer.

38.4 Paid Leave

- 38.4.1 An Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for the purpose of attending a training camp, school, class or course of instruction, subject to the conditions set out hereunder.
- 38.4.2 Part-time employees shall receive the same paid leave entitlement as full time employees but payment shall only be made for those hours that would normally have been worked but for the leave.
- 38.4.3 On written application, an Employee shall be paid salary in advance when proceeding on such leave.
- 38.4.4 Casual employees are not entitled to paid leave for the purpose of defence service.

38.5 Attendance at a Camp for Annual Continuous Obligatory Training

- 38.5.1 An Employee is entitled to paid leave for a period not exceeding two weeks (75 or 80 hours) on full pay in any period of twelve months commencing on 1 July in each year.
- 38.5.2 If the Officer-in-Charge of a military unit certifies that it is essential for an Employee to be at the camp in an advance or rear party, a maximum of 30 extra hours leave on full pay shall be granted in the twelve-month period.

38.6 Attendance at One Special School, Class or Course of Instruction

- 38.6.1 In addition to the paid leave granted under subclause 38.5.1, an Employee is entitled to a period not exceeding 16 calendar days in any period of twelve months commencing on July 1 in each year, provided the Employer is satisfied that the leave required is for a special purpose and not for a further routine camp.
- 38.6.2 In this circumstance, an Employee may elect to utilise annual leave credits. However, if the leave is not taken from annual leave, salary during the period shall be at the rate of the

difference between the normal remuneration of the Employee and the defence force payments to which the Employee is entitled if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and special rostered days off is to be excluded and no account is to be taken of the value of any board or lodging provided for the Employee.

38.7 Unpaid Leave

38.7.1 Any leave for the purpose of defence service that exceeds the paid entitlement prescribed in subclauses 38.5 and 38.6 shall be unpaid.

38.7.2 Casual employees are entitled to unpaid leave for the purpose of defence service.

38.8 Use of Other Leave

38.8.1 An Employee may elect to use annual or long service leave credits for some or all of their absence on defence service, in which case they will be treated in all respects as if on normal paid leave.

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

38.9 This clause shall be read in conjunction with and be administratively updated by Industrial Circular in accordance with the *Circulars to Departments and Authorities* issued from time to time by the Western Australian Department of Commerce.

39. EMERGENCY SERVICES LEAVE

39.1 Subject to operational requirements, paid leave of absence shall be granted by the Employer to an Employee who is an active volunteer member of State Emergency Service Units, St John Ambulance Brigade, Volunteer Fire and Rescue Service Bridges, Bush Fire Brigade, Volunteer Marine Rescue Services Groups or FESA Units in order to allow for attendance at emergencies as declared by the recognised authority.

39.2 The Employer shall be advised as soon as possible by the Employee, the emergency service or other person as to the absence and where possible, the expected duration of leave.

39.3 The Employee must complete a leave of absence form immediately upon return to work.

39.4 The application form must be accompanied by a certificate from the emergency organisation certifying that the Employee was required for the specified period.

39.5 An Employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with subclauses 39.2 to 39.4.

40. LEAVE WITHOUT PAY

40.1 The Employer may approve request for leave without pay for any period, provided the following conditions are met:

40.1.1 The operational needs of the Employer are not compromised and

40.1.2 All annual leave and long service leave credits of the Employee are exhausted.

40.2 Leave without pay shall not count as qualifying service, but shall not affect the continuity of service.

41. LEAVE FOR INTERNATIONAL SPORTING EVENTS

41.1 Special leave with pay may be granted by the Employer to an Employee chosen to represent Australia as a competitor or official at a sporting event which meets the following criteria:

- it is a recognised international amateur sport of national significance; or
- it is a world or international regional competition and
- no contribution is made by the sporting organisation towards the normal salary of the Employee.

41.2 The Employer shall make enquiries with the Department of Sport and Recreation when determining whether the application meets the above criteria and the period of leave to be granted.

42. LONG SERVICE LEAVE

42.1 For each period of seven years of continuous service, an Employee shall be entitled to thirteen weeks long service leave. By agreement with the Employer, the entitlement can be taken as follows:

- 13 weeks on full pay;
- 26 weeks on half pay or
- 6.5 weeks on double pay.

42.2 Subject to subclause 42.1, an Employee can take their long service leave entitlement in any combination of full pay, half pay and double pay.

42.3 The date for converting from 10 years long service leave entitlement accrual to 7 years shall apply from 21 January 2002 or the date workplace agreement was repealed by the state legislation.

42.4 Employees currently accruing long service leave entitlement at 10 years of service shall have their entitlement converted back to 7 years in accordance with the established Public Sector formula.

42.5 For the purposes of determining an Employee's long service leave entitlement, the expression "continuous service" includes any period during which the Employee is absent on approved paid leave and any service prior to attaining the age of 18 after 8 January 1995, but does not include:

42.5.1 Any period during which an Employee is taking a long service leave entitlement or any portion thereof where such leave is taken on full pay, half pay or double pay. In instances where the entitlement is taken at double pay, the period of entitlement at full pay will be excised from continuous service.

42.5.2 Any period of service that was taken into account in ascertaining the amount of a lump sum payment in lieu of long service leave.

42.5.3 any period exceeding two weeks during which an Employee is absent on leave without pay except in the case of sick leave without pay.

- 42.6 Long service leave can be taken in periods of one day or more.
- 42.7 Any public holidays occurring during the period in which an Employee is on long service leave will be included as part of long service leave.
- 42.8 An Employee will be entitled to pro rata long service leave only if employment is terminated:
- 42.8.1 by the Employer for other than disciplinary reasons;
 - 42.8.2 due to the retirement of the Employee on the grounds of ill health;
 - 42.8.3 due to the death of the Employee, in which case the payment is made to the Employee's estate;
 - 42.8.4 due to Employee's retirement at the age of 55 years or over, provided that 12 months continuous service has been completed prior to the day from which the retirement takes effect;
 - 42.8.5 for the purpose of entering an In Vitro Fertilisation Programme, provided the Employee has completed three years service and produces written confirmation from an appropriate medical authority of the dates of involvement in the programme;
 - 42.8.6 due to Employee's resignation for pregnancy, provided the Employee has completed more than three years and produces certification of such pregnancy and the expected date of birth from a legally qualified medical practitioner.
- 42.9 Employees within seven years of their preservation age under Western Australian Government superannuation arrangements, may by agreement with their Employer, choose to access pro rata long service leave at the rate of 9.28 days per completed 12 month period of continuous service.
- Access to pro rata long service leave can only be taken and there is no capacity for payment in lieu of leave.
- 42.10 The Employer may approve the cash out of accrued long service leave. The minimum amount, which may be cashed out at any one time, is four weeks accrued long service leave, provided the Employee proceeds on a minimum of ten days annual leave in that calendar year. The request to cash out the long service leave shall be in writing.
- 42.11 The Employer shall not unreasonably cancel an Employee's booked long service leave. Unless mutually agreed, the Employer will not cancel an Employee's booked long service leave four weeks before commencement of such leave.
- 42.12 The Employer may direct an Employee to take a long service entitlement that has been accrued for more than three years.
- 42.13 Where an Employee is directed to take a long service leave entitlement, it will be taken within 12 months of the direction, at a time agreed between the Employer and the Employee.
- 42.14 Where a time cannot be agreed within the 12 month period, the Employer will determine the date on which the Employee will be required to start long service leave. Provided that the Employer shall give at least three months notice to the Employee of the day on which the long service leave is to commence.

- 42.15 Where an Employee has previously contracted out of their long service leave entitlement, the provisions of such arrangements shall be applied on a proportional basis to the provisions for the period of employment they were in force.
- 42.15.1 Any long service leave taken or benefit in lieu of any such long service leave gained during the period the aforementioned arrangements applied, shall be deducted from any long service leave to which the Employee may become entitled to under those provisions.
- 42.15.2 The balance of the long service leave entitlement shall be calculated in accordance with those provisions from the date the Employee reverted to those long service leave provisions.
- 42.16 The provisions of subclause 42.15 are not retrospective.
- 42.17 The Employer may upon application from an Employee, agree to alternative arrangements for the clearances of long service leave.
- 42.18 Where an Employee was, immediately prior to being employed in the Public Sector, employed in the service of any Western Australian State body or statutory authority prescribed in Administrative Instruction 611 and the period between the date when the Employee ceased previous employment and the date of commencing employment in the Public Sector does not exceed one week, that Employee shall be entitled to long service leave determined in the following manner:
- a) the pro rata portion of long service leave to which the Employee would have been entitled up to the date of appointment under the *Public Sector Management Act 1994*, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the Employee may become entitled under this clause and
 - b) the balance of the long service leave entitlement of the Employee shall be calculated upon appointment to the Public Sector in accordance with the provisions of this clause.

43. MATERNITY LEAVE

43.1 Eligibility

- a)
 - i) A pregnant permanent, fixed term contract or eligible casual employee is entitled to unpaid Maternity Leave on the birth of a child.
 - ii) The period of leave for a fixed term contract employee shall not extend beyond the term of that contract.
 - iii) An Employee is eligible, without concluding their Maternity Leave and resuming duty, for subsequent periods of Maternity Leave, including Paid Maternity Leave, in accordance with the provisions of this clause.
- b) A pregnant permanent or fixed term employee must have completed twelve months continuous service in the Western Australian Public Sector as defined under the *Public Sector Management Act 1994* immediately preceding the Maternity Leave in order to receive the forms of paid leave as provided for by this clause.

- c) An Employee on a period of leave without pay unrelated to Maternity Leave must resume duties prior to being entitled to Paid Maternity Leave in accordance with the eligibility entitlements.

43.2 a) A pregnant eligible casual employee is entitled to unpaid Maternity Leave only.

- b) For the purposes of this clause an eligible casual employee means a casual employee employed by the Employer:

- i) on a regular and systematic basis for several periods of employment with a break of no more than three months between each period of employment and where the combined length of the periods of employment are at least 12 months and the breaks of employment were the result of the Employer's initiative or

- ii) on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and, but for the birth or adoption of a child the Employee has a reasonable expectation of continuing engagement on a regular and systematic basis.

- c) Service performed by an eligible casual employee for a public sector Employer shall count as service for the purposes of determining twelve months continuous service as per subclause 43.1 and 43.2 where:

- i) the eligible casual employee has become a permanent or fixed term contract employee with the same Employer and

- ii) the break between the period of eligible casual employment and permanent or fixed term contract employment is no more than three months.

43.3 **Notice Requirements**

- a) An eligible Employee shall give at least eight weeks written notice of:

- i) their intention to proceed on paid or unpaid Maternity Leave;

- ii) the date the Employee proposes to commence paid or unpaid Maternity Leave and

- iii) the period of leave to be taken.

- b) An Employee who has given their Employer notice of their intention to take Maternity Leave shall provide the Employer with a medical certificate from a registered medical practitioner naming the Employee, confirming the pregnancy and the estimated date of birth.

- c) An Employee is not in breach of subclause 43.3 (a) by failing to give the required period of notice if such failure is due to the birth of the child taking place prior to the date the Employee had intended to proceed on Maternity Leave.

- d) An Employee proceeding on Maternity Leave may elect to take a shorter period of Maternity Leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks written notice is provided.

43.4 **General Entitlement To Maternity Leave**

- a) Subject to the requirements of this clause an eligible Employee is entitled to 52 weeks unpaid Maternity Leave.
- b)
 - i) Subject to the requirements of this clause an eligible Employee is entitled to 14 weeks Paid Maternity Leave that will form part of the 52 week unpaid entitlement;
 - ii) The 14 week period of Paid Maternity Leave is inclusive of any public holidays or repealed public service days in lieu falling within that time;
 - iii) The period of Paid Maternity Leave can be extended by the Employee taking double the leave on a half-pay basis and its effect is in accordance with subclause 43.14.
- c) An Employee must take Maternity Leave in one continuous period with the exception of Special Temporary Employment or Special Casual Employment pursuant to subclause 43.12.
- d) Except for leave provided under Clause 46. - Partner Leave of this Agreement, only one parent can proceed on Maternity, Adoption or Other Parent Leave at any one time.
- e) Where less than the 52 weeks Maternity Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- f)
 - i) Notwithstanding subclause 43.4(d) above, Paid Maternity Leave may be taken in more than one period by an Employee who meets the requirements of subclause 43.5(d).
 - ii) Unpaid Maternity Leave may be taken in more than one continuous period where the Employee undertakes special temporary employment or special casual employment in accordance with subclause 43.12. In these circumstances, the provisions of subclause 43.12, shall apply.
- g)
 - i) Where both Employees are employed in the Western Australian Public Sector an entitlement to paid or unpaid Maternity Leave, Adoption Leave or Other Parent Leave or parental leave provided for by another industrial agreement can be shared and
 - ii) the entitlement provided to the Employees shall not exceed the paid Maternity, Adoption or Other Parent Leave quantum for one Employee or its half pay equivalent and
 - iii) the Employees may only proceed on paid and/or unpaid Maternity, Adoption or Other Parent Leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under subclause 43.5 (d). This does not prevent an Employee from taking paid or unpaid Partner Leave as prescribed by Clause 46. – Partner Leave of this Agreement.

43.5 **Payment for Paid Maternity Leave**

- a)
 - i) Subject to subclause 43.5 (c) a full time Employee proceeding on Paid Maternity Leave is to be paid according to their ordinary working hours at the time of commencement of Maternity Leave. Shift and weekend penalty payments are not payable during Paid Maternity Leave.

- ii) Subject to subclause 43.5 (c) payment for a part time Employee is to be determined according to an average of the hours worked by the Employee over the preceding 12 months; or their ordinary working hours at the time of commencement of Maternity Leave, exclusive of shift and weekend penalties, whichever is greater.
- b) An Employee may elect to receive pay in advance for the period of Paid Maternity Leave at the time the Maternity Leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the Paid Maternity Leave.
- c) An Employee in receipt of a higher duties allowance for a continuous period of 12 months immediately prior to commencing Paid Maternity Leave, is to continue to receive the higher duties allowance for the first four weeks of Paid Maternity Leave.
- d) An Employee is entitled to remain on Paid Maternity Leave if the pregnancy results in other than a live child; or the Employee is incapacitated following the birth of the child; or the child dies or is hospitalised such that the Employee or the Employee's partner is not providing principal care to the child.
- e) Where an Employee is on a period of half pay Maternity Leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused Paid Maternity Leave equivalent to the period of leave the Employee would have accessed had they been on full pay Maternity Leave when their termination occurred.
- f) An Employee eligible for a subsequent period of Paid Maternity Leave as provided for under subclause 43.1 (a) (iii) shall be paid the Maternity Leave as follows:
 - i) According to the Employee's status, classification and ordinary working hours at the time of commencing the original period of Paid Maternity Leave and
 - ii) Not affected by any period of special temporary employment undertaken in accordance with subclause 43.12.

43.6 **Commencement of Maternity Leave**

- a) The period of leave can commence up to six weeks prior to the expected date of birth of the child.
- b)
 - i) If the Employer has reason to believe that the continued performance of duties by a pregnant employee renders danger to herself, fellow Employees or the public, the Employee may be required to obtain and provide a medical certificate stating that the Employee is fit to work in her present position for a stated period.
 - ii) The Employer shall pay the fee for any such examination.
 - iii) Where an Employee is deemed to be unfit to work in her present position, the provisions of subclause 43.7, may apply.
- c)
 - i) Where the pregnancy of an Employee terminates other than by the birth of a living child, not earlier than 20 weeks before the expected date of the birth, the entitlement to Paid Maternity Leave remains intact and subject to the eligibility requirements of this clause.
 - ii) Such paid Maternity Leave cannot be taken concurrently with any paid personal leave taken in this circumstance.

- d) The period of Paid Maternity Leave must be concluded within 12 months of the birth of the child.
- e)
 - i) The Employer may in, in exceptional circumstances, allow an Employee to take Paid Maternity Leave that will result in the Employee being on Paid Maternity Leave more than 12 months after the birth of the child.
 - ii) An Employer may require evidence that would satisfy a reasonable person that the circumstances warrant allowing the Employee to take their period of Paid Maternity Leave such that it would result in the Employee being on Paid Maternity Leave more than 12 months after the birth of the child.

43.7 Modification of Duties and Transfer to a Safe Job

- a)
 - i) A pregnant employee may work part-time in one or more periods whilst she is pregnant where she provides her Employer with a medical certificate from a medical practitioner advising that part-time employment is, because of her pregnancy, necessary or preferable.
 - ii) The terms of part-time employment undertaken in accordance with subclause 43.7 (a) (i) shall be in writing.
 - iii) Such employment shall be in accordance with Clause 10.2 – Regular Part-Time Employee of this Agreement.
- b) In the absence of an alternative requirement, and unless otherwise agreed between an Employer and Employee, an Employee shall provide their Employer with four weeks written notice of an intention to:
 - i) vary part-time work arrangements made under subclause 43.7 (a) or
 - ii) revert to full-time employment during the Employee’s pregnancy.
- c) An Employee reverting to full-time employment in accordance with subclause 43.7 (b) (ii) will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Employee’s skill and abilities as the substantive position held immediately prior to undertaking part-time employment.
- d) If an Employee gives her Employer a medical certificate from a medical practitioner, or some other form of evidence that would satisfy a reasonable person, and it contains a statement to the effect that the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
 - i) illness, or risks, arising out of her pregnancy or
 - ii) hazards connected with that position

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

- e) If an Employee's Employer does not think it to be reasonably practicable to modify the duties of the position or transfer the Employee to a safe job:
 - i) the Employee is entitled to be absent from the workplace on full pay for the period during which she is unable to continue in her present position;
 - ii) an entitlement to be absent from the workplace on full pay as at sub clause 43.7 (e) (i) applies to an eligible casual employee and
 - iii) an Employee who is absent from work pursuant to this subclause shall be paid the amount she would reasonably have expected to be paid if she had worked during that period.
- f) An entitlement to be absent from the workplace on full pay is in addition to any leave entitlement the Employee has.
- g) An entitlement to be absent from the workplace on full pay ends at the earliest of whichever of the following times is applicable:
 - i) the end of the period stated in the medical certificate;
 - ii) if the Employee's pregnancy results in the birth of a living child – the end of the day before the date of birth or
 - iii) if the Employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

43.8 Interaction with Other Leave Entitlements

- a) An Employee proceeding on unpaid Maternity Leave may elect to substitute any part of that leave with accrued annual and/or accrued long service leave.
- b) Where annual and/or long service leave is substituted that leave shall form part of the 52 weeks Maternity Leave entitlement.
- c) An Employee proceeding on unpaid Maternity Leave may elect to substitute all or part of that leave with accrued time off in lieu of overtime and/or flexible working hours to which the Employee is entitled subject to the provisions of Clause 26. - Flexible Working Hours Arrangements and Clause 27 – Overtime of this Agreement, where applicable.
- d) Personal leave is not payable on a period of paid or unpaid Maternity Leave.

43.9 Extended Unpaid Maternity Leave

- a) Subject to all other available leave entitlements being exhausted, an Employee shall be entitled to apply for leave without pay following Maternity Leave ('extended unpaid Maternity Leave') to extend their leave by up to two years.
- b) Where both parents work for the Western Australia Public Sector the total combined period of extended unpaid Maternity, Adoption and extended Other Parent Leave shall not exceed two years.

- c) The Employer is to agree to a request for extended unpaid Maternity Leave unless:
- i) the Employer is not satisfied that the request is genuinely based on the Employee's parental responsibilities or
 - ii) agreeing to the request would have an adverse impact on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.
- d) The Employer is to give the Employee written notice of the Employer's decision on a request for extended unpaid Maternity Leave under subclause 43.9 (a). If the request is refused, the notice is to set out the reasons for the refusal.
- e) An Employee who believes their request for extended unpaid parental leave under subclause 43.9 has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.

43.10 Communication During Maternity Leave

- a) If the Employer makes a decision that will have a significant effect on the status, responsibility level, pay or location of an Employee's position whilst on Maternity Leave, the Employer must take all reasonable steps to give the Employee information about, and an opportunity to discuss, the effect of the decision on that position.
- b) An Employee shall also notify the Employer of changes of address or other contact details that might affect the Employer's capacity to comply with subclause 43.10 (a).

43.11 Replacement Employee

Should a replacement employee be engaged, the replacement employee is to be informed prior to engagement of the fixed-term nature of the employment and of the rights of the Employee, who is being replaced, including that the engagement may be subject to variation according to 43.3 (d) and ability to extend unpaid Maternity Leave as provided for under subclause 43.9.

43.12 Employment During Unpaid Maternity Leave

- a) Special Temporary Employment
- i) For the purposes of this subclause, "temporary" means employment of an intermittent nature; for a limited, specified period; and undertaken during unpaid Maternity Leave or extended unpaid Maternity Leave.
 - (ii) Notwithstanding any other provision of the Maternity Leave clause, an Employee may be employed by their Employer on a temporary basis provided that:
 - both parties agree in writing to the special temporary employment;
 - Employees are only employed on a temporary basis in connection with their substantive office, post or position;
 - any such period of service shall not change the Employee's employment status in regard to their substantive employment and

- any period of special temporary employment shall count as qualifying service for all purposes under the Agreement.
- b) Special Casual Employment
- i) For the purposes of subclause 43.12, 'casual' means employment on an hourly basis for a period not exceeding four weeks in any period of engagement for which a casual loading is paid. It excludes employment undertaken in accordance with 43.12 (a).
- ii) An Employee can be engaged on special casual employment provided that:
- both parties agree in writing to the special casual employment;
 - Employees are employed at the level commensurate to the level of the available position under the Agreement;
 - in the case of a fixed term contract employee, the period of the casual employment is within the period of the current fixed term contract;
 - any such period of service shall not break the Employee's continuity of service nor change the Employee's employment status in regard to their substantive employment and
 - any period of special casual employment shall not count as qualifying service other than with respect to entitlements a casual employee would ordinarily be entitled to for any other purpose under any relevant award, agreement or industrial instrument.
- c) The provisions of this clause only apply to employment during unpaid Maternity Leave, and extended unpaid Maternity Leave taken in conjunction with Maternity Leave as provided for in subclause 43.9.
- d) An Employer cannot engage an Employee in special temporary employment or special casual employment whilst the Employee is on a period of Paid Maternity Leave, annual leave or long service leave taken concurrently with a period of unpaid Maternity Leave.
- e) Effect of special temporary employment and special casual employment on unpaid Maternity Leave
- i) Subject to subclause 43.12 (e) (ii), a period of special temporary employment or special casual employment shall be deemed to be part of the Employee's period of unpaid Maternity Leave or extended unpaid Maternity Leave as originally agreed to by the parties.
- ii) An Employee who immediately resumes unpaid Maternity Leave or extended unpaid Maternity Leave following the conclusion of a period of special temporary employment or special casual employment.
- is entitled, on written notice, to extend their period of unpaid Maternity Leave or extended unpaid Maternity Leave by the period of time in which they were engaged in special temporary employment or special casual employment and
 - shall give not less than four weeks notice in writing to their Employer of the new date they intend to return to work and so conclude their period of Maternity Leave or extended unpaid Maternity Leave.

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

43.13 **Return to Work on Conclusion of Maternity Leave**

- a)
 - i) An Employee shall confirm their intention in writing to conclude their Maternity Leave not less than four weeks prior to the expiration of Maternity Leave or extended unpaid Maternity Leave.
 - ii) An Employee who intends to return to work on a modified basis in accordance with subclause 43.13 (d) shall advise their Employer of this intention by notice in writing not less than four weeks prior to the expiration of Maternity Leave or extended unpaid Maternity Leave.
- b) An Employee on return to work following the conclusion of Maternity Leave or extended unpaid Maternity Leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Employee's skill and abilities as the substantive position held immediately prior to proceeding on Maternity Leave
- c) Where an Employee was transferred to a safe job or was absent from the workplace on full pay as provided for in subclause 43.7, the Employee is entitled to return to the position occupied immediately prior to the transfer or their absence from the workplace on full pay.
- d) **Right to Return to Work on a Modified Basis**
 - i) An Employee may return on a part-time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position as determined by the Employer at the same classification level in accordance with the part-time employment provisions this Agreement.
 - ii) An Employee may return on a modified basis that involves the Employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the Employee worked immediately before starting Maternity Leave.
- e) **Right to Revert**
 - i) An Employee who has returned on a part-time or modified basis in accordance with subclause 43.13 (d) may subsequently request permission from the Employer to resume working on the same basis as the Employee worked immediately before starting Maternity Leave or full-time work at the same classification level.
 - ii) A request made under subclause 43.13 (e) (i) must be in writing and must be made at least four weeks before the day on which the Employee wishes to resume working on the same basis as the Employee worked immediately before starting Maternity Leave or fulltime work at the same classification level.
 - iii) An Employer is to agree to a request to revert made under subclause 43.13 (e) (i) unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.

- iv) An Employer is to give the Employee written notice of the Employer's decision on a request to revert under clause 43.13 (e) (i). If the request is refused, the notice is to set out the reasons for the refusal.
- v) An Employee who believes their request to revert under subclause 43.13 (e) (i) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.

43.14 Effect of Maternity Leave on the Contract of Employment

- a)
 - i) Paid Maternity Leave will count as qualifying service for all purposes under this Agreement.
 - ii) Qualifying service for any purpose under this Agreement is to be calculated according to the number of weeks of Paid Maternity Leave that were taken at full pay or would have been had the Employee not taken Paid Maternity Leave at half pay. Employees who take Paid Maternity Leave on half pay do not accrue entitlements beyond those that would have accrued had they taken the leave at full pay.
- b)
 - i) Absence on unpaid Maternity Leave or extended unpaid Maternity Leave shall not break the continuity of service of Employees.
 - ii) Where an Employee takes a period of unpaid Maternity Leave or extended unpaid Maternity Leave exceeding 14 calendar days in one continuous period, the entire period of such leave shall not be taken into account in calculating the period of service for any purpose under any relevant award, agreement or industrial instrument. Periods of unpaid leave of 14 days or less shall, however, count for service.
- c) An Employee on Maternity Leave may terminate employment at any time during the period of leave by written notice in accordance with Clause 9 – Contract of Service of this Agreement.
- d) An Employer shall not terminate the employment of an Employee on the grounds of the Employee's application for Maternity Leave or absence on Maternity Leave but otherwise the rights of the Employer in respect of termination of employment are not affected.

44. ADOPTION LEAVE

44.1 Eligibility

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

- b) A permanent or fixed term contract employee must have completed twelve months continuous service in the Western Australian Public Sector as defined under the *Public Sector Management Act 1994* immediately preceding the adoption leave in order to receive the forms of paid leave as provided for by this clause.
- c) An Employee on a period of leave without pay unrelated to adoption leave must resume duties prior to being entitled to paid adoption leave in accordance with the eligibility entitlements.
- d) An eligible casual employee as defined under Clause 43.2 - Maternity Leave of this Agreement is entitled to unpaid Adoption Leave as provided by this clause.

44.2 **General Entitlement to Adoption Leave**

- a) Subject to the requirements of this clause an eligible Employee is entitled to 52 weeks unpaid Adoption Leave.
- b)
 - i) Subject to the requirements of this clause an eligible Employee is entitled to 14 weeks paid Adoption Leave that will form part of the 52 week unpaid entitlement.
 - ii) The 14 week period of paid Adoption Leave is inclusive of any public holidays or repealed public service days in lieu falling within that time.
 - iii) The period of paid Adoption Leave can be extended by the Employee taking double the leave on a half-pay basis and its effect is in accordance with Clause 43.14 – Maternity Leave of this Agreement.
- c) An Employee must take Adoption Leave in one continuous period with the exception of Special Temporary Employment or Special Casual Employment pursuant to Clause 43.12 – Effect of Maternity Leave on the Contract of Employment of this Agreement.
- d) Except for leave provided under Clause 46 - Partner Leave of this Agreement only one parent can proceed on Maternity, Adoption or Other Parent Leave at any one time.
- e) Where less than the 52 weeks Adoption Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- f) Unpaid Adoption Leave may be taken in more than one continuous period where the Employee undertakes special temporary employment or special casual employment in accordance with the provisions at Clause 43.12 – Employment During Unpaid Maternity Leave of this Agreement. In these circumstances, the provisions of Clause 43.12 – Employment During Unpaid Maternity Leave of this Agreement shall apply.
- g)
 - i) Where both Employees are employed in the Western Australia Public Sector an entitlement to paid or unpaid Maternity Leave, Adoption Leave or Other Parent Leave or Parental Leave provided for by another industrial agreement can be shared and
 - ii) The entitlement provided to the Employees shall not exceed the paid Maternity, Adoption or Other Parent Leave quantum for one Employee or its half pay equivalent and

- iii) The Employees may only proceed on paid and/or unpaid Maternity, Adoption or Other Parent Leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under Clause 43.5 (d) – Payment for Paid Maternity Leave of this Agreement. This does not prevent an Employee from taking paid or unpaid Partner Leave as prescribed by Clause 46. – Partner Leave of this Agreement.

44.3 Payment for Paid Adoption Leave

- a)
 - i) Subject to subclause 44.4 (c) a full-time employee proceeding on paid Adoption Leave is to be paid according to their ordinary working hours at the time of commencement of Adoption Leave. Shift and weekend penalty payments are not payable during paid Adoption Leave.
 - ii) Subject to subclause 44.4 (c) Payment for a part-time employee is to be determined according to an average of the hours worked by the Employee over the preceding 12 months; or their ordinary working hours at the time of commencement of Adoption Leave, exclusive of shift and weekend penalties, whichever is greater.
- b) An Employee may elect to receive pay in advance for the period of paid Adoption Leave at the time the Adoption Leave commences or may elect to be paid the entitlement on a fortnightly basis over the period of the paid Adoption Leave.
- c) An Employee in receipt of a higher duties allowance for a continuous period of 12 months immediately prior to commencing paid Adoption Leave is to continue to receive the higher duties allowance for the first four weeks of paid Adoption Leave.
- d) Where an Employee is on a period of half pay Adoption Leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused paid Adoption Leave equivalent to the period of leave the Employee would have accessed had they been on full pay Adoption Leave when their termination occurred.
- e) An Employee eligible for a subsequent period of paid Adoption Leave as provided for under subclause 44.1 (a) (iii) shall be paid the Adoption Leave as follows:
 - i) According to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid Adoption Leave and
 - ii) Not affected by any period of special temporary employment or special casual employment undertaken in accordance with Clause 43.12. – Employment During Unpaid Maternity Leave of this Agreement.
- f) Where less than the 52 weeks Adoption Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- g) An eligible casual employee provided for under subclause 44.1 (d) is not entitled to paid adoption leave.
- h) The '*day of placement*', in relation to the adoption of a child by an Employee, means the earlier of the following days:
 - i) the day on which the Employee first takes custody of the child for the adoption;

- ii) the day on which the Employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- i) An Employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the Employee for adoption
 - i) is, or will be, under 16 years old as at the day of placement, or the expected day of placement, of the child and
 - ii) has not, or will not have, lived continuously with the Employee for a period of six months or more as at the day of placement, or the expected day of placement, of the child and
 - iii) is not (otherwise than because of the adoption) a child or stepchild of the Employee or the Employee's partner.
- j)
 - i) An Employee seeking to adopt a child is entitled to two days unpaid leave to attend interviews or examinations required for the adoption procedure.
 - ii) An Employee working or residing outside of the Perth metropolitan area is entitled to an additional day's unpaid leave.
 - iii) The Employee may take any paid leave entitlement to which the Employee is entitled to in lieu of this leave.
- k)
 - i) If an application for adoption leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid adoption leave is terminated.
 - ii) Employees may take any other paid leave entitlement to which they are entitled in lieu of the terminated adoption leave or return to work.

44.4 **Commencement of Adoption Leave**

- a) An eligible Employee can commence adoption leave from the day of placement of the child.
- b) The period of paid adoption leave must conclude within 12 months of the day of placement except under exceptional circumstances as provided under Clause 43.6 (e) – Commencement of Maternity Leave of this Agreement but as it relates to Adoption Leave.

44.5 **Notice and Variation Requirements**

- a) An Employee shall give no less than eight weeks written notice to the Employer of:
 - i) the date the Employee proposes to commence paid or unpaid adoption leave and
 - ii) the period of leave to be taken.
- b) An Employee is not in breach of subclause 44.5 (a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.

- c) An Employee proceeding on adoption leave may elect to take a shorter period of adoption leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks written notice is provided.

44.6 Other Provisions

The following provisions, as provided under Clause – 43 Maternity Leave of this Agreement have application to Adoption Leave:

- 43.8 - Interaction with Other Leave Entitlements;
- 43.9 – Extended Unpaid Maternity Leave;
- 43.10 – Communication During Maternity Leave;
- 43.11 – Replacement Employee;
- 43.12 – Employment During Unpaid Maternity Leave;
- 43.13 – Return to Work on Conclusion of Maternity Leave and
- 43.14 – Effect of Maternity Leave on the Contract of Employment.

45. OTHER PARENT LEAVE

45.1 For the purposes of this clause:

- a) The “*Other Parent*” may or may not be the biological parent, and does not necessarily have to be the partner of the birth parent and is the primary care giver of the child.
- b) The “*primary care giver*” means the Employee will assume the principal role for the care and attention of a child aged under 12 months or a newly adopted child.
- c) Only one person can be the primary care giver of the child at any one time.

45.2 Eligibility

- a) i) Where an eligible Employee, other than an Employee entitled to Paid Maternity Leave under Clause 43.2 or Adoption Leave under Clause 44.1 of this Agreement, is the other parent and primary care giver of a child under the age of 12 months or newly adopted child the provisions of this clause will apply.
- ii) An Employer may require an Employee to provide confirmation of their primary carer status with evidence that would satisfy a reasonable person.
- b) An eligible casual employee as defined under Clause 43.2 of this Agreement is entitled to unpaid Other Parent Leave as provided by this clause.
- c) i) A permanent, fixed term contract or eligible casual employee is entitled to 52 weeks unpaid Other Parent Leave in accordance with this clause.
- ii) An eligible permanent or fixed term contract employee is entitled to 14 weeks paid Other Parent Leave in accordance with this clause.

- iii) An Employee employed on a fixed term contract shall have the same entitlement to other parent leave; however, the period of leave granted shall not extend beyond the term of that contract.
- iv) An Employee is eligible, without concluding their other parent leave and resuming duty, for subsequent periods of other parent leave, including paid other parent leave, in accordance with the provisions of this clause.
- d) A permanent or fixed term contract employee must have completed twelve months continuous service in the Western Australian Public Sector as defined under the *Public Sector Management Act 1994* immediately preceding the Other Parent Leave in order to receive the forms of paid leave as provided for by this clause.
- e) An Employee on a period of leave without pay unrelated to Other Parent Leave must resume duties prior to being entitled to paid other parent leave in accordance with the eligibility entitlements.

45.3 General Entitlement to Other Parent Leave

- a) Subject to the requirements of this clause an eligible Employee is entitled to 52 weeks unpaid Other Parent Leave.
- b)
 - i) Subject to the requirements of this clause an eligible Employee is entitled to 14 weeks paid Other Parent Leave that will form part of the 52 week unpaid entitlement.
 - ii) The 14 week period of paid Other Parent Leave is inclusive of any public holidays or repealed public service days in lieu falling within that time.
 - iii) The period of paid Other Parent Leave can be extended by the Employee taking double the leave on a half-pay basis and in its effect is in accordance with Clause 43.14 – Effect of Maternity Leave on the Contract of Employment of this Agreement.
- c) An Employee must take Other Parent Leave in one continuous period with the exception of Special Temporary Employment or Special Casual Employment pursuant to Clause 43.12 – Employment During Unpaid Maternity Leave of this Agreement.
- d) Except for leave provided under Clause 46. - Partner Leave of this Agreement only one parent can proceed on Maternity, Adoption or Other Parent Leave at any one time.
- e) Where less than the 52 weeks Other Parent Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- f) Unpaid Other Parent Leave may be taken in more than one continuous period where the Employee undertakes special temporary employment or special casual employment in accordance with the provisions at Clause 43.12 – Employment During Unpaid Maternity Leave in this Agreement. In these circumstances, the provisions of Clause 43.12 – Employment During Unpaid Maternity Leave of this Agreement, shall apply.
- g)
 - i) Where both Employees are employed in the Western Australian Public Sector an entitlement to paid or unpaid Maternity Leave, Adoption Leave or Other Parent Leave or Parental Leave provided for by another industrial agreement can be shared and
 - ii) The entitlement provided to the Employees shall not exceed the paid Maternity, Adoption or Other Parent Leave quantum for one Employee or its half pay equivalent and

- iii) The Employees may only proceed on paid and/or unpaid Maternity, Adoption or Other Parent Leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under subclause 45.3 (i). This does not prevent an Employee from taking paid or unpaid Partner Leave as prescribed by Clause 46. – Partner Leave of this Agreement.
- h) An eligible casual employee provided for under subclause 45.2 (b) is entitled to unpaid Other Parent Leave only.
- i) If both parents work in the Public Sector and the mother is able to remain on paid parental leave despite her incapacity to be her child's principal care giver, the Employees may choose which parent will access the paid leave.
 - If the mother chooses to remain on Paid Maternity Leave, the other parent may access unpaid other parent leave for the period they are their child's principal care giver.
 - If the other parent chooses to be the primary care giver of the child and accesses paid other parent leave the mother may access unpaid Maternity Leave.
 - Where the other parent accesses paid leave in accordance with this sub clause, the mother is entitled to resume Paid Maternity Leave if/when she becomes her child's principal care giver, subject to the provisions of subclause 43.3 (i).

45.4 **Payment for Paid Other Parent Leave**

- a)
 - i) Subject to subclause 45.4 (c) a full-time employee proceeding on paid Other Parent Leave is to be paid according to their ordinary working hours at the time of commencement of Other Parent Leave. Shift and weekend penalty payments are not payable during paid Other Parent Leave.
 - ii) Subject to subclause 45.4 (c) payment for a part-time employee is to be determined according to an average of the hours worked by the Employee over the preceding 12 months; or their ordinary working hours at the time of commencement of Other Parent Leave, exclusive of shift and weekend penalties, whichever is greater.
- b) An Employee may elect to receive pay in advance for the period of paid Other Parent Leave at the time the Other Parent Leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid Other Parent Leave.
- c) An Employee in receipt of a higher duties allowance for a continuous period of 12 months immediately prior to commencing paid Other Parent Leave, is to continue to receive the higher duties allowance for the first four weeks of paid Adoption Leave.
- d) An Employee is entitled to remain on Paid Other Parent Leave if the pregnancy results in other than a live child; or the mother is incapacitated following the birth of the child; or the child dies or is hospitalised such that the Employee or the Employee's partner is not providing principal care to the child.
- e) Where an Employee is on a period of half pay Other Parent Leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused paid Other Parent Leave equivalent to the period of leave the Employee would have accessed had they been on full pay Other Parent Leave when their termination occurred.

- f) An Employee eligible for a subsequent period of paid Other Parent Leave as provided for under subclause 45.2 (c) (iv) shall be paid the Other Parent Leave as follows:
 - i) According to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid Other Parent Leave and
 - ii) Not affected by any period of special temporary employment or special casual employment undertaken in accordance with Clause 43.12 – Employment Maternity Leave of this Agreement.
- g) Where less than the 52 weeks Other Parent Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- h) An eligible casual employee provided for under subclause 45.2 (b) is not entitled to paid Other Parent Leave.

45.5 Commencement of Other Parent Leave

- a) An eligible Employee identified as the primary care giver of the child can commence Other Parent Leave from the child's birth date or placement, or a later date nominated by the Employee.
- b) The period of paid Other Parent Leave must conclude within 12 months of the birth or placement of the child except under exceptional circumstances as Clause 43.6 (e) – Commencement of Maternity Leave of this Agreement but as it relates to Other Parent Leave.

45.6 Notice and Variation Requirements

- a) An Employee shall give no less than eight weeks written notice to the Employer of:
 - i) the date the Employee proposes to commence paid or unpaid Other Parent Leave; and
 - ii) the period of leave to be taken.
- b)
 - i) An Employee is not in breach of subclause 45.6 (a) by failing to give the required period of notice if such failure is due to the requirement of the Employee to take on the role of primary care giver due to the birth parent or other adoptive parent being incapacitated to take on the principal caring role.
 - ii) In such circumstances the Employee shall give notice as soon as reasonably possible.
- c) The granting of leave under this clause is subject to the Employee providing the Employer with evidence that would satisfy a reasonable person detailing the reasons for and the circumstances under which the leave application is made and the relationship the Employee has with the child.
- d) An Employee proceeding on Other Parent Leave may elect to take a shorter period of Other parent Leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks written notice is provided.

45.7 **Other Provisions**

The following provisions, as provided under Clause – 43 - Maternity Leave of this Agreement have application to Other Parent Leave:

- 43.8 - Interaction With Other Leave Entitlements;
- 43.9 – Extended Unpaid Maternity Leave;
- 43.10 – Communication During Maternity Leave;
- 43.11 – Replacement Employee;
- 43.12 – Employment During Unpaid Maternity Leave;
- 43.13 – Return to Work on Conclusion of Maternity Leave and
- 43.14 – Effect of Maternity Leave on the Contract of Employment.

46. **PARTNER LEAVE**

46.1 An Employee who is not taking parental leave is entitled to one week's partner leave as prescribed by this clause in respect of the:

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

46.2 The entitlement to one week's partner leave shall be taken as paid personal leave, subject to subclause 46.8. In the absence of an entitlement to paid personal leave, partner leave may be taken as:

- a) paid annual and/or long service leave;
- b) paid accrued time off in lieu of overtime, flexible working hours and/or
- c) unpaid partner leave.

46.3 Partner leave must be taken immediately following the birth or, in the case of adoption, the placement of the child.

46.4 a) Subject to subclause 46.4 (b), the taking of partner leave by an Employee shall have no effect on their or their partner's entitlement, where applicable, to access paid Maternity Leave as provided by Clause 43 of this Agreement, paid Adoption Leave as provided by Clause 44 of this Agreement and paid Other Parent Leave as provided for by Clause 45 of this Agreement.

b) Where applicable, unpaid partner leave taken by an Employee shall be counted as part of the Employee's unpaid parental leave entitlement.

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

46.6 The taking of accrued time off in lieu of overtime and flexible working hours for partner leave purposes shall be subject to the provisions of Clause 26 – Flexible Working Hours Arrangements and Clause 27 – Overtime of the Agreement.

46.7 **Personal Leave**

An Employee may access their accrued personal leave entitlements for partner leave purposes, subject to the requirements of the *Minimum Conditions of Employment Act 1993* being met. That is, a minimum of 75 hours personal leave must be kept available for an Employee to access for the purposes of an Employee's entitlement to paid leave for illness or injury; or carer's leave.

46.8 The right to access personal leave credits for partner leave purposes does not affect an Employee's right to take more than five days personal leave for the purposes provided for in Clause 48 – Personal Leave of this Agreement.

46.9 **Right to Request Additional Unpaid Partner Leave**

An Employee is entitled to request an extension to the period of unpaid partner leave up to a maximum of eight weeks.

46.10 The Employer is to agree to an Employee's request to extend their unpaid partner leave made under subclause 46.9 unless:

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

a) having considered the Employee's circumstances, the Employer is not satisfied that the request is genuinely based on the Employee's parental responsibilities or

b) there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:

i) cost;

ii) lack of adequate replacement staff;

iii) loss of efficiency and

iv) impact on the production or delivery of products or services by the Employer.

46.12 An Employee who believes their request to extend unpaid partner leave has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.

46.13 Where an Employer agrees to an Employee's request to extend their period of unpaid partner leave under subclause 46.9, the Employer must allow an Employee to elect to substitute any part of that period of unpaid partner leave with accrued annual leave, long service leave, time off in lieu of overtime and/or flexible working hours.

46.14 An Employee on unpaid partner leave is not entitled to paid personal leave.

46.15 The total period of partner leave provided by this clause shall not exceed eight weeks.

46.16 **Notice**

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

46.17 Effect of Partner Leave on the Contract of Employment

The provisions of Clause 43.14 – Effect of Maternity Leave on the Contract of Employment of this Agreement concerning the effect of partner leave on the contract of employment shall apply to Employees accessing partner leave, with such amendment as necessary.

46.18 Eligible Casual Employees

An eligible casual employee, as defined in Clause 43.2 – Maternity Leave of this Agreement, is only entitled to unpaid partner leave.

47. UNPAID GRAND PARENTAL LEAVE

47.1 For the purposes of this clause "primary care giver" means the Employee who will assume the principal role for the care and attention of a grandchild.

47.2 An Employee is entitled to a period of up to 52 weeks continuous unpaid grandparental leave in respect of the:

- a) birth of a grandchild of the Employee; or
- b) adoption of a grandchild of the Employee, being a child who is not the natural grandchild or grand-stepchild of the Employee, is under the age of five and has not lived continuously with its adoptive parents for six months or longer.

47.3 Primary Care Giver Status

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

47.4 **Commencement, Notice and Variation of Leave**

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

- 47.5 a) The Employee shall give not less than four week's notice in writing to the Employer of the date the Employee proposes to commence unpaid grandparental leave, stating the period of leave to be taken.
- b) The notice period in subclause 46.5 (a) may be waived by the Employer in exceptional circumstances.

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

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

47.7 **Other Entitlements**

The following provisions contained in Clause 43 – Maternity Leave of this Agreement shall be read in conjunction with this clause, with such amendment as is necessary:

- Clause 43.10 (a)– Communication During Maternity Leave;
- Clause 43.11 – Replacement Employee;
- Clauses 43.13 (a) (ii) and (b) – Return to Work on Conclusion of Maternity Leave and
- Clause 43.14 – Effect of Maternity Leave on the Contract of Employment.

47.8 The entitlement to grandparental leave is as prescribed in this clause. Other than as specified in subclause 47.7, an Employee has no entitlement to the provisions contained in Clause 43 – Maternity Leave of this Agreement with respect to the birth or Clause 44 – Adoption Leave with respect to the adoptive placement of their grandchild.

48. PERSONAL LEAVE

The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees, except for subclause 48.3.7.

48.1 **Amount of Paid Personal Leave**

48.1.1 Paid personal leave will be available to an Employee when they are absent due to:

- a) personal illness or injury (sick leave) or
- b) for the purposes of caring for an immediate family or household member that is sick and requires the Employee's care and support (carer's leave).

48.2 **Sick Leave**

48.2.1 An Employee is entitled to paid sick leave when they are absent due to personal injury or illness.

48.2.2 The amount of sick leave to which an Employee is entitled is as follows:

	Leave on full pay Weeks	Leave on half pay Weeks
On date of permanent appointment	1	0.5
On completion of six months service on permanent staff	1	0.5
On completion of twelve months service on permanent staff	2	1
On completion of each additional twelve months service on permanent staff	2	1

48.2.3 To be entitled to payment in accordance with this clause, an Employee must:

- a) as soon as possible, advise the Employer of their inability to attend for work and
- b) notify the Employer in sufficient time of the date on which they will be able to resume duty.

48.2.4 Evidence supporting claim

- a) Subject to 48.2.4 (b), the Employee shall produce a medical certificate or statutory declaration that the Employee was unable to work because of injury or personal illness if the absence is greater than two days.
- b) The number of days of sick leave which may be granted without the production of the medical certificate prescribed in 48.2.4 (a) shall not exceed, in the aggregate, five working days in any one credit year.

48.2.5 If an Employee falls sick while on annual or long service leave and produces at the time satisfactory medical evidence that they are or were confined to their place of residence or hospital for a period of at least seven days continuously in the case of annual leave and at least fourteen days continuously in the case of long service leave they may, with the approval of the Employer be granted at a time convenient to the Employer, additional leave equivalent to the period of sickness falling within the rostered period of leave.

48.2.6 Sick leave shall be paid at the Employee's permanent classified rate of pay provided that if immediately before such leave is taken the Employee is entitled to payment for acting in a higher capacity then Clause 22.3 – Other Approved Leave of this Agreement applies.

48.2.7 An Employee on sick leave on full pay shall receive in addition loadings for shift work allowance, shift work penalty and Saturday penalty the Employee would have received but for the absence due to illness.

48.2.8 An Employee on sick leave on full pay who has reached agreement for the ordinary hours of work to be worked Sunday to Saturday inclusive as prescribed in 25.6.3, shall receive in addition loading for Sunday penalty the Employee would have received but for the absence due to illness.

48.2.9 a) The Employer shall credit an Employee additional sick leave credits up to those held at the date that Employee ceased previous employment provided:

- (i) immediately prior to commencing employment in the Public Sector of Western Australia, the Employee was employed in the service of in a State body or statutory authority prescribed by Administrative Instruction 611;
 - (ii) the Employee's employment with the Public Sector of Western Australia commenced no later than one week after ceasing previous employment.
- b) The maximum break in employment permitted by subparagraph (a)(ii) of this subclause, may be varied by the approval of the Employer provided that where employment with the Public Sector 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.

48.3 Carer's Leave

- 48.3.1 An Employee is entitled to use up to 10 days of accrued sick leave entitlement each year to care for members of their immediate family or household who are sick and require care and support or affected by an unexpected emergency. This entitlement is subject to the Employee being the primary care giver for the person concerned.
- 48.3.2 The entitlement to carer's leave is subject to the person in respect of whom the leave is taken being either:
- a) a member of the Employee's immediate family or
 - b) a member of the Employee's household.
- 48.3.3 The term immediate family includes:
- a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person of the opposite sex to the Employee who lives with the Employee as his or her husband or wife on a bona fide domestic basis and
 - b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.
- 48.3.4 In normal circumstances an Employee is not entitled to take carer's leave where another person has taken leave to care for the same person.
- 48.3.5 The Employee must, if required by the Employer, establish by production of a medical certificate, the illness of the person concerned and that the illness is such as to require care by another.
- 48.3.6 An Employee may take unpaid carer's leave by agreement with the Employer.
- 48.3.7 A casual employee may take up to two days unpaid carer's leave for each occasion to care for members of their immediate family or household who are sick and require care and support or affected by an unexpected emergency.

49. PURCHASED LEAVE – 44/52 ARRANGEMENT

49.1 The Employer and an Employee may agree to enter an arrangement whereby the Employee can purchase one to eight weeks additional leave or a greater period. The Employee can agree to take a reduced salary spread over the 52 weeks of the year and receive the following amounts of additional leave or where a greater period is agreed a revised amount:

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

49.2 The additional leave purchased is to be taken subject to the Employer and operational convenience.

49.3 a) In the event that the Employee is unable to take such leave, their salary will be adjusted in the last pay period in February to take account of the fact that time worked during the previous year was not included in their salary.

b) Untaken purchased leave will be paid out at the rate at which it was purchased.

49.4 Access to this entitlement will be subject to the Employee having satisfied the Employer's accrued leave management policy.

49.5 The purchased leave will not be able to be accrued. The Employee is to be entitled to pay in lieu of the purchased leave not taken.

49.6 Where an Employee who is in receipt of an allowance provided at Clause 22. - Higher Duties Allowance of this Agreement proceeds on any period of purchased leave the Employee shall not be entitled to receive payment of the allowance for any period of purchased leave.

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

50. PURCHASED LEAVE – DEFERRED SALARY ARRANGEMENT

50.1 With written agreement of the Employer, an Employee may elect to receive, over a four year period, 80% of the salary they would otherwise be entitled to receive in accordance with Clause 15. –Salaries of this Agreement.

50.2 On completion of the fourth year, an Employee will be entitled to 12 months leave and will receive an amount equal to 80% of the salary they were otherwise entitled to in the fourth year of deferment.

- 50.3 Where an Employee completes four years of deferred salary service and is not required to attend duty in the following year, the period of non – attendance shall not constitute a break in service and shall count as service on a pro-rata basis for all purposes.
- 50.4 An Employee may withdraw from this scheme prior to completing a four-year period by written notice. The Employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.
- 50.5 The Employer will ensure that Employees have sought and had superannuation arrangements and taxation effects fully explained to them by the relevant authority. The Employee is responsible for seeking their own financial advice. The Employer will put any necessary arrangements into place.

51. STUDY LEAVE

- 51.1 The Employer has the discretion to reimburse an Employee for the full or part of any reasonable costs of enrolment fees, Higher Education Contribution Surcharge, compulsory textbooks, compulsory computer software and other necessary study materials.
- 51.2 Half of the value of the agreed costs shall be reimbursed immediately following production of written evidence of enrolment and costs incurred and the remaining half shall be reimbursed following production of written evidence of successful completion of the subject for which reimbursement has been claimed.
- 51.3 The Employer and Employee may agree to alternative reimbursement arrangements.
- 51.4 Employees working shift work or on fixed term contracts have the same access to study leave provided for under this Agreement as all other Employees (except casual employees).

52. WITNESS AND JURY SERVICE

Witness

- 52.1 An Employee subpoenaed or called as a witness to give evidence in any proceeding shall as soon as practicable notify the manager/supervisor who shall notify the Employer.
- 52.2 Where an Employee is subpoenaed or called as a witness to give evidence in an official capacity that Employee shall be granted by the Employer leave of absence with pay, but only for such period as is required to enable the Employee to carry out duties related to being a witness. If the Employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the Employer. The Employee is not entitled to retain any witness fee but shall pay all fees received into the Consolidated Fund. The receipt for such payment with a voucher showing the amount of fees received shall be forwarded to the Employer.
- 52.3 An Employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify the Employer.
- 52.4 An Employee subpoenaed or called, as a witness on behalf of the Crown, not in an official capacity shall be granted leave with full pay entitlements. If the Employee is on any form of paid leave, this leave shall not be reinstated as such witness service is deemed to be part of the Employee's civic duty.

The Employee is not entitled to retain any witness fees but shall pay all fees received into the Consolidated Fund.

- 52.5 An Employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses 52.2 and 52.4 shall be granted leave of absence without pay except when the Employee makes an application to clear accrued leave in accordance with Agreement provisions.

Jury

- 52.6 An Employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the supervisor/manager who shall notify the Employer.
- 52.7 An Employee required to serve on a jury shall be granted by the Employer leave of absence on full pay, but only for such period as is required to enable the Employee to carry out duties as a juror.
- 52.8 An Employee granted leave of absence on full pay as prescribed in subclause 52.6 is not entitled to retain any juror's fees but shall pay all fees received into the Consolidated Fund. The receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to the Employer.

53. PUBLIC HOLIDAYS

- 53.1 The following days shall, subject to this Agreement, be allowed as paid holidays:

- New Year's Day;
- Australia Day;
- Labour Day;
- Good Friday;
- Easter Monday;
- Anzac Day;
- Foundation Day;
- Queen's Birthday;
- Christmas Day and
- Boxing Day.

or days in lieu thereof.

- 53.2 Employees shall also be entitled to the other days which may be proclaimed as Western Australian public holidays in accordance with the *Public and Bank Holidays Act 1972*.
- 53.3 An Employee who is not required to work on a public holiday which falls on an ordinary working day shall be paid at their ordinary rate of pay for the normal hours they would have worked on such a day if it had not been a public holiday.
- 53.4 An Employee, other than those in receipt of the salary of Level 5 or above, rostered to work on a public holiday shall be paid as follows:
- 53.4.1 time and a half for the first eight hours and thereafter at the rate of double time and a half.
- 53.4.2 where a public holiday falls on a Saturday all time worked to be paid at the rate of double time and a half.
- 53.5 The payments prescribed in 53.4 shall be paid to an Employee Level 5 and above where such work is undertaken at the direction of the Employer.

- 53.6 Time worked on a public holiday on which a time and a half penalty is paid will be counted as part of the week's work for calculation of overtime on a weekly basis. Time worked on a public holiday on which a double time and a half penalty is paid will stand alone and will not be counted for calculation of weekly overtime.
- 53.7 Penalties paid for working on a public holiday is in lieu of any other penalties which may be due for working on that day.
- 53.8 In addition to the penalties prescribed in 53.4, any Employee who works on a public holiday will be entitled to an additional day's pay unless the Employee elects to have a day added to the Employee's annual leave or agrees to take the day at some other time agreed time.

Where an Employee works into a day which is a Public Holiday, but does not work later than 3:00 am on the Public Holiday, will be deemed not to have worked on a Public Holiday for the purposes of this subclause.

- 53.9 A part-time employee is entitled to the provisions of this clause provided that such holidays occur on a day which the Employee normally works.

54. DAYS IN LIEU OF THE REPEALED PUBLIC SERVICE HOLIDAYS

- 54.1 Employees shall be entitled to two days paid leave of absence in lieu of public service holidays which were on Easter Tuesday and the additional day at New Year, in accordance with *Public Sector Commissioner's Circular 2009-32*, as amended from time to time.
- 54.2 The two days referred to in 50.1 shall be taken in the calendar year in which they fall due and at the convenience of the Employee and the Employer. The days in lieu lapse if not taken within the calendar year.

PART 6 – ALLOWANCES AND REIMBURSEMENT

55. AWAY FROM HOME AND MEALS ALLOWANCE

- 55.1 Allowances to meet travelling expenses of Employees where an overnight stay at a hotel or motel is involved will be paid:
- 55.1.1 Where the Employee for their own accommodation, meals and incidental expenses and hotel or motel accommodation is utilised:

Particulars	Daily Rate	Daily Rate for Employees with dependants in excess of 42 days	Daily Rate for Employees without dependants in excess of 42 days
	\$	\$	\$
WA - Metropolitan Hotel or Motel	305.45	152.70	101.80
Locality South of 26° South Latitude	208.55	104.30	69.50
Interstate - Capital City			
Sydney	304.90	152.45	101.60
Melbourne	288.55	144.30	96.15

Other Capitals	270.10	135.05	89.95
Interstate - Other than Capital City	208.55	104.30	69.50

55.1.2 Where the Employee for their own accommodation, meals and incidental expenses other than at a hotel or motel is obtained:

WA - South of 26° South Latitude	\$ 93.65
Interstate	\$128.25

55.1.3 To calculate the reimbursement under subclauses 55.1.1 and 55.1.2 for a part of a day the following will apply:

Breakfast	10%
Lunch	15%
Dinner	25%
Bed	50%

Provided that in the case of the proportions for meals on departure and arrival:

- a) the circumstances of the trip were such that the Employee could not reasonably be expected to have the meal at the Employee's home or lodging before departure or after arrival and
- b) the Employee's certification that each meal claimed was actually purchased.

55.1.4 When an Employee is required by the Employer to attend a course, conference, etc. and this involves an overnight stay and the Employee is provided with accommodation and meals free of charge, then the Employee shall be reimbursed the rates below for each day to met incidental expenses.

WA - South of 26° South Latitude	\$14.55
Interstate	\$21.70

55.2 Where an Employee travels to a place outside a radius of 50 kilometres and the trip does not involve an overnight stay reimbursement for all meals claimed shall be subject to:

55.2.2 the circumstances of the trip being such that the Employee could not reasonably be expected to have the meal at the Employees home or lodging before departure or after arrival;

55.2.3 the Employee's certification that each meal claimed was actually purchased.

WA - South of 26° South Latitude	\$
Breakfast	16.30
Lunch	16.30
Dinner	46.50

Interstate	\$
Breakfast	16.30
Lunch	16.30
Dinner	46.50

55.3 An Employee travelling on duty within a radius of 50 kilometres from their normal place of employment which requires their absence from their home station over the usual meal period shall be paid the amount of \$6.35 for each meal necessarily purchased, provided that:

55.3.2 such travelling is not a normal feature in the performance of the Employee's duties.

55.3.3 total reimbursement under this subclause for any one pay period shall not exceed the amount of \$31.75.

55.4 Where an Employee required to work overtime of not less than two hours shall, subject to the approval of the Employer, be allowed any expense incurred in obtaining a meal up to a maximum of:

Breakfast	\$10.15 per meal
Lunch	\$12.45 per meal
Dinner	\$14.95 per meal
Bed	\$10.15 per meal

55.5 In special cases the rates set out in 55.1 may be increased by the Employer in order to meet additional costs reasonably incurred, evidence of which shall be produced.

55.6 The rates prescribed in the clause will be administratively updated by Industrial Circular in accordance with movements in Part II – Meals of Schedule H. – Overtime Allowance and Parts 1, 3, 4, 5, 7 – 9, 11, 12, 14, 17 and 18 of Schedule I – Travelling, Transfer and Relieving Allowance of the *Public Service Award 1992*.

56. DISTRICT ALLOWANCE

56.1 This clause shall apply to Employees covered by the *District Allowance (Government Officers) General Agreement 2010*.

56.2 Clauses 56.3 to 56.6 of this agreement replace subclauses 9.1.4 and 9.1.5 of the *District Allowance (Government Officers) General Agreement 2010* respectively.

56.3 When an Employee is on approved annual leave, the Employee shall for the period of such leave, be paid the District Allowance to which the Employee would ordinarily be entitled.

56.4 When an Employee is on approved personal leave or bereavement leave, the Employee shall for the period of such leave, be paid the District Allowance to which 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 will continue to be paid.

- 56.5 Notwithstanding subclause 56.4, an Employer may 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.
- 56.6 Except as otherwise provided in this clause, when an Employee is on long service leave or other approved leave with pay the Employee shall only be 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.
- 56.7 The parties agree that any increase to District Allowance rates resulting from negotiations between the Government and Public Sector Unions, including the Civil Service Association, for a replacement for the *District Allowance (Government Officers) General Agreement 2010* will be payable as per that replacement District Allowance General Agreement.

57. PROPERTY ALLOWANCE

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

- a) "Agent" means a person carrying on business as an estate agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.
- b) "Dependant" in relation to an Employee means:
- i) spouse including de facto partner;
 - ii) child/children; or
 - iii) other dependant family;
- who resides with the Employee and who relies on the Employee for support.
- c) "Expenses" in relation to an Employee means all costs incurred by the Employee in the following areas:
- i) Legal fees paid to a solicitor, or in lieu thereof fees charged by a settlement agent, for professional costs incurred in respect of the sale or purchase, the maximum fee to be claimed shall be as set out in the Solicitors Cost Determination for non contentious business matters made under section 275 of the *Legal Profession Act 2008*.
 - ii) Disbursements duly paid to a solicitor or a settlement agent necessarily incurred in respect of the sale or purchase of the residence.
 - iii) Real Estate Agent's Commission in accordance with that fixed by the Real Estate and Business Agents Supervisory Board, acting under *Section 61* of the *Real Estate and Business Agents Act 1978*, duly paid to an agent for services rendered in the course of and incidental to the sale of the property, the maximum fee to be claimed shall be fifty percent (50%) as set out under Items 1 or 2 - Sales by Private Treaty or Items 1 or 2 - Sales by Auction of the Maximum Remuneration Notice.
 - iv) Stamp Duty.

- v) Fees paid to the Registrar of Titles or to the Employee performing duties of a like nature and for the same purpose in another State or Territory of the Commonwealth.
 - vi) Expenses relating to the execution or discharge of a first mortgage.
 - vii) The amount of expenses reasonably incurred by the Employee in advertising the residence for sale.
- d) "Locality" in relation to an Employee means:
- i) Within the metropolitan area, that area within a radius of fifty (50) kilometres from the Perth City Railway Station, and
 - ii) Outside the metropolitan area, that area within a radius of fifty (50) kilometres from an Employee's headquarters when they are situated outside of the metropolitan area.
- e) "Property" shall mean a residence as defined in this clause including a block of land purchased for the purpose of erecting a residence thereon to the extent that it represents a normal urban block of land for the particular locality.
- f) "Residence" includes any accommodation of a kind commonly known as a flat or a home unit that is, or is intended to be, a separate tenement including dwelling house, and the surrounding land, exclusive of any other commercial property, as would represent a normal urban block of land for the particular locality.
- g) "Settlement Agent" means a person carrying on business as settlement agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under the law.
- h) "Transfer" or "Transferred" means a permanent transfer or permanently transferred.

57.2 When an Employee is transferred from one locality to another outside a radius of 50 kilometres from the Employees existing home location in the ordinary course of promotion or transfer, the Employee shall be entitled to be paid a Property Allowance for reimbursement of prescribed expenses incurred by the Employee:

57.2.1 In the sale of a residence in the Employee's former locality, which, at the date on which the Employee received notice of transfer to the Employee's new locality:

- a) the Employee owned and occupied; or
- b) the Employee was purchasing under a contract of sale providing for vacant possession; or
- c) the Employee was constructing for the Employee's own permanent occupation, on completion of construction; and

57.2.2 in the purchase of a residence or land for the purpose of erecting a residence thereon for the Employee's own permanent occupation in the new locality.

57.3 The prescribed expenses to be reimbursed will include:

- 57.3.1 Legal fees and disbursements paid to a solicitor or in lieu thereof fees charged by a settlement agent in respect of each transaction.
- 57.3.2 Fifty percent of the amount the Employee paid to a real estate agent in respect of the sale of the residence or in lieu thereof expenses incurred by the Employee in advertising the residence for sale.
- 57.3.3 Legal fees and disbursements paid to a solicitor in respect of the discharge of a first mortgage on the sale of the residence.
- 57.3.4 Legal fees and disbursements paid to a solicitor in securing a mortgage on the land in conjunction with the purchase of the residence or in lieu thereof expenses incurred by the Employee in connection with the purchase or such mortgage.
- 57.3.5 Stamp duty.
- 57.3.6 Fees paid to the Registrar of Titles.
- 57.3.7 Residence includes any accommodation of a kind commonly known as a flat or home unit that is, or is intended to be, a separate tenement.
- 57.4 For the purpose of this Agreement it is immaterial that the ownership, sale or purchase is:
- 57.4.1 solely or jointly or in common with:
- a) the Employee's spouse;
 - b) a dependant relative or
 - c) the Employee's spouse and a dependant relative.
- 57.5 Where the Employee sells or purchases a residence jointly or in common with another person, not being a person referred to in subclause 57.4, the Employee shall be paid only the proportion of the prescribed expenses for which the Employee is responsible.
- 57.6 An application by an Employee for a Property Allowance shall be accompanied by evidence of the payment by the Employee of the prescribed expenses, being evidence that is satisfactory to the Employer.
- 57.7 Notwithstanding the foregoing provisions, an Employee is not entitled to the payment of a Property Allowance:
- 57.7.1 in respect of a sale or purchase prescribed in subclause 57.2 which is effected:
- a) more than twelve months after date on which the Employee took up duty in the new locality or
 - b) after the date on which the Employee received notification of being transferred back to the former locality; provided that the Employer may, in exceptional circumstances grant an extension of time for such period as is deemed reasonable.
- 57.7.2 Where the Employee is transferred from one locality to another solely at the Employee's own request or on account of misconduct.

58. PROTECTIVE CLOTHING

Where an Employee is required to provide any specialised and/or protective clothing the Employer will reimburse the Employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the specialised or protective clothing is provided by the Employer.

59. TRANSFER ALLOWANCE

59.1 When an Employee is transferred from one locality to another outside of a radius of 50 kilometres from the Employee's existing home location in the ordinary course of promotion or transfer at the direction of the Employer, the Employee shall:

59.1.1 be reimbursed the actual reasonable costs incurred in the conveyance of the Employee and the Employee's dependants and the actual reasonable cost incurred in the movement of the Employee's furniture effects and appliances;

59.1.2 paid an allowance of \$556.00 for accelerated depreciation and extra wear and tear on the Employee's furniture, effects and appliances;

59.1.3 if the Employee has furniture, allowed one day for packing and one day for unpacking which must be taken at the time of transfer and

59.1.4 granted free travel passes on the Employer's services for the Employee and their dependants.

59.2 An Employee who transfers at their own request, shall be entitled to the provisions of subclause 59.1.4. In addition, the Employer, may at its discretion, provide for the provisions of subclauses 59.1.1 to 59.1.3.

59.3 The rates prescribed at subclause 59.1.2 will be administratively updated by Industrial Circular in accordance with movements in Clause 51. – Removal Allowance of the *Public Service Award 1992*.

59.4 No Employee shall be transferred for a period less than three months. If required to work temporarily away at another location for relief or other purposes for a lesser period, the Employee shall be paid Away from Home Allowance as per Clause 55 - Away from Home and Meal Allowances of this Agreement.

59.5 Any Employee transferred (other than at the Employee's request) who is unable to secure housing accommodation may be granted expenses at the discretion of the Employer.

59.6 An Employee required to transfer permanently from one location to another shall be given at least 10 days' notice of the actual date of transfer.

60. TRAVELLING TIME

60.1 Employees will be paid for travelling time at ordinary time for the first eight hours and at half time to a maximum of eight hours thereafter in any one day. Saturday and Sunday travelling time shall be paid for at the rate of time and a half. This will only be paid when Employees travel outside normal hours at the direction of the Employer.

60.2 Travelling time - temporary duties

60.2.1 An Employee temporarily required to work away from their usual place of work is entitled to be:

- a) paid for time spent travelling before or after work in excess of what would normally be incurred in travelling between home and their usual place of work in accordance with subclause 60.1;
- b) reimbursed any reasonable and actual additional fares that are in excess of what would normally be incurred in travelling between home and their usual place of work;
- c) reimbursed the cost incurred in the use of the Employee's private motor vehicle/cycle in accordance with the rates prescribed below provided that the Employee's consent to use such Employee's vehicle to travel to and from work has been obtained and the use of the Employee's vehicle has been authorised in advance.

Motor Vehicle Allowance

Area Details	Rate (cents) per kilometre Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
Metropolitan Area	89.5	64.5	53.2
South West Land Division	91.0	65.4	54.0
North of 23.5o South Latitude	98.6	70.6	58.3
Rest of the State	94.3	67.5	55.6

Motor Cycle Allowance

Distance travelled during a year on Official Business	Rate Cents per Kilometre
Rate cents per kilometre	31.0

60.2.2 Reimbursement for subclause 60.2.1 shall be limited to the difference between the distance actually travelled from the Employee's residence to the usual place of employment and the Employee's residence and the temporary place of employment.

60.3 The rates prescribed at subclause 60.2.1 (c) will be administratively updated by Industrial Circular in accordance with movements in Schedules F – Motor Vehicle Allowance and G – Motor Cycle Allowance of the *Public Service Award 1992*.

60.4 This clause shall not apply to Employees who have been permanently transferred.

PART 7 – CONSULTATION

61. CONSULTATION

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

- 61.2 The parties acknowledge that decisions will continue to be made by the Employer who is responsible and accountable to Government for the effective and efficient operation of the agency.
- 61.3 The parties agree that:
- 61.3.1 Where the Employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of Employees, the Union and Employees affected shall be notified by the Employer as early as possible;
- 61.3.2 For the purposes of discussion the Employer shall provide to the Employees concerned relevant information about the changes, including the effect of the changes on Employees, provided the Employer shall not be required to disclose any information that is confidential and
- 61.3.3 In the context of discussions the Union and Employees are able to contribute to the decision making.
- 61.3.4 The PTA's Joint Consultative Committee (JCC) will operate consistent with the committee's established guidelines. The JCC will convene within 28 days of a written request and comprise senior officers from within the agency nominated by the Employer, Unions nominated representatives and agency Employee representatives elected by Employees.
- 61.4 The functions of JCC's will include:
- development and implementation of workload management tools for the PTA;
 - consultation on industrial issues;
 - review of fixed term and casual employment usage and
 - monitoring and review of changes to work organisation and/or work practices occurring in the workplace.
- 61.5 Matters not resolved through the JCC can be referred to the Dispute Settlement Procedure at Clause 63 of this Agreement.

62. TRAINING

- 62.1 Training may be delivered on or off-the-job.
- 62.2 Wherever possible, the Employer will ensure that the training is competency based and nationally recognised training with clearly defined programs and agreed performance standards.
- 62.3 Provided the Employer determines the training to be required, the Employer will meet all reasonable costs associated with the training.
- 62.4 Each Employee must be prepared to undertake training, refresher training and maintain the qualification necessary to carry out the Employee's role to the required standard.

PART 8 – DISPUTE SETTLEMENT PROCEDURE

63. DISPUTE SETTLEMENT PROCEDURE

- 63.1 Disputes arising under this Agreement or in the course of the employment of Employees covered by this Agreement shall be dealt with in accordance with this clause.

- 63.2 The matter shall first be discussed between the Employee and immediate supervisor or other appropriate Employee of the PTA, within three working days after the issue has arisen.
- 63.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant supervisor's manager and an attempt made to find a satisfactory solution, within a further three working days. A Union representative may accompany an Employee.
- 63.4 If the dispute is still not resolved, the Employee/s or Union representative may refer it to the CEO or their nominee.
- 63.5 Where the dispute cannot be resolved within five working days of the Employee/s or Union representatives referral of the dispute to the CEO or their nominee, either party may refer the matter to the WAIRC.
- 63.6 The period for resolving a dispute may be extended by agreement between the parties.
- 63.7 During the entire period of the dispute normal work shall continue as before the dispute unless the performance of the work would place at risk the health and safety of the Employees concerned.

PART 9 – REGISTERED ORGANISATION MATTERS

64. UNION FACILITIES FOR WORKPLACE DELEGATES

- 64.1 The Employer recognises Union delegates in the PTA and will allow them to carry out their role and functions.
- 64.2 Subject to prior approval, the Employer shall provide the Union delegates with the following:
- a) Paid time off from normal duties to perform their functions as a Union delegate such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the JCC and to attend Union business.
 - b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal PTA protocols.
 - c) Noticeboards for the display of Union materials including broadcast email facilities.
 - d) Paid access to periods of leave for the purpose of attending Union training courses. Country delegates will be provided with appropriate travel time.
 - e) Access to awards, agreements, policies and procedures.
 - f) Access to information on matters affecting Employees in accordance with Clause 61 – Consultation of this Agreement.
 - g) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.
- 64.3 The Employer recognises that it is paramount that Union delegates in the PTA are not threatened or disadvantaged in any way as a result of their role as a Union delegate.

64.4 The Employer shall provide the Union with time to discuss the benefits of Union membership with new Employees as part of the Employee's formal induction program

65. RIGHT OF ENTRY AND INSPECTION BY AUTHORISED REPRESENTATIVES

The parties shall act consistently with the terms of the Division 2 G – Right of Entry and Inspection by Authorised Representatives of the *Industrial Relations Act 1979*.

An authorised representative shall on notification to the Employer have the right to enter the Employer's premises during working hours, including meal breaks, for the purpose of discussing with relevant Employees who wish to participate in those discussions the legitimate business of the Association or for the purpose of investigating complaints concerning the application of this Agreement, but shall in no way unduly interfere with the work of Employees.

PART 10 - SUPERANNUATION

66. SUPERANNUATION

The Employer will make contributions on the Employee's behalf, as provided by the *Superannuation Guarantee (Administration) Act 1992* into a complying Superannuation fund or scheme.

PART 11 – SCHEDULES

SCHEDULE A – SALARY SCHEDULES – 37.5 HOUR WEEK – BASE, 1.3% LEAVE LOADING AND 1.9% LEAVE LOADING

The base annual salaries in the table below are the salaries set prior to calculating annualised leave loading applicable to all salaried Employees engaged on a 37.5 hour week with an entitlement to either 4 or 5 weeks annual leave per annum.

Levels	Current (2010) Base Salaries	Salary Increase 2011 15 April 2011 3.75%			Salary Increase 2012 13 April 2012 4.0%			Salary Increase 2013 12 April 2013 4.0%		
		Base Salary \$ pa	1.3% leave loading \$ pa (4 weeks annual leave)	1.9% leave loading \$ pa (5 weeks annual leave)	Base Salary \$ pa	1.3% leave loading \$ pa (4 weeks annual leave)	1.9% leave loading \$ pa (5 weeks annual leave)	Base Salary \$ pa	1.3% leave loading \$ pa (4 weeks annual leave)	1.9% leave loading \$ pa (5 weeks annual leave)
Level 1										
Under 17	\$19,804	\$20,547	\$20,814	\$20,937	\$21,369	\$21,646	\$21,775	\$22,223	\$22,512	\$22,645
17 years	\$23,651	\$24,538	\$24,857	\$25,004	\$25,519	\$25,851	\$26,004	\$26,540	\$26,885	\$27,044
18 years	\$27,496	\$28,527	\$28,898	\$29,069	\$29,668	\$30,054	\$30,232	\$30,855	\$31,256	\$31,441
19 years	\$31,342	\$32,517	\$32,940	\$33,135	\$33,818	\$34,258	\$34,461	\$35,171	\$35,628	\$35,839
20 years	\$35,187	\$36,507	\$36,981	\$37,200	\$37,967	\$38,460	\$38,688	\$39,485	\$39,999	\$40,236
21/2nd Year Adult Service	\$38,456	\$39,898	\$40,417	\$40,656	\$41,494	\$42,033	\$42,282	\$43,154	\$43,715	\$43,974
22/2nd Year Adult Service	\$39,690	\$41,178	\$41,714	\$41,961	\$42,826	\$43,382	\$43,639	\$44,539	\$45,118	\$45,385
23/3rd Year Adult Service	\$40,919	\$42,453	\$43,005	\$43,260	\$44,152	\$44,726	\$44,990	\$45,918	\$46,515	\$46,790
24/4th Year Adult Service	\$42,142	\$43,722	\$44,291	\$44,553	\$45,471	\$46,062	\$46,335	\$47,290	\$47,905	\$48,189
25/5th Year Adult Service	\$43,374	\$45,001	\$45,586	\$45,856	\$46,801	\$47,409	\$47,690	\$48,673	\$49,305	\$49,597
26/6th Year Adult Service	\$44,607	\$46,280	\$46,881	\$47,159	\$48,131	\$48,757	\$49,045	\$50,056	\$50,707	\$51,007
27/7th Year Adult	\$46,024	\$47,750	\$48,371	\$48,657	\$49,660	\$50,305	\$50,603	\$51,646	\$52,318	\$52,628

Service										
28/8th Year Adult Service	\$47,007	\$48,770	\$49,404	\$49,696	\$50,721	\$51,380	\$51,684	\$52,749	\$53,435	\$53,752
29/9th Year Adult Service	\$48,452	\$50,269	\$50,922	\$51,224	\$52,280	\$52,959	\$53,273	\$54,371	\$55,078	\$55,404
Level 2.1	\$50,188	\$52,070	\$52,747	\$53,059	\$54,153	\$54,857	\$55,182	\$56,319	\$57,051	\$57,389
2.2	\$51,518	\$53,450	\$54,145	\$54,465	\$55,588	\$56,311	\$56,644	\$57,811	\$58,563	\$58,910
2.3	\$52,915	\$54,899	\$55,613	\$55,942	\$57,095	\$57,838	\$58,180	\$59,379	\$60,151	\$60,507
2.4	\$54,391	\$56,431	\$57,164	\$57,503	\$58,688	\$59,451	\$59,803	\$61,035	\$61,829	\$62,195
2.5	\$55,938	\$58,036	\$58,790	\$59,138	\$60,357	\$61,142	\$61,504	\$62,771	\$63,587	\$63,964
Level 3.1	\$58,062	\$60,239	\$61,022	\$61,384	\$62,649	\$63,463	\$63,839	\$65,155	\$66,002	\$66,393
3.2	\$59,714	\$61,953	\$62,759	\$63,130	\$64,431	\$65,269	\$65,656	\$67,009	\$67,880	\$68,282
3.3	\$61,421	\$63,724	\$64,553	\$64,935	\$66,273	\$67,135	\$67,532	\$68,924	\$69,820	\$70,234
3.4	\$63,176	\$65,545	\$66,397	\$66,790	\$68,167	\$69,053	\$69,462	\$70,894	\$71,815	\$72,241
Level 4.1	\$65,577	\$68,036	\$68,921	\$69,329	\$70,758	\$71,677	\$72,102	\$73,588	\$74,545	\$74,986
4.2	\$67,457	\$69,987	\$70,896	\$71,316	\$72,786	\$73,732	\$74,169	\$75,698	\$76,682	\$77,136
4.3	\$69,395	\$71,997	\$72,933	\$73,365	\$74,877	\$75,851	\$76,300	\$77,872	\$78,885	\$79,352
Level 5.1	\$73,128	\$75,870	\$76,857	\$77,312	\$78,905	\$79,931	\$80,404	\$82,061	\$83,128	\$83,620
5.2	\$75,647	\$78,484	\$79,504	\$79,975	\$81,623	\$82,684	\$83,174	\$84,888	\$85,992	\$86,501
5.3	\$78,267	\$81,202	\$82,258	\$82,745	\$84,450	\$85,548	\$86,055	\$87,828	\$88,970	\$89,497
5.4	\$80,986	\$84,023	\$85,115	\$85,619	\$87,384	\$88,520	\$89,044	\$90,879	\$92,061	\$92,590
Level 6.1	\$85,357	\$88,558	\$89,709	\$90,240	\$92,100	\$93,298	\$93,811	\$95,784	\$97,029	\$97,495
6.2	\$88,325	\$91,637	\$92,828	\$93,348	\$95,303	\$96,542	\$97,013	\$99,115	\$100,403	\$100,826
6.3	\$91,406	\$94,834	\$96,067	\$96,545	\$98,627	\$99,909	\$100,338	\$102,572	\$103,906	\$104,283
6.4	\$94,687	\$98,238	\$99,515	\$99,949	\$102,167	\$103,495	\$103,878	\$106,254	\$107,623	\$107,965

Level 7.1	\$99,724	\$103,464	\$104,809	\$105,174	\$107,602	\$108,971	\$109,313	\$111,906	\$113,275	\$113,617
7.2	\$103,206	\$107,076	\$108,445	\$108,787	\$111,359	\$112,728	\$113,070	\$115,814	\$117,182	\$117,524
7.3	\$106,998	\$111,010	\$112,379	\$112,721	\$115,451	\$116,819	\$117,162	\$120,069	\$121,437	\$121,780
Level 8.1	\$113,159	\$117,402	\$118,771	\$119,113	\$122,099	\$123,467	\$123,809	\$126,983	\$128,351	\$128,693
8.2	\$117,569	\$121,978	\$123,346	\$123,689	\$126,857	\$128,226	\$128,568	\$131,931	\$133,300	\$133,642
8.3	\$123,044	\$127,658	\$129,027	\$129,369	\$132,764	\$134,133	\$134,475	\$138,075	\$139,444	\$139,786
Level 9.1	\$129,878	\$134,748	\$136,117	\$136,459	\$140,138	\$141,507	\$141,849	\$145,744	\$147,112	\$147,455
9.2	\$134,492	\$139,535	\$140,904	\$141,246	\$145,117	\$146,485	\$146,828	\$150,922	\$152,290	\$152,632
9.3	\$139,760	\$145,001	\$146,370	\$146,712	\$150,801	\$152,170	\$152,512	\$156,833	\$158,202	\$158,544
Class 1	\$147,723	\$153,263	\$154,631	\$154,973	\$159,393	\$160,762	\$161,104	\$165,769	\$167,137	\$167,480
Class 2	\$155,691	\$161,529	\$162,898	\$163,240	\$167,991	\$169,359	\$169,701	\$174,710	\$176,079	\$176,421
Class 3	\$163,651	\$169,788	\$171,157	\$171,499	\$176,579	\$177,948	\$178,290	\$183,643	\$185,011	\$185,353
Class 4	\$171,996	\$178,446	\$179,814	\$180,157	\$185,584	\$186,952	\$187,294	\$193,007	\$194,376	\$194,718

SCHEDULE B – SALARY SCHEDULES – 40 HOUR WEEK – BASE, 1.3% LEAVE LOADING AND 1.9% LEAVE LOADING

The base annual salaries in the table below are the salaries set prior to calculating annualised leave loading applicable to all salaried Employees engaged on a 40 hour week with an entitlement to either 4 or 5 weeks annual leave per annum.

Levels	Current (2010) Base Salaries 37.5 Hours	Current (2010) Base Salaries 37.5 Hours as 40 Hour Rate	Salary Increase 2011 15 April 2011 3.75%			Salary Increase 2012 13 April 2012 4.0%			Salary Increase 2013 12 April 2013 4.0%		
			Base Salary \$ pa	1.3% leave loading \$ pa (4 weeks annual leave)	1.9% leave loading \$ pa (5 weeks annual leave)	Base Salary \$ pa	1.3% leave loading \$ pa (4 weeks annual leave)	1.9% leave loading \$ pa (5 weeks annual leave)	Base Salary \$ pa	1.3% leave loading \$ pa (4 weeks annual leave)	1.9% leave loading \$ pa (5 weeks annual leave)
Level 1											
Under 17	\$19,804	\$21,124	\$21,916	\$22,201	\$22,333	\$22,793	\$23,089	\$23,226	\$23,705	\$24,013	\$24,155
17 years	\$23,651	\$25,228	\$26,174	\$26,514	\$26,671	\$27,221	\$27,575	\$27,738	\$28,310	\$28,678	\$28,847
18 years	\$27,496	\$29,329	\$30,429	\$30,824	\$31,007	\$31,646	\$32,057	\$32,247	\$32,912	\$33,340	\$33,537
19 years	\$31,342	\$33,431	\$34,685	\$35,136	\$35,344	\$36,073	\$36,541	\$36,758	\$37,515	\$38,003	\$38,228
20 years	\$35,187	\$37,533	\$38,940	\$39,447	\$39,680	\$40,498	\$41,024	\$41,267	\$42,118	\$42,665	\$42,918
21/2nd Year Adult Service	\$38,456	\$41,020	\$42,558	\$43,111	\$43,367	\$44,260	\$44,836	\$45,101	\$46,031	\$46,629	\$46,905
22/2nd Year Adult Service	\$39,690	\$42,336	\$43,924	\$44,495	\$44,758	\$45,681	\$46,274	\$46,548	\$47,508	\$48,125	\$48,410
23/3rd Year Adult Service	\$40,919	\$43,647	\$45,284	\$45,872	\$46,144	\$47,095	\$47,707	\$47,990	\$48,979	\$49,616	\$49,909
24/4th Year Adult Service	\$42,142	\$44,951	\$46,637	\$47,243	\$47,523	\$48,503	\$49,133	\$49,424	\$50,443	\$51,098	\$51,401
25/5th Year Adult Service	\$43,374	\$46,266	\$48,001	\$48,625	\$48,913	\$49,921	\$50,570	\$50,869	\$51,917	\$52,592	\$52,904
26/6th Year Adult Service	\$44,607	\$47,581	\$49,365	\$50,007	\$50,303	\$51,340	\$52,007	\$52,315	\$53,393	\$54,087	\$54,408

27/7th Year Adult Service	\$46,024	\$49,092	\$50,933	\$51,595	\$51,901	\$52,971	\$53,659	\$53,977	\$55,089	\$55,806	\$56,136
28/8th Year Adult Service	\$47,007	\$50,141	\$52,021	\$52,697	\$53,009	\$54,102	\$54,805	\$55,130	\$56,266	\$56,997	\$57,335
29/9th Year Adult Service	\$48,452	\$51,682	\$53,620	\$54,317	\$54,639	\$55,765	\$56,490	\$56,825	\$57,996	\$58,750	\$59,098
Level 2.1	\$50,188	\$53,534	\$55,541	\$56,263	\$56,597	\$57,763	\$58,514	\$58,861	\$60,074	\$60,855	\$61,215
2.2	\$51,518	\$54,953	\$57,013	\$57,754	\$58,097	\$59,294	\$60,065	\$60,420	\$61,666	\$62,467	\$62,837
2.3	\$52,915	\$56,443	\$58,559	\$59,321	\$59,672	\$60,902	\$61,693	\$62,059	\$63,338	\$64,161	\$64,541
2.4	\$54,391	\$58,017	\$60,193	\$60,975	\$61,336	\$62,600	\$63,414	\$63,790	\$65,104	\$65,951	\$66,341
2.5	\$55,938	\$59,667	\$61,905	\$62,709	\$63,081	\$64,381	\$65,218	\$65,604	\$66,956	\$67,827	\$68,228
Level 3.1	\$58,062	\$61,933	\$64,255	\$65,091	\$65,476	\$66,825	\$67,694	\$68,095	\$69,499	\$70,402	\$70,819
3.2	\$59,714	\$63,695	\$66,083	\$66,943	\$67,339	\$68,727	\$69,620	\$70,033	\$71,476	\$72,405	\$72,834
3.3	\$61,421	\$65,516	\$67,973	\$68,856	\$69,264	\$70,691	\$71,610	\$72,035	\$73,519	\$74,475	\$74,916
3.4	\$63,176	\$67,388	\$69,915	\$70,824	\$71,243	\$72,711	\$73,657	\$74,093	\$75,620	\$76,603	\$77,057
Level 4.1	\$65,577	\$69,949	\$72,572	\$73,515	\$73,951	\$75,475	\$76,456	\$76,909	\$78,494	\$79,514	\$79,985
4.2	\$67,457	\$71,954	\$74,652	\$75,623	\$76,071	\$77,639	\$78,648	\$79,114	\$80,744	\$81,794	\$82,278
4.3	\$69,395	\$74,021	\$76,797	\$77,795	\$78,256	\$79,869	\$80,907	\$81,387	\$83,064	\$84,144	\$84,642
Level 5.1	\$73,128	\$78,003	\$80,928	\$81,980	\$82,466	\$84,165	\$85,260	\$85,765	\$87,532	\$88,670	\$89,195
5.2	\$75,647	\$80,690	\$83,716	\$84,804	\$85,307	\$87,065	\$88,196	\$88,719	\$90,547	\$91,724	\$92,268
5.3	\$78,267	\$83,485	\$86,615	\$87,741	\$88,261	\$90,080	\$91,251	\$91,791	\$93,683	\$94,901	\$95,463
5.4	\$80,986	\$86,385	\$89,625	\$90,790	\$91,327	\$93,209	\$94,421	\$94,920	\$96,938	\$98,198	\$98,780
Level 6.1	\$85,357	\$91,047	\$94,462	\$95,690	\$96,173	\$98,240	\$99,517	\$99,951	\$102,170	\$103,498	\$104,111
6.2	\$88,325	\$94,213	\$97,746	\$99,017	\$99,457	\$101,656	\$102,978	\$103,367	\$105,722	\$107,091	\$107,731
6.3	\$91,406	\$97,500	\$101,156	\$102,471	\$102,867	\$105,202	\$106,570	\$106,913	\$109,410	\$110,779	\$111,489

6.4	\$94,687	\$100,999	\$104,787	\$106,149	\$106,498	\$108,978	\$110,347	\$110,689	\$113,338	\$114,706	\$115,491
Level 7.1	\$99,724	\$106,372	\$110,361	\$111,730	\$112,072	\$114,776	\$116,144	\$116,486	\$119,367	\$120,735	\$121,635
7.2	\$103,206	\$110,086	\$114,215	\$115,583	\$115,925	\$118,783	\$120,152	\$120,494	\$123,535	\$124,903	\$125,882
7.3	\$106,998	\$114,131	\$118,411	\$119,780	\$120,122	\$123,148	\$124,516	\$124,858	\$128,073	\$129,442	\$130,507
Level 8.1	\$113,159	\$120,703	\$125,229	\$126,598	\$126,940	\$130,238	\$131,607	\$131,949	\$135,448	\$136,817	\$138,022
8.2	\$117,569	\$125,407	\$130,110	\$131,478	\$131,820	\$135,314	\$136,683	\$137,025	\$140,727	\$142,095	\$143,400
8.3	\$123,044	\$131,247	\$136,169	\$137,537	\$137,879	\$141,615	\$142,984	\$143,326	\$147,280	\$148,649	\$150,078
Level 9.1	\$129,878	\$138,537	\$143,732	\$145,100	\$145,442	\$149,481	\$150,850	\$151,192	\$155,460	\$156,829	\$158,414
9.2	\$134,492	\$143,458	\$148,838	\$150,206	\$150,549	\$154,791	\$156,160	\$156,502	\$160,983	\$162,352	\$164,042
9.3	\$139,760	\$149,077	\$154,668	\$156,036	\$156,379	\$160,854	\$162,223	\$162,565	\$167,289	\$168,657	\$170,467
Class 1	\$147,723	\$157,571	\$163,480	\$164,849	\$165,191	\$170,019	\$171,388	\$171,730	\$176,820	\$178,189	\$178,531
Class 2	\$155,691	\$166,070	\$172,298	\$173,667	\$174,009	\$179,190	\$180,559	\$180,901	\$186,358	\$187,726	\$188,068
Class 3	\$163,651	\$174,561	\$181,107	\$182,476	\$182,818	\$188,351	\$189,720	\$190,062	\$195,885	\$197,254	\$197,596
Class 4	\$171,996	\$183,462	\$190,342	\$191,711	\$192,053	\$197,956	\$199,325	\$199,667	\$205,874	\$207,243	\$207,585

SCHEDULE C – SALARY SCHEDULES – CASUALS, TRAINEESHIPS AND GRADUATES

CASUALS

Levels	Current (2010) Base Salaries for 37.5 hour week	Current (2010) Base Salaries for 75 hour fortnight	Current (2010) Base Salaries for hourly rate	Salary Increase 2011 15 April 2011 3.75%		Salary Increase 2012 13 April 2012 4.0%		Salary Increase 2013 12 April 2013 4.0%	
				Base Hourly Rate \$	Casual Hourly Rate inc 20% Loading	Base Hourly Rate \$	Casual Hourly Rate inc 20% Loading	Base Hourly Rate \$	Casual Hourly Rate inc 20% Loading
Level 1									
Under 17	\$19,804	\$759.26	\$10.12	\$10.50	\$12.60	\$10.92	\$13.11	\$11.36	\$13.63
17 years	\$23,651	\$906.75	\$12.09	\$12.54	\$15.05	\$13.05	\$15.65	\$13.57	\$16.28
18 years	\$27,496	\$1,054.16	\$14.06	\$14.58	\$17.50	\$15.17	\$18.20	\$15.77	\$18.93
19 years	\$31,342	\$1,201.61	\$16.02	\$16.62	\$19.95	\$17.29	\$20.74	\$17.98	\$21.57
20 years	\$35,187	\$1,349.02	\$17.99	\$18.66	\$22.39	\$19.41	\$23.29	\$20.18	\$24.22
21/2nd Year Adult Service	\$38,456	\$1,474.35	\$19.66	\$20.40	\$24.47	\$21.21	\$25.45	\$22.06	\$26.47
22/2nd Year Adult Service	\$39,690	\$1,521.66	\$20.29	\$21.05	\$25.26	\$21.89	\$26.27	\$22.77	\$27.32
23/3rd Year Adult Service	\$40,919	\$1,568.78	\$20.92	\$21.70	\$26.04	\$22.57	\$27.08	\$23.47	\$28.17
24/4th Year Adult Service	\$42,142	\$1,615.67	\$21.54	\$22.35	\$26.82	\$23.24	\$27.89	\$24.17	\$29.01
25/5th Year Adult Service	\$43,374	\$1,662.90	\$22.17	\$23.00	\$27.60	\$23.92	\$28.71	\$24.88	\$29.86
26/6th Year Adult Service	\$44,607	\$1,710.17	\$22.80	\$23.66	\$28.39	\$24.60	\$29.52	\$25.59	\$30.71
27/7th Year Adult Service	\$46,024	\$1,764.50	\$23.53	\$24.41	\$29.29	\$25.39	\$30.46	\$26.40	\$31.68
28/8th Year Adult Service	\$47,007	\$1,802.19	\$24.03	\$24.93	\$29.92	\$25.93	\$31.11	\$26.96	\$32.36
29/9th Year Adult Service	\$48,452	\$1,857.58	\$24.77	\$25.70	\$30.84	\$26.72	\$32.07	\$27.79	\$33.35
Level 2.1	\$50,188	\$1,924.14	\$25.66	\$26.62	\$31.94	\$27.68	\$33.22	\$28.79	\$34.55
2.2	\$51,518	\$1,975.13	\$26.34	\$27.32	\$32.79	\$28.42	\$34.10	\$29.55	\$35.46
2.3	\$52,915	\$2,028.69	\$27.05	\$28.06	\$33.68	\$29.19	\$35.02	\$30.35	\$36.42
2.4	\$54,391	\$2,085.28	\$27.80	\$28.85	\$34.62	\$30.00	\$36.00	\$31.20	\$37.44
2.5	\$55,938	\$2,144.59	\$28.59	\$29.67	\$35.60	\$30.85	\$37.02	\$32.09	\$38.51

TRAINEESHIPS**JUNIOR TRAINEE WEEKLY RATES OF PAY
FULL-TIME TRAINEES (37.5 HOURS PER WEEK)**

	Highest year of schooling completed		
Wage Level A	Year 10	Year 11	Year 12
School Leaver	\$256.00	\$282.00	\$336.00
Plus 1 year out of school	\$282.00	\$336.00	\$391.00
Plus 2 years	\$336.00	\$391.00	\$455.00
Plus 3 years	\$391.00	\$455.00	\$521.00
Plus 4 years	\$455.00	\$521.00	
Plus 5 years or more years	\$521.00		
Wage Level B	Year 10	Year 11	Year 12
School Leaver	\$256.00	\$282.00	\$327.00
Plus 1 year out of school	\$282.00	\$327.00	\$376.00
Plus 2 years	\$327.00	\$376.00	\$441.00
Plus 3 years	\$376.00	\$441.00	\$503.00
Plus 4 years	\$441.00	\$503.00	
Plus 5 years or more years	\$503.00		
Wage Level C	Year 10	Year 11	Year 12
School Leaver	\$256.00	\$282.00	\$327.00
Plus 1 year out of school	\$282.00	\$327.00	\$368.00
Plus 2 years	\$327.00	\$368.00	\$411.00
Plus 3 years	\$368.00	\$411.00	\$458.00
Plus 4 years	\$411.00	\$458.00	
Plus 5 years or more years	\$458.00		

AUSTRALIAN QUALIFICATIONS FRAMEWORK (AQF) CERTIFICATE IV TRAINEES

Junior Trainees undertaking an AQF Certificate IV Traineeship shall be paid the relevant weekly wage for AQF Certificate III Trainees at wage levels A, B or C, with an additional 3.8% loading on the applicable wage level.

PART-TIME TRAINEES (PER HOUR)

Wage Level A	Highest year of schooling completed		
	Year 10	Year 11	Year 12
School Leaver	\$6.83	\$7.52	\$8.96
Plus 1 year out of school	\$7.52	\$8.96	\$10.43
Plus 2 years	\$8.96	\$10.43	\$12.13
Plus 3 years	\$10.43	\$12.13	\$13.89
Plus 4 years	\$12.13	\$13.89	
Plus 5 years or more years	\$13.89		
Wage Level B	Year 10	Year 11	Year 12
School Leaver	\$6.83	\$7.52	\$8.72
Plus 1 year out of school	\$7.52	\$8.72	\$10.03
Plus 2 years	\$8.72	\$10.03	\$11.76
Plus 3 years	\$10.03	\$11.76	\$13.41
Plus 4 years	\$11.76	\$13.41	
Plus 5 years or more years	\$13.41		
Wage Level C	Year 10	Year 11	Year 12
School Leaver	\$6.83	\$7.52	\$8.72
Plus 1 year out of school	\$7.52	\$8.72	\$9.81
Plus 2 years	\$8.72	\$9.81	\$10.96
Plus 3 years	\$9.81	\$10.96	\$12.21
Plus 4 years	\$10.96	\$12.21	
Plus 5 years or more years	\$12.21		

SCHOOL BASED TRAINEES (PER HOUR)

	Year of Schooling	
	Year 11	Year 12
Hourly rate of pay	\$8.42	\$9.28

FULL-TIME ADULT TRAINEES (WEEKLY)

A full time adult Trainee aged 21 or more years of age is entitled to **\$587.20** per week, as per the *Minimum Conditions of Employment Act 1993*

GRADUATES

37.5 Hour Week

Levels	Current (2010) Base Salaries	Salary Increase 2011 15 April 2011 3.75%			Salary Increase 2012 13 April 2012 4.0%			Salary Increase 2013 12 April 2013 4.0%		
		Base Salary \$ pa	1.3% leave loading \$ pa (4 weeks annual leave)	1.9% leave loading \$ pa (5 weeks annual leave)	Base Salary \$ pa	1.3% leave loading \$ pa (4 weeks annual leave)	1.9% leave loading \$ pa (5 weeks annual leave)	Base Salary \$ pa	1.3% leave loading \$ pa (4 weeks annual leave)	1.9% leave loading \$ pa (5 weeks annual leave)
Undergraduate	\$42,660	\$44,260	\$44,835	\$45,100	\$46,030	\$46,628	\$46,905	\$47,871	\$48,493	\$48,781
Graduate 2/4.1	\$50,188	\$52,070	\$52,747	\$53,059	\$54,153	\$54,857	\$55,182	\$56,319	\$57,051	\$57,389
Graduate 2/4.2	\$52,915	\$54,899	\$55,613	\$55,942	\$57,095	\$57,838	\$58,180	\$59,379	\$60,151	\$60,507
Graduate 2/4.3	\$55,938	\$58,036	\$58,790	\$59,138	\$60,357	\$61,142	\$61,504	\$62,771	\$63,587	\$63,964
Graduate 2/4.4	\$59,714	\$61,953	\$62,759	\$63,130	\$64,431	\$65,269	\$65,656	\$67,009	\$67,880	\$68,282
Graduate 2/4.5	\$65,577	\$68,036	\$68,921	\$69,329	\$70,758	\$71,677	\$72,102	\$73,588	\$74,545	\$74,986
Graduate 2/4.5	\$69,395	\$71,997	\$72,933	\$73,365	\$74,877	\$75,851	\$76,300	\$77,872	\$78,885	\$79,352

40 Hour Week

Levels	Current (2010) Base Salaries 37.5 Hours	Current (2010) Base Salaries 37.5 Hours as 40 Hour Rate	Salary Increase 2011 15 April 2011 3.75%			Salary Increase 2012 13 April 2012 4.0%			Salary Increase 2013 12 April 2013 4.0%		
			Base Salary \$ pa	1.3% leave loading \$ pa (4 weeks annual leave)	1.9% leave loading \$ pa (5 weeks annual leave)	Base Salary \$ pa	1.3% leave loading \$ pa (4 weeks annual leave)	1.9% leave loading \$ pa (5 weeks annual leave)	Base Salary \$ pa	1.3% leave loading \$ pa (4 weeks annual leave)	1.9% leave loading \$ pa (5 weeks annual leave)
Undergraduate	\$42,660	\$45,504	\$47,210	\$47,824	\$48,107	\$49,099	\$49,737	\$50,032	\$51,063	\$51,727	\$52,033
Graduate 2/4.1	\$50,188	\$53,534	\$55,541	\$56,263	\$56,597	\$57,763	\$58,514	\$58,861	\$60,074	\$60,855	\$61,215
Graduate 2/4.2	\$52,915	\$56,443	\$58,559	\$59,321	\$59,672	\$60,902	\$61,693	\$62,059	\$63,338	\$64,161	\$64,541
Graduate 2/4.3	\$55,938	\$59,667	\$61,905	\$62,709	\$63,081	\$64,381	\$65,218	\$65,604	\$66,956	\$67,827	\$68,228
Graduate 2/4.4	\$59,714	\$63,695	\$66,083	\$66,943	\$67,339	\$68,727	\$69,620	\$70,033	\$71,476	\$72,405	\$72,834
Graduate 2/4.5	\$69,395	\$74,021	\$76,797	\$77,795	\$78,256	\$79,869	\$80,907	\$81,387	\$83,064	\$84,144	\$84,642
Graduate 2/4.5	\$65,577	\$69,949	\$72,572	\$73,515	\$73,951	\$75,475	\$76,456	\$76,909	\$78,494	\$79,514	\$79,985

SCHEDULE D – SIGNATURES OF PARTIES

..... Date

Reece Waldock
Chief Executive Officer
Public Transport Authority of Western

..... Date

Pat Branson
Assistant Branch Secretary
Western Australian Municipal, Administrative, Clerical and Services Union of Employees

..... Date

Rebecca Sinton
Director
Association of Professional Engineers, Australia (Western Australian Branch) Organisation of
Employees