DENTAL HEALTH SERVICES - DENTAL OFFICERS - CSA INDUSTRIAL AGREEMENT 2024

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	NORTH METROPOLITAN HEALTH SERVICE ESTABLISHED PURSUANT TO SECTION 32(1)(B) OF THE HEALTH SERVICES ACT 2016 (WA) **APPLICANT** **-v-** CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA INCORPORATED **RESPONDENT**
CORAM	COMMISSIONER T EMMANUEL
DATE	MONDAY, 16 NOVEMBER 2026
FILE NO/S	AG 30 OF 2026
CITATION NO.	2026 WAIRC 01007

Result	Agreement registered
Representation	
Applicant	Ms C Pickering (as agent)
Respondent	Ms S Zuvelek (as agent)

Order

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

AND WHEREAS the parties identified a number of minor typographical errors in the agreement, and on 11 November 2026 the parties filed a replacement agreement that they ask the Commission to register;

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

AND WHEREAS the parties have consented to the Commission registering this agreement on the papers;

AND HAVING heard from Ms C Pickering (as agent) on behalf of the applicant and Ms S Zuvelek (as agent) on behalf of the respondent;

NOW THEREFORE the Commission, pursuant to the powers conferred under the *Industrial Relations Act* 1979 (WA), orders –

> THAT the agreement made between the parties filed in the Registry on 11 November 2026 entitled *Dental Health Services - Dental Officers - CSA Industrial Agreement 2024* and attached to this order be registered as an industrial agreement in replacement of the *Dental Health Services – Dental Officers – CSA Industrial Agreement 2022* which by operation of s 48(1) is cancelled.

L.S. (Sgd.) T. EMMANUEL

COMMISSIONER T EMMANUEL

DENTAL HEALTH SERVICES – DENTAL OFFICERS – CSA INDUSTRIAL AGREEMENT 2024

PART 1 – APPLICATION OF THE AGREEMENT

1. TITLE

This Agreement will be known as the Dental Health Services - Dental Officers - CSA Industrial Agreement 2024.

2. ARRANGEMENT

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3. DEFINITIONS

3.1 For the purposes of this Agreement the following definitions will apply:

(a) "Agreement" means the Dental Health Services - Dental Officers - CSA Industrial Agreement 2024.

(b) "Award" means the *Government Officers Salaries, Allowances and Conditions Award 1989*.

(c) "Casual Employee" means an Employee engaged by the hour for a period not exceeding one calendar month in any period of engagement, or any Employee employed as a casual on an hourly rate of pay by agreement between the Union and the Employer.

(d) "Child" and "grandchild" includes children of a multiple birth or adoption.

(e) "Employee" means a Dental Officer who is a registered primary healthcare professional that provides routine and advanced levels of care for the purpose of preventing, diagnosing and treating diseases, injuries and malformations of the teeth, gums, jaws and mouth.

(f) "Employer" means the Employer as defined in subclause 4.2 of this Agreement.

(g) "Fixed Term Employee" means an Employee who is employed on a full-time or part-time basis on a contract of service of specified duration.

(h) "Headquarters" means the place in which the principal work of an Employee is carried out, as defined by the Employer.

(i) "Metropolitan area" means that area within a radius of 50 kilometres from the Perth city railway station.

(j) "Partner" means spouse or a de facto partner.

(k) "Part-time employment" means regular and continuing employment of less than 38 hours per week.

(l) "Redeployment period" means the redeployment period as defined by regulation 28 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA).

(m) "Regional Employee" means any Employee other than one whose assigned Headquarters are within the metropolitan area as defined by the Award.

(n) "Registered Employee" means a registered Employee as defined by section 94(1A) of the *Public Sector Management Act 1994* (WA).

(o) "Registrable Employee" means a registrable Employee as defined by section 91(1A) of the *Public Sector Management Act 1994* (WA).

(p) "Replacement Employee" means an Employee specifically engaged to replace an Employee proceeding on Parental Leave.

(q) "Suitability" means suitable office, post or position or suitable employment as defined by section 94(6) of the *Public Sector Management Act 1994* (WA) as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA).

(r) "Suitable office, post or position", and "Suitable employment" have the meaning given in section 94(6) of the *Public Sector Management Act 1994* (WA) as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA).

(s) "Surplus Employee" means either a Registrable Employee or a Registered Employee.

(t) "Suspend" means to suspend the continuance of an Employee's Redeployment period in accordance with regulation 29 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA).

(u) "System Manager" has the same meaning as that defined in subsection 19(2) of the *Health Services Act 2016* (WA).

(v) "Union" means the Civil Service Association of Western Australia Incorporated.

(w) "WAIRC" means the Western Australian Industrial Relations Commission.

(x) "WA Public Sector" means

(i) all agencies, ministerial offices and non-SES organisations as defined in section 3 of the *Public Sector Management Act 1994* (WA); and

(ii) employing authorities as defined in section 5 of the *Public Sector Management Act 1994* (WA).

4. APPLICATION AND PARTIES BOUND

4.1 This Agreement applies throughout the State of Western Australia to Employees employed in the classifications prescribed in Schedule 2 – Salaries within Dental Health Services as constituted at the date of registration of this Agreement who are members of, or eligible to be members of, the Union.

4.2 The Employer party to and bound by this Agreement is the North Metropolitan Health Service established pursuant to section 32(1)(b) of the *Health Services Act 2016* (WA).

4.3 The Union party to and bound by this Agreement is the Civil Service Association of Western Australia Incorporated.

4.4 The estimated number of Employees bound by this Agreement at the time of registration is 148.

4.5 This Agreement cancels and replaces the Dental Health Services – Dental Officers – CSA Industrial Agreement 2022.

4.6 This Agreement is comprehensive and it applies to the exclusion of the Public Sector CSA Agreement 2024 or its replacement.

4.7 Where the provisions of the Award and this Agreement are inconsistent, this Agreement will prevail.

5. TERMS OF AGREEMENT

5.1 This Agreement will operate from the date of registration and will expire on 30 June 2027.

5.2 The parties to this Agreement agree to open negotiations for a replacement Agreement at least three (3) months prior to the expiry of this Agreement.

6. NO FURTHER CLAIMS

6.1 The parties to this Agreement undertake that for the term of this Agreement there will be no salary increases sought or granted other than those provided under the terms of this Agreement.

6.2 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.

PART 2 – SALARY RELATED MATTERS

7. SALARIES

7.1 The annual salaries provided for by this Agreement are contained in Schedule 2 – Salaries of this Agreement.

7.2 An Employee who resigns or retires or whose employment is otherwise terminated prior to the registration of this Agreement is not entitled to the payment of salaries provided for in subclause 7.1.

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

7.4 An Employee's salary will be paid:

(a) fortnightly but where the usual day falls on a Public Holiday payment will be made on the previous working day;

(b) calculated to four decimal points;

(c) rounded to the nearest one cent;

(d) by direct funds transfer to the credit of an account nominated by the Employee at a bank, building society or credit union approved by the Under Treasurer.

(e) provided that where such form of payment at paragraph (d) is impracticable or where some exceptional circumstances exist, and by agreement between the Employer and the Union, payment may be made by cheque.

7.5 The fortnightly rate will be calculated by dividing the annual salary by 313 and multiplying the result by 12 for the fortnightly amount.

7.6 The hourly rate will be calculated as one seventy-sixth of the fortnight's salary.

7.7 The hourly rate referred to in subclause 7.6 will only be applied to an average of no more than 38 hours per week worked as ordinary hours.

8. SALARY PACKAGING

8.1 For the purposes of this Agreement, salary packaging will mean an arrangement whereby the salary or salary benefit arising under a contract of employment is reduced, with another or other benefits to the value of the replaced salary being substituted and due to the Employee.

8.2 An Employee may, by agreement with the Employer, enter into a salary packaging arrangement.

8.3 The Employer will not unreasonably withhold agreement to salary packaging on request from an Employee.

8.4 The Employer will not require an Employee to enter into a salary packaging arrangement, provided that this clause will not impinge on any additional Employer provided benefits.

8.5 A salary packaging arrangement will be formulated and operate on the basis that, on balance, there will be no material disadvantage of the Employee concerned, and will be cost neutral in relation to the total employment cost to the Employer.

8.6 A salary packaging arrangement must comply with relevant taxation laws and the Employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the Employee.

8.7 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 will be borne by the Employee.

8.8 An Employee may elect to cancel any salary packaging arrangement by giving a minimum of four (4) weeks' notice.

8.9 The Employer may elect to cancel any salary packaging arrangement by giving a minimum of four (4) weeks' notice if the Employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the Employer cannot retrospectively cancel any salary packaging arrangement.

8.10 Notwithstanding subclauses 8.8 and 8.9, the Employer and the Employee may agree to forgo the notice period.

8.11 The cancellation of salary packaging will not cancel or otherwise effect the operation of this Agreement.

8.12 For the purposes of this provision, any penalty rate, loading or other salary related allowances which would ordinarily be calculated on the basis of the salary rates expressed in Schedule 2 – Salaries, will continue to be so calculated despite an election to participate in any salary packaging arrangement.

8.13 For the purposes of this provision, Employer contributions to a complying superannuation fund will be made on the basis of pre-packaging salary rates. To avoid doubt, Employer contributions will not be reduced as a result of an Employee participating in salary packaging pursuant to this provision.

8.14 The Employer may at any time vary the range of benefits provided or the conditions under which benefits are provided, however the Employer will not differentiate between different class of Employees across the WA health system in terms or range of benefits or the conditions under which benefits are provided.

8.15 If an Employee is found to have committed misconduct in the claiming of a salary packaging benefit, without limiting any other action the Employer may take in respect of the misconduct, the Employer is entitled to prospectively cease to provide some or all salary packing benefits either indefinitely or for any period determined by the Employer.

9. RECOVERY OF UNDERPAYMENTS

9.1 Where an Employee is underpaid in any manner:

(a) the Employer will, once the Employer is aware of the underpayment, rectify the error as soon as practicable;

(b) where possible the underpayment will be rectified no later than in the pay period immediately following the date on which the Employer is aware that an underpayment has occurred; and

(c) where an Employee can demonstrate that an underpayment has created serious financial hardship, the Employee will be paid by way of a special payment as soon as practicable.

9.2 The Employer will compensate an Employee for costs resulting directly from an underpayment, where it is proven that the costs resulted directly from the underpayment. This includes compensation for overdraft fees, dishonoured cheque costs and dishonour fees related to routine deductions from a bank account into which an Employee's salary is paid.

9.3 Nothing in this clause will be taken as precluding the Employee's legal right to pursue recovery of underpayments.

10. RECOVERY OF OVERPAYMENTS

10.1 The Employer has an obligation under the *Financial Management Act 2006* (WA) to account for public monies. This requires the Employer to recover overpayments made to an Employee.

10.2 Any overpayment will be repaid to the Employer within a reasonable period of time.

10.3 Where an overpayment is identified and proven, the Employer will provide the Employee with the written details of the overpayment and notify the Employee of their intent to recover the overpayment.

10.4 Where the Employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the Employer and Employee.

10.5 If agreement on a repayment schedule cannot be reached within a reasonable period of time, the Employer may deduct the amount of the overpayment over the same period of time that the overpayment occurred provided:

(a) the Employer may not deduct or require an Employee to repay an amount exceeding 10% of the Employee's net pay in any one pay period without the Employee's agreement; and

(b) where necessary, the Employer may deduct money over a period of time greater than the period of time over which the overpayment occurred.

10.6 If the Employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with Clause 78 – Dispute Settlement Procedure. No deductions relating to the overpayment will be made from the Employee's pay while the matter is being dealt with in accordance with the Dispute Settlement Procedure.

10.7 Nothing in this clause will be taken as precluding the Employer's legal right to pursue recovery of overpayments.

10.8 Where the Employer alters the pay cycle or pay day, any consequential variations to an Employee's fortnightly salary and/or payments to compensate will not be considered an overpayment for the purposes of this clause.

11 ANNUAL INCREMENTS

11.1 Employees will proceed to the maximum of their salary range by annual increments, after 12 months' continuous service at each increment point, unless there is an adverse report on the Employee's performance or conduct which recommends the non-payment of an annual increment.

11.2 The following process will apply where a report on an Employee's performance or conduct recommends the non-payment of an annual increment:

(a) The Employee will be shown the report prior to completing 12 months' continuous service since their last incremental advance.

(b) The Employee will be provided with an opportunity to comment in writing.

(c) The Employee's comments will be considered immediately by the Employer and a decision made as to whether to approve the payment of the increment or withhold payment for a specific period.

(d) Where the increment is withheld, the Employer before the expiry of the specified period will complete a further report and the above provisions will apply.

11.3 The non-payment of an increment will not change the normal anniversary date of any further increment payments.

11.4 For the purposes of this clause, continuous service will not include any period:

(a) exceeding 14 calendar days during which an Employee is absent on leave without pay. In the case of leave without pay which exceeds 14 calendar days the entire period of such leave without pay is excised in full;

(b) which exceeds six (6) months in one continuous period during which an Employee is absent on workers' compensation. Provided that only that portion of such continuous absence which exceeds six (6) months will not count as continuous service; and

(c) which exceeds three (3) months in one continuous period during which an Employee is absent on sick leave without pay. Provided that only that portion of such continuous absence which exceeds three (3) months will not count as continuous service.

PART 3 – CONTRACT OF EMPLOYMENT

12. CERTIFICATE OF SERVICE

12.1 On request, the Employer will issue a Certificate of Service containing full information as to the period of service, and nature of duties performed by the Employee on redundancy, retirement, resignation or where contracts of service expire through the effluxion of time.

13. CONTRACT OF SERVICE

13.1 Probation

Every Employee appointed to the employ of the Employer will be on probation for a period not exceeding six (6) months, unless otherwise determined by the Employer. However, Employees appointed from the WA Public Sector who have at least six (6) months' continuous satisfactory service immediately prior to their permanent appointment will not be required to serve a probationary period.

13.2 At any time during the period of probation the Employer may annul the appointment and terminate the services of the Employee by the giving of one (1) week's notice by either party or payment in lieu thereof, by either party.

13.3 As soon as possible following the expiry of the period of probation the Employer will:

(a) confirm the appointment; or

(b) extend the period of probation for up to six (6) months; or

(c) allow the probationary employment to lapse.

13.4 Where the Employer extends the period of probationary employment the contract of employment may be terminated as set out in subclause 13.2.

13.5 The Employer may summarily dismiss an Employee deemed guilty of gross misconduct or neglect of duty and the Employee will not be entitled to any notice or payment in lieu of notice.

13.6 Termination

(a) No Employee will leave the employ of the Employer until the expiration of one (1) month's written notice of the Employee's intention to do so, without the approval of the Employer. An Employee who fails to give the required notice will forfeit a sum of $500.00. Such monies may be withheld from monies due on termination.

(b) One (1) month's written notice will be given by the Employer to an Employee whose services are no longer required. Provided that the Employer may pay the Employee one month's salary in lieu of the said notice.

(c) The period of written notice under subclause (b) of this clause, will be increased by one (1) week, for an Employee who, at the end of the day the notice is given, is over 45 years of age and has completed two (2) years' continuous service with the Employer.

(d) Notwithstanding any of the other provisions contained in this clause a lesser period of notice may be negotiated between the Employer and the Employee. Negotiation of a lesser period of notice does not preclude the Employer's obligations under subclause (b) to pay the Employee one (1) month's salary in lieu of the notice.

(e) The Employer may summarily dismiss an Employee deemed guilty of gross misconduct or neglect of duty and the Employee will not be entitled to any notice or payment in lieu of notice.

13.7 Retirement

An Employee, having attained the age of 55 years will be entitled to retire from the employ of the Employer.

13.8 Part-time Employees

(a) A part-time Employee will be entitled to the same salary, leave and other conditions prescribed in this Agreement for full-time Employees, with payment for paid leave being in the proportion to which the Employee's weekly hours bear to the weekly hours of an Employee engaged full-time in that class of work.

(b) The provisions of subclauses 13.6 and 13.7 will also apply in respect to part-time Employees.

13.9 Fixed Term Employees

(a) Notwithstanding the other provisions contained in this clause the Employer may employ Employees for a fixed term.

(b) Employees appointed for a fixed term will be advised in writing of the terms of the appointment and such advice will specify the dates of commencement and termination of employment.

(c) The provisions of subclause 13.6 will also apply in respect to Fixed Term Employees.

13.10 Final pay

(a) An Employee's final pay must be paid no later than the payday following their last day of employment, provided they have given the Employer the required notice. The final pay must include all monies owed to the Employee.

(b) If an Employee's employment is terminated at the initiative of the Employer, payment of all monies due to the Employee will be made on the payday following the date of termination of their employment.

14. DIRECT AND PERMANENT EMPLOYMENT

Statements of Government Preference

14.1 The Western Australian Government recognises that:

(a) direct employment is the preferred form of engagement, noting this may not be practicable or financially achievable in all circumstances;

(b) permanent employment is the preferred mode of employment for Employees covered by this Agreement.

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

Joint Consultative Committee Access to Information

14.3 Within 60 days of a request being made in writing, the Employer will provide to the Joint Consultative Committee the names of the labour hire business used; the functions undertaken; the headcount number of labour hire Employees performing the work; and the amount of money paid to each labour hire business.

Surplus Employees

14.4 Prior to engaging or extending the engagement of, a labour hire Employee, or otherwise entering into a new or extended labour hire arrangement, the Employer must first consider whether any permanent Surplus Employees can undertake the role or duties required. All duties undertaken by labour hire Employees will be assessed every three (3) months for the possibility of a Surplus Employee instead undertaking the role or duties. If a permanent Surplus Employee can undertake the role or duties, they will be offered the employment.

14.5 Where more than one appropriate permanent Surplus Employee exists, the following hierarchy will apply for access to a Dental Officer role:

(a) Internal Surplus Employees will be considered first;

(b) If there are no suitable internal Surplus Employees, Registered Employees from other employing authorities will be considered;

(c) If there are no suitable Registered Employees, Registrable Employees from other employing authorities will be considered.

15. PUBLIC SECTOR DELIVERY OF PUBLIC SERVICES

15.1 The Government and Dental Health Services prefer the delivery of public services to be undertaken by Employees.

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

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

16. PART-TIME EMPLOYMENT

16.1 Each permanent part-time arrangement will be confirmed by the Employer in writing and should include the following specifications:

(a) the agreed period of the arrangement; and

(b) the hours to be worked daily and weekly by the Employee, including starting and finishing times, which will hereinafter be referred to as ordinary working hours.

16.2 The Employer will give an Employee one (1) month's notice of any proposed variation to that Employee's ordinary working hours, provided that the Employer will not vary the Employee's total weekly hours of duty without the Employee's prior written consent, a copy of which will be forwarded to the Union.

16.3 The Employer:

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

(b) may only refuse an Employee's request to work on a modified basis if there are grounds to refuse 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; and

(c) has the onus for demonstrating that there are grounds to refuse the Employee's request that would satisfy a reasonable person.

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

16.5 An Employee may seek to work 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 currently works.

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

16.7 Where agreement in writing is reached for a temporary variation to a part-time Employee's ordinary working hours:

(a) time worked up to 7.6 hours on any day is not to be regarded as overtime but an extension of the contract hours for that day and should be paid at the normal rate of pay.

(b) additional days worked, up to a total of five (5) days' per week, are also regarded as an extension of the contract and should be paid at the normal rate of pay.

16.8 The provisions of Clause 22 – Overtime of this Agreement will apply to all time worked outside the ordinary working hours prescribed by subclause 16.1(b) unless an arrangement pursuant to subclause 16.7 is in place.

16.9 Nothing in this clause prevents the Employer and the Employee agreeing to other such arrangements as is approved by the Employer, in accordance with subclause 20.1 of this Agreement.

16.10 An Employee who is employed on a part-time basis will be paid in proportion to the appropriate full-time salary dependent upon time worked. The salary will be calculated in accordance with the following formula:

$$\frac{\text{Hours Worked per Fortnight}}{76} \times \frac{\text{Full-time Fortnightly Salary}}{1}$$

16.11 An Employee will be entitled to annual increments as prescribed in Clause 11 – Annual Increments of this Agreement.

16.12 Employees are entitled to the holidays prescribed in Clause 35 – Public Holidays of this Agreement without variation of the Employee's fortnightly salary provided the holidays occur on a day which is normally worked.

16.13 An Employee will be granted leave in accordance with Clause 24 – Annual Leave of this Agreement. Payment to an Employee proceeding on annual leave will be calculated having regard for any variations to the Employee's ordinary working hours during the accrual period. Payment in such instances will be calculated as follows:

(a) Where accrued annual leave only is being taken, the ordinary hours worked by the Employee over the accrual period will be averaged to achieve the average hours worked per fortnight. This average is then applied to the following formula to achieve an average fortnightly rate of pay:

$$\frac{\text{Average Fortnightly Hours Worked}}{76} \times \frac{\text{Fortnightly Salary}}{1}$$

(b) Subject to subclause 16.13(d), annual leave taken entirely in advance will be paid according to the salary the Employee would have received had the Employee not proceeded on leave.

(c) Subject to subclause 16.13(d), annual leave which combines both accrued and leave taken in advance, will be calculated as follows the:

(i) accrued portion of leave will be paid at the rate achieved by averaging the hours worked during the accrual period; and

(ii) portion of leave which is being taken in advance will be paid according to the salary the Employee would have received had the Employee not proceeded on leave.

(d) Payment for annual leave taken in advance pursuant to subclauses 16.13(b) and 16.13(c) will be subject to financial reconciliation either at the end of the calendar year or when the Employee ceases employment to take account of any variations in the hours worked by the Employee subsequent to the Employee proceeding on annual leave. This may require further payment by the Employer to the Employee, or repayment by the Employee to the Employer. In all instances the reconciliation should be based on the appropriate fortnightly salary at the time the leave was taken. An Employee taking annual leave in advance will be advised of the requirements of this section prior to the Employee proceeding on such leave.

16.14 For the purpose of subclause 24.8, travelling time and the travel concession for part time Employees will be calculated on a pro rata basis according to the number of hours normally worked per week.

16.15 Credits provided in Clause 26 – Personal Leave of this Agreement will accrue to the Employee provided that where an Employee is employed for less than 76 hours per fortnight, the credits will be pro-rated according to the number of hours worked each fortnight. Payment made for personal leave granted in respect of part-time service will be calculated in accordance with the formula set out in subclause 16.13(a).

16.16 (a) An Employee employed by the Employer prior to 15 January 2014 who has completed seven (7) years' continuous service with the Employer will be entitled to 13 weeks' long service leave.

(b) An Employee employed by the Employer on or after 15 January 2014 who has completed 10 years' continuous service with the Employer will be entitled to 13 weeks' long service leave.

(c) For each subsequent period of seven (7) years' service an Employee will be entitled to an additional 13 weeks' long service leave.

(d) Payment made for long service leave granted to an Employee in respect of such part-time service will be adjusted according to the hours worked by the Employee during that part-time service, subject to the following:

(i) 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 will continue to be paid the salary determined on that basis during the long service leave.

(ii) If an Employee has worked a varying number of weekly hours during the period of qualifying service, the payment for long service leave granted in respect of part-time service should be calculated on a salary which bears to the full-time salary of

the position occupied by the Employee when taking leave the same proportion that the hours worked when employed part-time bears to the normal weekly hours of a full-time Employee.

16.17 Subject to Clause 69 – Trade Union Training Leave and Clause 49 – Defence Force Reserves Leave of this Agreement, part-time Employees will receive the same entitlement as full-time Employees, but payment will only be made for those hours that would normally have been worked but for the leave.

16.18 Subject to Clause 50 – Study Assistance of this Agreement, part-time Employees are entitled on the same basis as full-time Employees.

16.19 The provisions of this clause do not prevent an Employee from accessing provisions contained in the Clause 32 – Parental and Related Leave of this Agreement concerning return to work on a modified basis.

16.20 Right of reversion of Employees

(a) Where a full-time Employee is permitted to work part-time for a period of no greater than 12 months, the Employee has a right, upon four (4) weeks' written notice, to revert to full-time hours in the position previously occupied before becoming part-time or a position of equal classification as soon as deemed practicable by the Employer, but no later than the expiry of the agreed period.

(b) Where a full-time Employee is permitted to work part-time for a period greater than 12 months, the Employee may apply to revert to full-time hours in the position previously occupied before becoming part-time or a position of equal classification, but only as soon as is deemed practicable by the Employer. This should not prevent the transfer of the Employee to another full-time position with salary commensurable to their previous full-time position.

17. CASUAL EMPLOYMENT

17.1 An Employer may only engage a person as a Casual Employee if the following circumstances are met:

(a) if the hours and patterns of work fluctuate substantially and are not regular and systematic; and

(b) the Employee is engaged hourly, for a period of up to one calendar month in each engagement.

17.2 A Casual Employee will be engaged for a minimum period of three (3) hours' on each engagement.

17.3 A Casual Employee will be paid for each hour worked at the appropriate classification contained in Schedule 2 – Salaries of this Agreement in accordance with the following formula:

$$\frac{\text{Fortnightly Salary}}{76}$$

With the addition of a 25% casual loading in lieu of annual leave, personal leave and payment for public holidays.

17.4 Conditions of employment, leave and allowances provided under the provisions of this Agreement will not apply to a Casual Employee with the exception of bereavement leave, long service leave, family and domestic violence leave and carer's leave. However, where expenses are directly and necessarily incurred by a Casual Employee in the ordinary performance of their duties, the Employee will be entitled to reimbursement in accordance with the provisions of this Agreement.

17.5 The Employer will determine the appropriate classification year for Casual Employees by taking into consideration prior experience as a Dental Officer within the WA Public Sector.

17.6 Nothing in this clause will confer permanent or fixed term contract employment status.

17.7 The employment of a Casual Employee may be terminated at any time by the Casual Employee or the Employer giving to the other, one (1) hour's prior notice. In the event of the Employer or Casual Employee failing to give the required notice, one (1) hour's salary will be paid or forfeited.

17.8 The provisions of Clause 22 – Overtime of this Agreement do not apply to Casual Employees who are paid by the hour for each hour worked. Additional hours are paid at the normal casual rate.

17.9 A Casual Employee will be informed that their employment is casual and there is no entitlement to paid leave, with the exception of bereavement leave, long service leave and family and domestic violence leave before they are engaged.

17.10 Subject to the evidentiary and notice requirements in Clause 26 – Personal Leave, a Casual Employee will be entitled to not be available to attend work or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

17.11 The Employer and the Casual Employee will agree on the period for which the Casual Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours' (i.e. two days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.

17.12 The Employer must not fail to re-engage a Casual Employee because the Casual Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not engage a Casual Employee are otherwise not affected.

Conversion and Appointment to Permanency for Casual Employees

17.13 For the purposes of this subclause:

(a) an "eligible Casual Employee" is an Employee described as a Casual Employee who:

(i) has completed 12 or more months of service with the Employer, or a different employer due to a machinery of government change, in the same or a similar role without a break in service;

(ii) does not have a documented record of unsatisfactory performance in their role; and

(iii) is engaged at a remuneration level below Level 3 Dentist as per Schedule 2 – Salaries of this Agreement.

(b) a "break in service" is a period of more than 30 days' during which a person is not engaged by the Employer to perform work, attributable to fluctuating demand or business need or taken at the request of the Employee.

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

17.14 The Employer must review the circumstances of an eligible Casual Employee's employment to determine whether or not they meet a circumstance described in subclause 17.1 no later than three (3) months' after:

(a) the date on which the Employee becomes an eligible Casual Employee;

(b) for an Employee who is an eligible Casual Employee on the date of registration of this Agreement – that date; and

(c) for an Employee who has continued to be engaged as a Casual Employee without a break in service – each anniversary of the date referred to in paragraph (a) or (b).

17.15 If the Employer determines an Employee's employment does not meet a circumstance listed in subclause 17.1, the Employer must:

(a) establish a new permanent position reflecting the duties of the casual role at the FTE equivalent to the average hours worked by the Employee for the preceding six (6) months, or the proportion of FTE worked regularly and systematically without substantial fluctuation, unless the Chief Executive (or delegate) of the Employer certifies in writing that the role performed by the Employee:

(i) has been wholly or substantially externally funded and the funding source will no longer be available; or

(ii) can no longer be funded from within the Employer's approved salary expense limits.

Relevant notification and consultation obligations will already have been complied with prior to this certification unless new information is identified as a part of this review process; and

(b) no later than two (2) weeks after the date of the review:

(i) advise the Employee in writing of the review outcome and the detailed reasons for it; and

(ii) if the Employer has established a new position, and unless a circumstance in paragraph 17.16 applies, offer the Employee permanent appointment to the newly established position. The offer must provide sufficient detail for the Employee to consider the implication of the decision to accept or reject permanent employment.

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

17.17 If, after carrying out a review referred to in paragraph 17.14, the Employer determines the casual employment meets a circumstance described in subclause 17.1, the Employer must give the Employee in writing no later than two (2) weeks after the date of completing the review:

(a) a statement of the review outcome and the detailed reasons for it; and

(b) a plain-language summary of the Employer's obligations under this clause to establish permanent positions where Employees have been working regular and systematic hours over a 12 month period, and the actions the Employee can take if they disagree with the review outcome.

17.18 If an Employee does not accept an offer of permanent employment, the Employer may (at the Employer's discretion) continue to engage the Employee as a Casual Employee in a different position, subject to the requirements of subclause 17.1.

17.19 The review mechanisms and processes detailed in subclauses 17.13 to 17.18 are to be reviewed over the life of this Agreement.

18. FIXED TERM CONTRACT EMPLOYMENT

18.1 The Employer may employ Employees on a fixed term contract in accordance with Clause 13 – Contract of Service of the Agreement.

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

18.3 Notwithstanding subclause 18.2 the Employer will have discretion to renew an existing fixed term contract if the Employee has been in the same or similar role for more than 12 months and the arrangements are being reviewed for possible conversion under the process referred to at subclauses 18.9 to 18.14.

18.4 Where more than one appropriate permanent Surplus Employee exists, the following hierarchy will apply for access to a Dental Officer role:

(a) internal Surplus Employees will be considered first;

(b) if there are no suitable internal Surplus Employees, Registered Employees from other employing authorities will be considered; and

(c) if there are no suitable Registered Employees, Registrable Employees from other employing authorities will be considered.

18.5 The Employer may only employ a person as a Fixed Term Employee in the following circumstances:

(a) Covering one-off periods of relief;

(b) Work on a project with a finite life;

(i) where a project is substantially externally funded including multiple external funding, the Employer must present a business case supporting the use of Fixed Term Employees in such positions to the Joint Consultative Committee;

(ii) where external funding has been consistent on an historical basis and it can be reasonably expected to continue the Employer will assess the percentage of positions for which permanent appointment can be made;

(c) Work that is seasonal in nature;

(d) Where an Employee with specific skills which are not readily available is required for a finite period; or

(e) In any other situation as is agreed between the parties to this Agreement.

18.6 Employees appointed for a fixed term will be advised in writing of the terms of the appointment, including the circumstances for the appointment as provided for at subclause 18.5, and such advice will specify the dates of commencement and termination of employment.

18.7 The Employer will provide the Union with the names and work location and business email addresses of Employees on fixed term contracts within 28 days of a request being made in writing.

Conversion to Permanency for Fixed Term Employees

18.9 For the purposes of this subclause:

(a) an "**eligible Fixed Term Employee**" is a Fixed Term Employee who:

(i) has completed 12 or more months of service;

(aa) in the same or a similar role;

(bb) under one or more fixed term contracts;

(cc) with the same Employer or a different employer due to a machinery of government change; and

(dd) without a break in service; and

(ii) does not have a documented record of unsatisfactory performance in their role.

(iii) is engaged at a remuneration level below Level 3 Dentist as per Schedule 2 – Salaries of this Agreement.

(b) a "**break in service**" is a break between contracts of more than 30 days, attributable to fluctuating demand or business need, or taken at the request of the Employee.

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

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

18.10 The Employer must, no later than three (3) months after:

(a) the date on which an Employee became an eligible Fixed Term Employee;

(b) for an Employee who is an eligible Fixed Term Employee on the date of registration of this Agreement – that date; and

(c) for an Employee who continues to be employed on a fixed term contract, which may include consecutive fixed term contracts with the same Employer or a different Employer due to a machinery of government change, in the same or a similar role– each year without a break in service from the date referred to in subclause (a) or (b);

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

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

18.12 The requirement at clause 18.11 does not apply if the Chief Executive (or delegate) certifies in writing that the role performed by the Fixed Term Employee can no longer be funded from within the Employer's approved salary expense limits. Relevant notification and consultation obligations will already have been complied with prior to this certification unless new information is identified as a part of this review process.

18.13 If, after carrying out a review referred to in clause 18.10, the Employer determines the fixed term contract meets a circumstance listed in subclause 18.5, the Employer must give the Employee in writing no later than two (2) weeks' after the date of completing the review:

(a) a statement of the review outcome and the detailed reasons for it; and

(b) a plain-language summary of the Employer's obligations under this subclause to appoint eligible Fixed Term Employees to permanent employment, and the actions the Employee can take if they disagree with the review outcome.

18.14 For the purposes of clause 18.10, if an eligible Fixed Term Employee is employed under multiple, concurrent fixed term contracts with the Employer, each contract and the circumstances of the work being performed under it is to be reviewed individually.

18.15 The review mechanisms and processes detailed in clause 18.9 to 18.14 are to be reviewed over the life of this Agreement.

19. WORKING WITH CHILDREN CHECKS

19.1 Where an Employee is obliged to obtain a working with children check in accordance with the *Working with Children (Screening) Act 2004* (WA), payment for the check will be as follows.

(a) The Employer must pay the cost for an Employee obliged to obtain a working with children check after their employment has already commenced.

(b) A new Employee must pay for their initial working with children check. The Employer has the discretion to reimburse a new Employee who commenced employment after 1 January 2006 and has paid for their initial working with children check.

(c) The Employer must pay the cost for an Employee's working with children check renewals.

19.2 The provisions of this clause apply to all Employees, including Fixed Term and Casual Employees.

PART 4 – HOURS OF WORK

20. HOURS

Prescribed Hours

20.1 The prescribed hours of duty will be 152 hours per four week settlement period, to be worked between 7.00am and 6.00pm, Monday to Friday, as determined by the Employer, with a lunch interval of not less than 30 minutes.

20.2 Subject to the lunch interval, prescribed hours are to be worked as one continuous period. However, Employees will not be required to work more than five hours continuously without a break.

20.3 This does not preclude the Employer requiring or agreeing to the working of standard hours of 7.6 hours per day with a lunch interval to be taken between 12.00 noon and 2.00pm.

Where working of standard hours is required by the Employer, the requirement must be consistent with operational needs and customer service requirements.

20.4 (a) The Employer may vary the prescribed hours of duty observed in the Dental Health Services or any branch or section thereof, consistent with a 152 hour four week settlement period, so as to make provisions for the:

(i) attendance of Employees for duty on a Saturday, Sunday or Public Holidays;

(ii) performance of shift work including work on Saturdays, Sundays or Public Holidays; and

(iii) nature of the duties of an Employee or class of Employees in fulfilling the responsibilities of their office;

provided that where the hours of duty are so varied an Employee will not be required to work more than five (5) hours continuously without a break.

(b) Employers wishing to vary the prescribed hours of duty to be observed will be required to give one (1) month's notice in writing to the department, branch, section or Employees to be affected by the change.

Ordinary Hours

(c) Employees working during their prescribed hours of duty on a Saturday, Sunday or Public Holiday will attract the following payment for all ordinary hours worked:

(i) Saturdays - time and a half.

(ii) Sundays - time and three quarters.

(iii) Public Holidays - double time and a half.

Provided that subject to agreement between the Employer and the Employee, work performed during ordinary rostered hours on a Public Holiday will be paid for at the rate of time and one-half and the Employee may, in addition, be allowed a day's leave with pay to be added to annual leave or to be taken at some other time within a period of one (1) year.

Overtime

(d) An Employee required to work overtime on any day will be paid the appropriate rates as set out in Clause 22 – Overtime of the Agreement.

Flexible Hours Arrangements

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

20.6 Application

(a) Within the parameters of subclause 20.1, flexible hours arrangements will apply unless the Employer otherwise specifies.

(b) The Employer may limit access to and the operation of flexible hours arrangements to ensure operational needs and customer service requirements of Dental Health Services are met. The Employer will not unreasonably limit access to flexible hours arrangements, including the banking of credit hours.

(c) If the Employer wishes to vary flexible hours arrangements, the Employer will give one (1) month's notice in writing to the Dental Health Services branch, section or Employees to be affected by the change.

(d) Flexible hours arrangements are available to part-time, full-time and fixed term contract Employees. Flexible hours arrangements are available to part-time Employees on a pro rata basis.

(e) The Employer may approve alternative flexible hours arrangements, provided that an average of no more than 38 hours per week is worked as ordinary hours.

20.7 Hours of Duty

(a) The prescribed hours of duty may be worked with flexible commencement and finishing times in accordance with the provisions of this clause.

(b) For the purpose of leave, Public Holidays and days in lieu of the repealed Public Service Holidays, a day will be credited as 7.6 hours.

20.8 Flexitime Roster

(a) Where a flexitime roster is required, the authorisation of the roster will be the responsibility of the Employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexi leave.

(b) The roster will cover a settlement period of four (4) weeks and will be made available to all affected Employees no later than three (3) days prior to the settlement period commencing.

(c) The roster will be prepared in consultation with the affected Employees, subject to the Employer retaining the right to determine arrangements to suit the operational needs of Dental Health Services.

(d) Subject to four (4) weeks' notice being given to affected Employees, the Employer may withdraw authorisation of a flexitime roster.

20.9 Settlement Period

(a) For recording time worked, there will be a settlement period of four (4) weeks.

(b) The settlement period will commence at the beginning of a pay period.

20.10 Credit and Banked Hours

(a) Credit hours in excess of the prescribed hours of 152 hours per settlement period to a maximum of 15.2 hours can be carried forward to the next settlement period.

(b) During a settlement period, the maximum number of credit hours cannot exceed 38 hours.

(c) An additional maximum of 38 hours can be banked in any calendar year. Banked hours can be carried over into a new calendar year but cannot exceed 38 hours at any time. At the end of each settlement period hours worked in excess of the maximum 53.2 hours credit and banked hours, will be lost.

(d) On termination, resignation or transfer, unused credit or banked hours will not be paid out and will be lost. However, the Employer will provide the opportunity for credit and banked hours to be cleared.

20.11 Debit Hours

(a) Debit hours below the prescribed hours of 152 hours per settlement period to a maximum of four (4) hours are permitted at the end of each settlement period. Such debit hours will be carried forward to the next settlement period.

(b) For debit hours in excess of four (4) hours, an Employee will be required to take leave without pay for the period necessary to reduce debit hours to those specified in subclause 20.11(a).

(c) Employees having excessive debit hours may be placed on standard working hours in addition to being required to take leave without pay.

20.12 Maximum Daily Working Hours

A maximum of 10 ordinary hours may be worked in any one day, between the hours of 7.00am and 6.00pm, except where an Employee and Employer have agreed to a different span of hours under subclause 20.16, in which case a maximum of 10 ordinary hours may be worked in any one day between the agreed span of hours.

20.13 Flexi Leave

(a) Flexi leave, including both credit and banked hours, must be taken consistent with the prepared roster, where it exists, and/or subject to the prior approval of the Employer.

(b) In any settlement period an Employee may be allowed a maximum of two (2) days leave taken from credit hours.

(c) In exceptional circumstances and with the approval of the Employer, flexi leave may be taken before accrual of sufficient credit hours subject to such conditions as the Employer may impose. Banked hours may not be taken in advance of accrual.

(d) In any settlement period a maximum of three (3) days flexi leave may be taken from a combination of credit and banked hours. Subject to operational need and customer service requirements, the Employer may approve alternative arrangements to enable Employees to clear banked and/or credit hours up to the maximum of 53.2 hours.

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

20.14 Study Leave

Where study leave has been approved by the Employer pursuant to the provisions of Clause 50 – Study Assistance, credits will be given for education commitments falling within the prescribed hours of duty and for which time off is necessary to allow for attendance at formal classes.

20.15 Overtime

(a) Where Employees are directed by the Employer to work more than 7.6 hours in any one day, overtime applies. The parties acknowledge that the flexible hours arrangement provides for the working of hours in excess of 7.6 hours per day as normal hours if the Employer and Employee agree.

(b) For the purpose of Clause 22 – Overtime, Employees receiving at least one (1) day's prior notice to work overtime, the prescribed hours of duty on the day that overtime is performed will be 7.6 hours.

(c) Where an Employee is required to work overtime at the conclusion of a day less than one (1) days' notice, and where that Employee has:

(i) at the commencement of that day, two (2) hours or more flexi leave credits, the Employee will be paid overtime after five (5) hours work on that day, or for time worked after 3.30pm, whichever is the later; or

(ii) commenced duty prior to 8.30am and has, at the commencement of that day, less than two hours flexi leave credits, the Employee will be paid overtime, for time worked after the completion of 7.6 hours on that day; or

(iii) commenced work after 8.30am and has, at the commencement of that day, less than two (2) hours flexi leave credits, the Employee will be paid overtime for time worked after 5.30pm or after working 7.6 hours on that day, whichever is the earlier.

(d) Where an Employee is required to work overtime at the beginning of a day with less than one (1) days' notice, that Employee will be paid overtime for any time worked prior to the commencing time for prescribed hours of duty determined by the Employer under subclause 20.1, or prior to the commencement time agreed between the Employee and the Employer under subclause 20.16.

Employee Initiated Span of Working Hours

20.16 Notwithstanding subclause 20.1, where the Employee requests and the Employer approves, an Employee may work their ordinary hours outside the span of 7.00am to 6.00pm. The working of ordinary hours outside the span of 7.00am to 6.00pm may only be implemented at an Employee's request.

20.17 Agreements under subclause 20.16 are to be in writing and must specify the duration of the agreement, and the times during which ordinary hours may be worked.

20.18 On receipt of a written request from the Union, the Employer will provide the Union with details of agreements made under subclause 20.16 including the work location, the duration of the agreement/s, and the times during which ordinary hours may be worked.

20.19 Where written agreement is reached between the Employer and an Employee for the Employee to work their ordinary hours outside the span of 7.00am to 6.00pm, no overtime or shift work penalties will be applied to those hours.

20.20 The Employer will not require an Employee to work outside the span of 7.00am to 6.00pm without the payment of overtime as per Clause 22 – Overtime, or the payment of shift penalties as per Clause 23 – Shift Work Allowance, whichever may apply.

Nine Day Fortnight

20.21 Notwithstanding subclause 20.1, where the Employee requests and the Employer approves, an Employee may work a nine (9) day fortnight.

(a) Hours of Duty

(i) Prescribed hours of duty of 76 hours a fortnight are worked over nine (9) days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.

(ii) The Employer will determine Employees' commencing and finishing times between the spread of 7.00am and 6.00pm, in order to ensure Dental Health Services requirements are met on each day.

(b) Lunch Break

(i) Employees will be allowed forty-five minutes for a meal break between 12.00 noon and 2.00pm to meet requirements.

(ii) Such meal breaks will be arranged so that adequate staff is on duty between 12.00 noon and 2.00pm to meet Dental Health Services requirements.

(c) Special Rostered Day Off

(i) Each Employee who works a nine (9) day fortnight is entitled to one (1) special rostered day off per fortnight. This special rostered day off will be taken by the Employee in accordance with a roster prepared by the Employer showing days and hours of duty and special rostered days off for each Employee.

(ii) Where an Employee regularly takes their special rostered day off on a particular day of the week, the Employer will give the Employee one (1) month’s written notice of any variation to the day of the week on which an Employee is to take that special rostered day off.

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

(d) Leave

For the purposes of paid leave, a day will be credited as 8 hours 27 minutes notwithstanding the following:

(i) When a Public Holiday falls on an Employee's special rostered day off the Employee will be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.

(ii) For a Public Holiday occurring during a period of annual leave, and it is observed on a day which in the case of that Employee would have been an ordinary working day, the Employee:

(a) is taken not to be on paid annual leave on that Public Holiday; and

(b) is entitled to be absent from work on that Public Holiday; and

(c) is entitled to be paid for that Public Holiday in accordance with clause 35

(iii) A four (4) week annual leave entitlement is equivalent to 152 hours, the equivalent to 18 rostered working days of 8 hours 27 minutes, and two (2) special rostered days off.

(iv) An Employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of Clause 22 – Overtime will apply for work performed prior to an Employee's nominated starting time and after an Employee's nominated ceasing time in accordance with subclause 20.21(a)(ii), and on an Employee's special rostered day off.

(f) Study Leave

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

21. FLEXIBLE WORKING ARRANGEMENTS

21.1 An Employee who has a right to flexible working arrangements (eligible Employee) is an Employee who:

(a) is pregnant;

(b) is the parent, or has responsibility for the care, of a child who is of compulsory school age in accordance with the *School Education Act 1999* (WA) or who is younger than that age;

(c) is a carer (within the meaning of the *Carers Recognition Act 2004* (WA)*;*

(d) has a disability;

(e) is 55 years of age or older;

(f) is experiencing family and domestic violence; or

(g) is providing care or support to a member of the Employee's family or household who requires care or support because the member is experiencing family and domestic violence.

Other Employees

21.2 An Employee, other than an eligible Employee, can request a flexible working arrangement.

Notification or request for a Flexible Working Arrangement

21.3 An eligible Employee or employee can notify or request a flexible working arrangement from the Employee's first day of service.

21.4 A flexible working arrangement notification or request must be in writing (**the notification/request**) to the Employer, setting out the following details:

(a) the flexible working arrangement sought; and

(b) the reasons for seeking that arrangement; and

(c) if the Employee is an eligible Employee, which of the circumstances in clause 21.1 apply to the eligible Employee.

21.5 Flexible work arrangements can include, but are not limited to, changes to hours of work, when those hours are worked, patterns of work and the location of work. Provisions in this Agreement that support flexible working arrangements are summarised in the table below.

Part Time Employment	Clause 16
Flexible start and finish times	Clause 20
Employee Initiated Span of Working Hours	Clause 20
Nine Day Fortnight	Clause 20
Working from Home	Clause 66

Responding to a request for a flexible working arrangement

21.6 Employers and Employees must discuss the eligible Employee's or Employee's notification/request for a flexible working arrangement and genuinely try to reach agreement. If an agreement cannot be reached, they must discuss alternative arrangements that would accommodate the eligible Employee's or Employee's circumstances.

21.7 The Employer must respond in writing within 21 days of receiving the notification/request of the flexible working arrangement sought, advising:

(a) the flexible working arrangement sought is granted; or

(b) if, following the discussions required at clause 21.6, the Employer and Employee agree to alternative changes to those requested in the notification/request, and these are set out in the written response; or

(c) the Employer refuses the notification/request, and the written response sets out:

(i) how the Employer has met the requirements in clause 21.9; and

(ii) the evidence of a reasonable business ground/s in clause 21.10 for refusing the notification/request; and

(iii) information about the Dispute Settlement Procedure, if an Employee wants to dispute the refusal.

21.8 The flexible working arrangement must be implemented within 14 days of the Employee receiving the advice at 21.7. If it is not possible to implement this arrangement within 14 days, the Employee must receive the reason for this in writing. By agreement between the Employer and Employee, a further 14-day extension can be granted before the arrangement is implemented.

21.9 The Employer can only refuse to implement the flexible working arrangement sought if they have:

(a) discussed the notification/ request as provided in clause 21.6; and
(b) discussed the consequences for the eligible Employee or Employee of refusing the change sought; and

(c) evidence of a reasonable business ground/s for refusing the request.

Reasonable business grounds for refusing a Flexible Working Arrangement

21.10 For the purpose of clause 21.9(c) the reasonable business grounds for refusing a flexible working arrangement notification/request include the following:

(a) the arrangement sought would be too costly for the Employer;

(b) it is not possible or would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the arrangement sought;

(c) the arrangement sought would result in a significant loss of efficiency or productivity or have a significant negative impact on customer service.

Disputes

21.11 If an eligible Employee or Employee wants to dispute a decision to refuse the flexible working arrangement they sought and/or the process in clause 21.9, they can use the Dispute Settlement Procedure at Clause 78 of this Agreement.

22. OVERTIME

22.1 In this clause the following expressions will have the following meanings:

(a) "prescribed hours of duty" means the Employee's normal working hours as prescribed in Clause 20 – Hours or written instruction issued out of that clause.

(b) "Public Holiday" means the days prescribed in Clause 35 – Public Holidays.

(c) "ordinary travelling time" means the time which an Employee would ordinarily spend in travelling by public transport once daily from the Employee's home to the Employee's usual Headquarters and home again. It is the time elapsing between the time of departure from home and the official time of commencement of duty and the official time of cessation of duty and arrival at home. Where an Employee has a continuing approval to use a vehicle for official business, ordinary travelling time means the time spent in travelling by that vehicle from home to Headquarters and home again each day.

(d) "a day" will mean from midnight to midnight.

22.2 When and as often as it is necessary to overcome arrears of work or to meet pressure of business, any Employee may be required by the Employer to perform overtime duty at times other than the ordinary hours of attendance applicable to that Employee.

22.3 Reasonable Hours of Overtime

(a) The 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 their intention to refuse it; and

(v) any other relevant matter.

22.4 All work performed by an Employee whose hours of attendance are determined in accordance with subclause 20.1 by direction of the Employer:

(a) before or after the prescribed hours of duty on a weekday; and

(b) on a Saturday, Sunday or Public Holiday, will be classed as overtime and, subject to the provisions of this clause, will be paid for at the hourly rate prescribed by subclause 22.5.

22.5 Payment for overtime will be calculated on an hourly basis in accordance with the following:

(a) Weekdays, payment will be made at the rate of time and a half for the first three hours and double time thereafter.

(b) Saturday, payment will be made at the rate of:

(i) time and a half for the first three hours; and

(ii) double time after the first three hours, or after 12.00 noon, whichever is the earlier.

(c) Sunday, payment will be made at the rate of double time.

(d) Public Holidays, payment will be made at the rate of:

(i) time and a half during prescribed hours of duty in addition to the normal days' pay; and

(ii) double time and a half during hours outside of prescribed hours of duty.

(e) For the purposes of this clause the allowances will be calculated on the ordinary hourly rate which will not include any district allowances, personal allowances, service allowances, special allowances or higher duties allowance, unless otherwise approved by the Employer.

Provided that a special allowance or higher duties allowance will be included in fortnightly salary when overtime is worked on duties for which these allowances are specifically paid.

22.6 Payment for overtime, the granting of time off in lieu of overtime or travelling time will not be approved in the following cases:

(a) Employees whose maximum salary, or maximum salary and allowance in the nature of salary exceeds that determined in Schedule 2 – Salaries for a Dental Officer, Level 1, Year 3 of this Agreement.

(b) Employees whose work is not subject to close supervision.

22.7 Notwithstanding subclause 22.6:

(a) Where it appears just and reasonable, the Employer may approve the payment of overtime or grant time off in lieu to any Employee referred to in subclause 22.6(a).

(b) When an Employee is not subject to close supervision is directed by the Employer to carry out specific duties involving the working of overtime, and provided such overtime can be reasonably determined by the Employee's supervisor, the Employee will be entitled to the payment of overtime or time off in lieu of overtime in accordance with subclauses 22.5 and 22.8.

22.8 Subject to prior agreement in writing, time off in lieu of payment may be granted by the Employer. Such time off in lieu to be determined on an hourly basis by dividing the normal hourly rate of pay into the amount to which the Employee would otherwise have been entitled at the prescribed rate in accordance with subclause 22.5.

The Employee will be required to clear accumulated time off in lieu within two (2) months of the overtime being performed. If the Employer is unable to release the Employee to clear such leave, then the Employee will be paid for the overtime worked.

Provided that by agreement between the Employer and the Employee, time off in lieu of overtime may be able to be accumulated beyond two (2) months from the time the overtime is performed so as to be taken in conjunction with periods of leave.

22.9 Any commuted allowance and/or time off in lieu of overtime, other than that provided in subclause 22.8 will be only negotiated between the Employer and the Union.

22.10 No claim for payment of overtime or time off in lieu under the provisions of this clause will be allowed in respect of any day on which the additional time worked amounts to 30 minutes or less.

22.11 (a) Where an Employee having received prior notice, is required to return to duty –

(i) On a Saturday, Sunday or Public Holiday otherwise than during prescribed hours of duty the Employee will be entitled to payment at the rate in accordance with subclause 22.5 for a minimum period of three hours.

(ii) Before or after the prescribed hours of duty on a weekday the Employee will be entitled to payment at the rate in accordance with subclause 22.5 for a minimum period of one hour 30 minutes.

(b) For the purposes of this subclause, where an Employee is required to return to duty more than once, each duty period will stand alone in respect to the application of minimum period payment except where the second or subsequent return to duty is within any such minimum period.

(c) The provisions of this subclause will not apply in cases where it is customary for an Employee to return to the Employee's place of employment to perform a specific job outside the Employee's prescribed hours of duty or where the overtime is continuous (subject to a meal break) with the completion or commencement of prescribed hours of duty.

22.12 When an Employee is directed to work overtime at a place other than the usual Headquarters, and provided that place where the overtime is to be worked is situated in the area within a radius of 50 kilometres from the usual Headquarters, and the time spent in travelling to and from that place is in excess of the time which an Employee would ordinarily spend in travelling to and from the usual Headquarters, and provided such travel is undertaken on the same day as the overtime is worked, then such excess time will be deemed to form part of the overtime worked.

22.13 Except as provided in subclauses 22.19(b) and 22.8 when an Employee is directed to work overtime at a place other than the usual Headquarters and provided that place where the overtime is to be worked is situated outside the area within the radius of 50 kilometres from the usual Headquarters and the time spent in travelling to and from that place is in excess of the time which an Employee would ordinarily spend in travelling to and from the usual Headquarters, then the Employee will be granted time off in lieu of such excess time spent in actual travel in accordance with subclause 22.20.

22.14 (a) Where an Employee performs overtime duty after the time at which the Employee's normal hours of duty end on one day and before the time at which the Employee's normal hours of duty are to commence on the next succeeding day which results in the Employee not being off duty between these times for a continuous period of not less than 10 hours, the Employee is entitled to be absent from duty without loss of salary from the time of ceasing overtime duty, until the Employee has been off duty for a continuous period of 10 hours.

(b) Provided that where an Employee is required to return to or continue work without the break provided in subclause 22.14(a) then the Employee will be paid at double the ordinary rate until released from duty or until the Employee has had 10 consecutive

hours off duty without loss of salary for ordinary working time occurring during such absence.

(c) The provisions of this subclause will not apply to Employees on standby, on call, availability or emergency duty.

22.15 Where an Employee is required to work a continuous period of overtime which extends past midnight into the succeeding day the time worked after midnight will be included with that worked before midnight for the purpose of calculation of payment provided for in subclause 22.5.

22.16 The following terms will have the following meanings.

"Out of hours contact" will include the following:

(a) (i) 'Standby' will mean a written instruction or other authorised direction by the Employer or a duly authorised officer to an Employee to remain at the Employee's place of employment during any period outside the Employee's normal hours of duty, and to perform certain designated tasks periodically or on an impromptu basis. Such Employee will be provided with appropriate facilities for sleeping if attendance is overnight, and other personal needs, where practicable.

(ii) Other than in extraordinary circumstances, Employees will not be required to perform more than two periods of standby in any rostered week.

(iii) This provision will not replace normal overtime or shift work requirements.

(b) 'On call' will mean a written instruction or other authorised direction by the Employer or a duly authorised officer to an Employee rostered to remain at the Employee's residence or to otherwise be immediately contactable by telephone or other means outside the Employee's normal hours of duty in case of a call out requiring an immediate return to duty. The nature of the duties to be performed requires an Employee to be in a state of readiness for immediate return to duty.

(c) 'Availability' will mean a written instruction or other authorised direction by the Employer or a duly authorised officer to an Employee to remain contactable, but not necessarily immediately contactable by telephone or other means, outside the Employee's normal hours of duty and be available and in a fit state at all such times for recall to duty.

'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. Recall to work under such circumstances would constitute emergency duty in accordance with subclause 22.19.

(d) 'Return to duty' will also include, but is not limited to, situations where an Employee if recalled to duty, can perform such duty outside the usual Headquarters where the Employee performs ordinary rostered hours.

22.17 Where out of hours contact is a usual feature of the duties for which Employees are regularly rostered, the issue of a roster is deemed to be a written instruction.

22.18 (a) Except as otherwise agreed between the Employer and the Union, an Employee who is required by the Employer or a duly authorised officer to be on out of hours contact during periods off duty will be paid the following hourly allowance:

	On and from the date of Registration
Standby	$16.14
On Call	$8.08
Availability	$4.03

(b) When an Employee is required to be on call or available the Employer will provide the Employee with the means of contact free of charge for the purposes of work related activity.

(c) Where the means of contact is to be by land line or satellite telephone fixed at the Employee's residence the Employer will:

(i) Where the telephone is not already installed, pay the cost of such installation.

(ii) Where an Employee pays or contributes towards the payment of the rental of such telephone, pay the Employee 1/52nd of the annual rental paid by the Employee for each seven (7) days or part thereof on which an Employee is rostered to be on call or available.

(iii) Provided that where as a usual feature of the duties an Employee is regularly rostered to be on call or available, pay the full amount of the telephone rental.

(d) An Employee will be reimbursed the cost of all telephone calls made on behalf of the Employer as a result of being on out of hours contact.

(e) Where an Employee rostered for on call or availability is recalled to duty during the period for which the Employee is on out of hours contact then the Employee will receive payment for hours worked in accordance with the clause 22.5.

(f) Where an Employee rostered for on call or availability is recalled to duty, the time spent travelling to and from the place at which duty is to be performed, will be included with actual duty for the purposes of overtime payment.

(g) Minimum payment provisions do not apply to an Employee rostered for out of hours contact duty.

(h) An Employee in receipt of an out of hours contact allowance and who is recalled to duty will not be regarded as having performed emergency duty in accordance with subclause 22.19.

(i) Employees subject to this clause will, where practicable, be periodically relieved from any requirement to hold themselves on standby, on call or availability.

(j) No Employee will be on out of hours contact after the last working day preceding a period of annual leave or long service leave.

22.19 (a) Where an Employee is called on duty to meet an emergency at a time when the Employee would not ordinarily have been on duty and no notice of such call was given prior to completion of usual duty on the last day of work prior to the day on which the Employee is called on duty, then, if called to duty.

(i) (aa) on a Saturday, Sunday or Public Holiday otherwise than during the prescribed hours of duty the Employee will be entitled to payment at the rate in accordance with subclause 22.5 for a minimum period of three hours;

(bb) before or after the prescribed hours of duty on a weekday the Employee will be entitled to payment at the rate in accordance with subclause 22.5 for a minimum period of two hours 30 minutes;

(ii) for the purpose of this subclause, where an Employee is recalled more than once, each period of emergency duty will stand alone in respect to the application of the minimum period payment, subject to subclause 22.19(c).

(b) Time spent in travelling to and from the place of duty where the Employee is actually recalled to perform emergency duty will be included with actual duty performed for the purposes of overtime payment.

(c) An Employee recalled to work to perform emergency duty will not be obliged to work for the minimum period if the work is completed in less time, provided that an Employee called out more than once within any such minimum period will not be entitled to any further payment for the time worked within that minimum period.

22.20 An Employee eligible for payment of overtime, who is required to travel on official business outside of the Employee's normal working hours and away from the Employee's usual Headquarters, will be granted time off in lieu of such actual time spent in travelling at equivalent or ordinary rates on weekdays and at time and one half rates on Saturdays, Sundays, and Public Holidays, provided:

(a) Such travel is undertaken at the direction of the Employer.

(b) Such travel will not include time spent in travelling:

(i) by an Employee on duty at a temporary Headquarters to the Employee's home for weekends for the Employee's own convenience;

(ii) by plane between the hours of 11.00 pm and 6.00 am;

(iii) by train or coach between the hours of 11.00 pm and 6.00 am;

(iv) by ship when meals and accommodation are provided;

(v) resulting from the permanent transfer or promotion of an Employee to a new location;

(vi) in which an Employee is required by the Employer to drive, outside ordinary hours of duty, the Employer's vehicle or to drive the Employee's own motor vehicle involving the payment of motor vehicle allowance but such time will be deemed to be overtime and paid in accordance with subclause 22.5.

(c) Time off in lieu will not be granted for periods of less than 30 minutes.

(d) Where such travel is undertaken on a normal working day, time off in lieu is granted only for such time spent in travelling before and/or after the usual hours of duty, and where an Employee is required to travel during the Employee's usual lunch interval such additional travelling time is not to be taken into account in computing the number of hours of travelling time due.

(e) Where such travel is undertaken on a normal working day, time off in lieu is granted only for such time spent in travelling before and/or after the usual hours of duty which is in excess of the Employee's ordinary travelling time.

(f) Except as provided in subclause 22.20(b), all time spent in actual travel on Saturdays, Sundays, and Public Holidays provided in Clause 35 – Public Holidays, will be deemed to be excess travelling time.

22.21 A break of 30 minutes will be made for meals between 12.00 noon and 2.00pm and between 5.00pm and 7.00pm when overtime duty is being performed.

(a) Except in the case of emergency, an Employee will not be compelled to work more than five hours' overtime duty without a meal break. At the conclusion of a meal break the calculation of the five (5) hours' limit recommences.

(b) An Employee required to work overtime who purchases a meal will be reimbursed for each meal purchased at the rate in the following table:

Breakfast	$12.05 per meal
Lunch	$14.85 per meal
Evening Meal	$17.80 per meal

The allowances in this table will be varied in accordance with movements in the equivalent rates in Part 2 of Schedule I of the Award.

Provided that the overtime worked when such a meal is purchased totals not less than two (2) hours, such reimbursement will be in addition to any payment for overtime to which the Employee is entitled.

(c) If an Employee, having received prior notification of a requirement to work overtime, is no longer required, then the Employee will be entitled, in addition to any other penalty, to reimbursement for a meal previously purchased.

22.22 Any group of Employees whose duties necessarily entail special conditions of employment will not be subject to the prescribed hours of duty as defined in subclause 22.1(a) if the Employer and the Union agree.

23. SHIFT WORK ALLOWANCE

23.1 In this Clause the following expressions will have the following meaning:

(a) Day shift means a shift commencing at or after 6.00am and before 12.00 noon.

(b) Afternoon shift means a shift commencing at or after 12.00 noon and before 6.00pm.

(c) Night shift means a shift commencing at or after 6.00pm and at or before 5.59am.

(d) Public Holiday will mean a holiday provided in Clause 35 – Public Holidays of this Agreement.

23.2 (a) In addition to the ordinary rate of salary the following allowances will be payable:

(i) 15% will be paid to an Employee required to work a weekday afternoon shift; and

(ii) 20% will be paid to an Employee required to work a night shift.

(iii) For the purposes of this subclause, the ordinary rate of salary payable is prescribed in Schedule 2 – Salaries.

(b) Work performed during ordinary rostered hours on the following days will be paid for at the following rates, in lieu of the allowance prescribed in subclause 23.2(a):

(i) Saturdays – time and one half;

(ii) Sundays – time and three quarters; and

(iii) Public Holidays – double time and one half.

Provided that in lieu of the provisions of clause 23.2(b)(iii) and subject to agreement between the Employer and the Employee, work performed during ordinary rostered hours on a Public Holiday will be paid for at the rate of time and one-half and the Employee may, in addition be allowed a day's leave with pay to be added to annual leave to be taken at some other time within a period of one (1) year.

(c) Weekend Penalty Rates for Casual Employees

(i) Notwithstanding the provisions of Clause 17 – Casual Employment, Casual Employees are entitled to weekend shift penalties. Work performed during ordinary rostered hours on the following days will be paid at the following rates:

(aa) Saturdays and Public Holidays - time and one-half (casuals are already paid a loading in lieu of Public Holidays); and

(bb) Sundays - time and three quarters.

(ii) These rates are paid in addition to but not compounded on the casual loading provided for Clause 17 – Casual Employment.

(d) An Employee rostered off duty on a Public Holiday will be paid at ordinary rates for such day or, subject to agreement between the Employer and the Employee, be allowed a day's leave with pay in lieu of the holiday to be added to the Employee's next annual leave entitlement or taken at a mutually convenient time within a period of one (1) year.

(e) Pro Rata Additional Annual Leave for Shift Workers

(i) An Employee engaged on shift work who is rostered to work regularly on Sundays and/or Public Holidays will be entitled to five (5) days' leave in addition to the Employee's normal entitlement to annual leave.

(ii) For the purposes of this clause, 'regularly rostered' means the Employee is rostered to and works on at least 11 Sundays and/or Public Holidays in a period of up to 12 months' continuous service.

(iii) This entitlement accrues according to the following table, provided that the maximum accrual will not exceed five (5) days (38 hours) for each completed 12 month period of continuous service.

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

(iv) Where an Employee is no longer rostered to work regularly on Sundays and/or Public Holidays they will cease to accrue the additional leave provided by this clause.

(v) The additional leave provided by this clause may be carried from one 12 month period of continuous service to another 12 month period.

(vi) The 12 month period of continuous service will not include any period of leave without pay exceeding 14 continuous calendar days.

(vii) A part time Employee is entitled to pro rata additional leave, to be calculated according to the hours the Employee worked on the Sundays and/or Public Holidays required for each accrual portion. Where these hours varied, the entitlement will be determined according to an average of the hours worked on the Sundays and/or Public Holidays required for each accrual portion.

(f) Additional leave provided by subclause 23.2(e) will not be subject to the annual leave loading prescribed by subclause 24.15(a) Annual Leave loading – Shift Workers.

(g) Work performed by an Employee in excess of the ordinary hours of the Employee's shift or on a rostered day off will be paid in accordance with the overtime provisions of Clause 22 – Overtime.

(h) (i) When an Employee begins or ceases a shift between the hours of 11.00pm and 7.00am and no public transport is available, reimbursement at the appropriate rate of hire prescribed by Clause 57 – Motor Vehicle Allowance will be made if the Employee's private motor vehicle or cycle is used for the journey between the Employee's residence and Headquarters and the return journey.

Provided however, that any Employee who elects to be permanently retained on a fixed or non-rotating shift that begins or ceases between or on the hours of 11.00pm and 7.00am will not be eligible to claim this reimbursement.

(ii) The provisions of this subclause will only be applied to Employees living and working within the Metropolitan Area.

23.3 Hours of Duty and Rosters

(a) An Employee engaged on shifts will work a 76-hour fortnight, exclusive of meal intervals, on the basis of not more than 10 shifts per fortnight of not more than seven (7) hours and 36 minutes duration. Provided that where agreement is reached between the Employer and the Union the length and/or number of shifts worked per fortnight may be altered.

Provided that when the agreed length of a shift is extended past seven (7) hours and 36 minutes, overtime will be payable only for time worked in excess of the rostered shift.

Provided also that whenever an agreed alteration to the number of hours per shift has occurred then the allowance per shift will be varied on a pro rata basis to reflect any variation to other than seven (7) hours and 36 minutes (7.6 hours).

(b) Meal breaks will be for a period of at least 30 minutes, but not greater than one (1) hour for each meal.

(c) Employees may be rostered to work on any of the seven (7) days of the week provided that no Employee will be rostered for more than six (6) consecutive days.

Provided that where agreement is reached between the Employer and the Union, shift workers may be exempted from this provision.

(d) The roster period will commence at the beginning of a pay period and continue for 14 consecutive days. Rosters will be available to Employees at least five (5) clear working days prior to the commencement of the roster.

(e) A roster may only be altered on account of a contingency, which the Employer could not have been reasonably expected to foresee. When a roster is altered, the Employee concerned will be notified of the changed shift 24 hours before the changed shift commences. Provided that where such notice is not given, the Employee will be paid overtime in accordance with Clause 22 – Overtime for the duration of the changed shift. This provision will not apply to an Employee who was absent from duty on the Employee's last rostered shift.

(f) An Employee will not be rostered for duty until at least 10 hours have elapsed from the time the Employee's previous rostered shift ended. Provided that where agreement is reached between the Union and the Employer the 10 hour break may be reduced to accommodate special shift arrangements, except that under no circumstances will such an agreement provide for a break of less than 8 hours.

(g) An Employee will not be retained permanently on one shift unless the Employee elects in writing.

(h) Employees will be allowed to exchange shifts or days off with other Employees provided the approval of the Employer has been obtained and provided further that any excess hours worked will not involve the payment of overtime.

PART 5 – LEAVE

24. ANNUAL LEAVE

24.1 (a) Except as provided in subclause 24.10, each Employee is entitled to four (4) weeks' leave on full pay for each year of service. Annual leave will be calculated on a calendar year basis commencing on January 1 in each year.

(b) An Employee may take annual leave during the calendar year in which it accrues, but the time during which the leave may be taken is subject to the approval of the Employer.

(c) An Employee who is first appointed after January 1 is entitled to pro rata annual leave for that year in accordance with the formula contained in subclause 24.2.

(d) To assist Employees in balancing their work and family responsibilities, an Employee may elect, with the consent of the Employer, to accrue and carry forward a maximum of two (2) years' annual leave from the date of the entitlement.

24.2 Entitlement

(a) An Employee employed after the first day of January in any year is entitled to pro rata annual leave for that year calculated on a daily basis. At the end of each calendar day of the year the Employee will accrue 0.4165 hours of paid annual leave provided the maximum accrual will not exceed 152 hours for each completed calendar year of service.

(b) If the Employer records and reports pro rata accrual of annual leave entitlements in a manner other than prescribed by this clause, that method of accrual may continue provided the record system provides the same accrual over a full year. The Employer must ensure that upon the cessation of employment, all pro rata annual leave entitlements accrued are equivalent to the pro rata annual leave entitlement provided by subclause 24.2(a).

24.3 Annual leave will be taken in one period unless otherwise approved by the Employer.

24.4 On written application, an Employee will be paid salary in advance when proceeding on annual leave.

24.5 Annual Leave at Half Pay

(a) An Employee can request that the whole or part of their accrued annual leave be taken at half pay for double the time the Employee would otherwise be entitled.

(b) Annual leave at half pay can be taken in minimum periods of (1) day of annual leave.

(c) The Employer will approve all reasonable requests for annual leave at half pay.

24.6 (a) Where the convenience of the Employer is served, the Employer may approve the deferment of the commencing date for taking annual leave, but such approval will only remain in force for a period of one (1) year.

(b) The Employer may renew the approval referred to in subclause 24.6(a) for a further period of a year or further periods of a year but so that an Employee does not at any time accumulate more than three (3) years' entitlement.

(c) Where the convenience of the Employer is served, the Employer may approve the deferment of the commencement date for taking leave so an Employee accumulates more than three (3) years' entitlement, subject to any condition which the Employer may determine.

(d) When an Employee who has received approval to defer the commencement date for taking annual leave in accordance with this subclause next proceeds on annual leave, the annual leave first accrued will be the first leave taken.

24.7 An Employee who, during an accrual period was subject to variations in ordinary working hours or whose ordinary working hours during the accrual period are less than the Employee's ordinary working hours at the time of commencement of annual leave, may elect to take a lesser period of annual leave calculated by converting the average ordinary working hours during the accrual period to the equivalent ordinary hours at the time of commencement of annual leave.

24.8 Recreational Leave Travel Concession

(a) "Recreational Leave" for the purpose of this clause shall mean annual leave or long service leave.

(b) Employees stationed in District Allowance areas 3-6 .

(i) The travel concessions contained in the following table are provided to Employees and their dependants when proceeding on Recreational Leave from Headquarters situated in District Allowance Areas 3, 4, 5 and 6, as per Clause 42.2 – District Allowance of the Award.

MODE TRAVEL		TRAVEL CONCESSION	TRAVELLING TIME
(aa)	Air	Where the Employee and their dependants travel by Air, they will receive a concession for their airfare up to the value of a return airfare to Perth.	One (1) day of travelling time each way.
(bb)	Road	Where the Employee and their dependants travel by motor vehicle, they will receive reimbursement for full motor vehicle allowance rates, up to the value of a return airfare to Perth.	Where Headquarters are 1,400km or more from Perth GPO, two and one half (2.5) days of travelling time each way. All other areas, two (2) days of travel time will be provided each way.

(c) Entitlement to Recreational Leave Travel Concessions

(i) Employees are required to serve a year in these areas before qualifying for travel concessions. However, Employees who has less than a year's service in the abovementioned areas and who are required to proceed on recreational leave to suit Dental Health Services' convenience will be allowed the concessions. The concession may also be given to an Employee who proceeds on recreational leave

before completing the year service provided that the Employee returns to the area to complete the year of service at the expiration of the period of leave.

(ii) Only one travel concession per Employee or dependant per annum is available.

(iii) Travel concessions not utilised for leave commencing within 12 months of becoming due will lapse

(iv) Employees and their dependants may utilise different modes of travel, in accordance with the travel concessions contained in the table under subclause 24.8(b)(i)

(v) Part-time Employees are entitled to travel concessions on a pro rata basis according to the usual number of hours worked per week.

(d) Eligibility for Dependants

(i) For the purposes of determining eligibility for Recreational Leave Travel Concession, a dependant shall mean:

(aa) a partner; and/or

(bb) any child who relies on the Employee for their main financial support, whether or not the child resides with the Employee.

who does not have an equivalent entitlement of any kind

(ii) For the avoidance of doubt, a child will rely on the Employee for their main financial support where that child is in receipt of income of less than half the annualised WA minimum adult wage as at 30 June of the immediate past financial year, excluding income from a disability support pension.

(e) Reimbursement of Recreational Leave Travel Concession

(i) The Employer will reimburse costs of recreational travel for the Employee and their dependants up to the cost of a flexible economy airfare to Perth, as per the schedule of fares published by Government Sector Labour Relations as at 1 July each year.

(ii) An application to claim Recreational Leave Travel Concessions must be supported by evidence. The Employer must accept evidence that would satisfy a reasonable person.

(iii) Evidence can pre-date the commencement of Recreational Leave. Employers must not deny requests or withhold payment on incurred expenses solely because the Recreational Leave has not commenced.

(iv) Payment in accordance with subclause 24.8(e)(i) will be made within two pay periods following receipt of the Employees' application to claim travel concessions and evidentiary requirements being met.

(f) Portability

(i) The Employer will approve portability of the Employee's Recreational Leave Travel Concession if:

(aa) an Employee is relocated to another region in the course of their employment; or

(bb) an Employee was, immediately prior to being employed under this Award, employed under another industrial instrument to which the Union is a party to;

and their new Headquarters remain within the District Allowance Areas as outlined in subclause 24.8(b)

(g) Travel to a regional airport for Headquarters in District Allowance areas 3-6:
In addition to the entitlement provided in subclause 24.8(b), eligible Employees who travel two hundred and forty kilometres (240 kms) or more from their Headquarters to reach the nearest regional airport to commence a period of Recreational Leave will be entitled to reasonable traveling time each way to complete their return journey.

(h) Employees whose Headquarters are located 240 kilometres or more from Perth:
Employees, other than those designated in clause 24.8(b) whose Headquarters are situated two hundred and forty kilometres (240kms) or more from Perth General Post Office and who travel to Perth for their Recreational Leave will be provided reasonable travelling time each way to complete their return journey.

24.9 On application to the Employer, a lump sum payment for the money equivalent of any:

(a) Accrued annual leave as prescribed by subclause 24.1 or subclause 24.7 will be made to an Employee who resigns, retires, is retired or in respect of an Employee who dies. The provisions of this subclause will apply to an Employee who is dismissed unless the misconduct for which the Employee has been dismissed occurred prior to the completion of the qualifying period; and

(b) pro rata annual leave will be made to an Employee who resigns, retires, is retired or in respect of an Employee who dies but not to an Employee who is dismissed.

24.10 An Employee who has been permitted to proceed on annual leave and who ceases duty before completing the required continuous service to accrue the leave must refund the value of the unearned pro rata portion calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of an Employee.

24.11 When computing the annual leave due under this clause, no deduction will be made from such leave in respect of the period an Employee is on annual leave, observing a Public Holiday prescribed by this Agreement, or absence on personal leave with or without pay, but excludes any period exceeding two (2) weeks during which the Employee is absent on leave without pay.

24.12 Every Employee, other than an Employee referred to in subclause 24.7, to whom the Employer has granted annual leave in excess of four (4) weeks because of special circumstances will be credited with such additional leave on a pro rata basis according to the following formula:

Completed Month of Service	Pro rata Annual Leave (working days)	
	Five (5) Additional Days	Ten (10) Additional Days
1	Nil	Nil
2	Nil	1
3	1	2
4	1	3
5	2	4
6	2	5
7	2	5
8	3	6
9	3	7
10	4	8
11	4	9

24.13 Notwithstanding the foregoing, but subject to subclause 24.1(d), the Employer may direct an Employee to take accrued annual leave and may determine the date on which such leave will commence. Should the Employee not comply with the direction, disciplinary action may be taken against the Employee.

24.14 Annual Leave loading – Employees Other than Shift Workers

(a) A loading of 17.5% calculated on the ordinary rate of salary for a maximum of four (4) weeks annual leave will be paid to Employees on the first pay period in December in the calendar year in which the leave accrues.

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

(c) The maximum payment for the loading provided for in subclause 24.14(a) will be equivalent to 17.5% of four (4) weeks' salary of a General Division Level 8.1 Employee under the Public Sector CSA Agreement 2024 or its replacement as at 1 January in the calendar year in which it accrues.

(d) Part-time Employees will be paid a proportion of the annual leave loading at the salary rate applicable, provided that the maximum loading payable will be calculated in accordance with the following:

$$\frac{\text{Average hours of work per fortnight in the calendar year in which the leave accrues}}{76} \times \frac{\text{Maximum loading in accordance with clause 24.14(c)}}{1}$$

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

(ii) Any allowance paid to an Employee for undertaking higher duties is only included if the allowance is payable during any period of leave taken during the calendar year as provided for under Clause 54 – Higher Duties Allowance of this Agreement.

(f) An Employee must refund any leave loading paid in December if the Employee resigns, or ceases employment, or where an Employee is dismissed prior to 31 December of that year. This provision does not apply in the event of death of an Employee or if the Employee retires.

(g) Where payment in lieu of accrued or pro rata annual leave is made on the death or retirement of an Employee, a loading calculated in accordance with the terms of this clause is to be paid on accrued and pro rata annual leave.

(h) When an Employee resigns, or ceases employment, or where an Employee is dismissed, annual leave loading will be paid as follows:

(i) Accrued entitlements to annual leave – a loading calculated in accordance with the terms of this clause for accrued leave is to be paid.

(ii) Pro rata annual leave – no loading is to be paid.

24.15 Annual Leave loading – Shift Workers

(a) Subject to the provisions of subclauses 24.4 and 24.8 inclusive, shift workers who are granted an additional week's penalty leave when proceeding on annual leave including accumulated annual leave will be paid:

(i) shift and weekend penalties the Employee would have received had the Employee not proceeded on annual leave; or

(ii) loading equivalent to 20% of normal wages for five (5) weeks' leave;

whichever is greater.

(b) (i) Subject to the provisions of subclause 24.7 the loading is paid on a maximum of four (4) weeks' annual leave, or five (5) weeks' in the case of shift workers who are granted an additional week's penalty leave. Payment of the loading is not made on additional leave granted for any other purpose.

(ii) Maximum payment to shift workers who are granted an additional week's leave will be equivalent to 17.5% of five (5) weeks' salary of a General Division Level 8.1 employee under Public Sector CSA Agreement 2024 or its replacement as at 1 January in the calendar year in which it accrues.

(c) Annual leave commencing in any year and extending without a break into the following year attracts the loading calculated on the salary rate applicable on the day the leave commenced. The maximum loading payable will be that applicable on the day the leave is commenced.

(d) The loading payable on approved accumulated annual leave will be at the rate applicable at the date the leave is commenced. Under these circumstances an Employee can receive

up to the maximum loading for the approved accumulated annual leave in addition to the loading for the current year's entitlement.

(e) A pro rata loading is payable on periods of approved annual leave less than four (4) weeks.

(f) The loading is calculated on the salary rate the Employee receives at the commencement of leave under Schedule 2 – Salaries and, where applicable, will include district allowance, higher duties allowance, but only where the specific conditions of Clause 54 – Higher Duties Allowance are satisfied.

(g) Where payment in lieu of accrued or pro rata annual leave is made on the death, dismissal, resignation or retirement of an Employee, a loading calculated in accordance with the terms of this clause is to be paid. Provided that no loading will be payable in respect of pro rata annual leave paid on resignation or where an Employee is dismissed for misconduct.

(h) Part-time Employees will be paid a pro rata loading at the salary rate applicable.

(i) An Employee who has been permitted to proceed on annual leave and who ceases duty before completing the required continuous service to accrue the leave must refund the value of the unearned pro rata portion; provided that no refund will be necessary in the event of the death of an Employee.

24.16 Employee Initiated Cash Out of Accrued Annual Leave

(a) The parties agree on the importance of Employees taking annual leave for the purposes of rest and recreation.

(b) This clause, however, recognises that notwithstanding the importance of leave referred to in subclause 24.16(a) some Employees may have excess and overdue annual leave. This clause at the initiative of the Employee provides for Employees to receive payment in lieu of some of their unutilised accrued annual leave.

(i) Subject to subclause 24.16(c), the Employer and Employee may agree that the Employee forego part of the Employee's entitlement to accrued annual leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made.

(ii) The payment includes applicable annual leave loading in accordance with subclauses 24.14 and 24.15 of this Agreement.

(c) The following criteria will apply to the cashing out of accrued annual leave:

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

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

(iii) there is an annual leave entitlement that has accrued in previous years; and

(iv) no more than 50% of the Employee's total accrued annual leave entitlement can be cashed out; and

(v) the remaining entitlements are not less than two (2) weeks accrued annual leave; and

(vi) each instance of cashing out of annual leave must be a separate written agreement between the Employer and Employee; and

(vii) Annual leave accruing in the year the request for cashing out is made cannot be cashed out in that year.

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

24.17 Pro rata additional Annual Leave for North West Employees

(a) An Employee whose Headquarters are located north of 26 degrees South Latitude will be entitled to 38 hours leave in addition to the Employee's normal entitlement to annual leave.

(b) The intention of this clause is to provide the additional leave for North West Employees on a pro rata basis without the requirement for an Employee to first complete 12 months continuous service in the North West. An Employee will therefore accrue 0.10410 hours of paid additional annual leave at the end of each calendar day of the year, provided that the maximum accrual will not exceed 38 hours for each completed 12-month period of continuous service.

(c) An Employee may proceed on leave by accessing the pro rata entitlement provided in clause 24.1(a).

(d) Where an Employee is no longer located north of 26 degrees South Latitude they will cease to accrue the additional leave provided by this clause.

(e) The additional leave provided by this clause may be carried from one 12month period of continuous service to another 12-month period.

(f) Employees will not accrue additional leave for any period of leave without pay exceeding 14 continuous calendar days. The 12-month period of continuous service will not include any period of leave without pay exceeding 14 continuous calendar days.

(g) The provisions of this clause do not apply to an Employee who is in receipt of additional leave as provided by Clause 38 – Weekend Absence from Residence of this Agreement.

25. CHRISTMAS/NEW YEAR CLOSEDOWN

Observation of a closedown

25.1 The Employer may observe a closedown over the Christmas/New Year period for the whole or part of the Employer's agency.

25.2 The dates/duration of the closedown will be at the discretion of the Employer, but will not exceed five (5) working days.

Notification of a closedown

25.3 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

25.4 Employees may access the following forms of paid leave to cover the closedown period:

(a) flexitime credit and banked hours;

(b) rostered days/hours off; or

(c) time in lieu of overtime.

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

(a) annual leave; or

(b) accrued long service leave.

25.6 Employees who do not currently participate in existing flexi-leave arrangements may alternatively accrue banked hours throughout the calendar year, for the purpose of the closedown period, pursuant to Clause 20– Hours of this Agreement.

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

25.8 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:

(a) Employees engaged during the calendar year immediately preceding the closedown who have not accrued sufficient banked hours to cover the period of the close down; or

(b) Employees who have not accrued sufficient banked hours to cover the period of the close down and have exhausted their paid leave credits.

Managing debit hours/days

25.9 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.

25.10 Notwithstanding the provisions contained in subclause 20.10 (d), 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.

26. PERSONAL LEAVE

Introduction

26.1 The intention of personal leave is to give Employees and Employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal Leave replaces sick, paid carer's leave and short leave.

26.2 Personal leave is not for circumstances normally met by other forms of leave.

26.3 This clause does not apply to Casual Employees.

26.4 An Employee employed on a fixed term contract for a period of 12 months or more will be credited with the same entitlement as a permanent Employee. An Employee on a fixed term contract for a period less than 12 months will be credited on a pro rata basis for the period of the contract.

26.5 A part-time Employee will be entitled to the same personal leave credits as a full-time employee but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave will only be made for those hours that would normally have been worked had the Employee not been on personal leave.

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

Entitlement

26.7 The Employer will credit each permanent, full-time Employee with 114 personal leave credits for each year of continuous service as follows:

	Personal Leave
On the day of initial appointment	64.6 hours
On completion of 6 months continuous service	49.4 hours
On the completion of 12 months continuous service	114 hours
On the completion of each further period of 12 months continuous service	114 hours

26.8 In the year of accrual the 114 hours personal leave entitlement may be accessed for illness or injury, carer's leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each year of accrual, unused personal leave from that year is cumulative and hence added to personal leave accumulated from previous years.

26.9 Personal leave will not be debited for Public Holidays that the Employee would have observed.

26.10 Personal leave may be taken on an hourly basis.

26.11 War caused illnesses

(a) An Employee who produces a certificate from the Department of Veterans' Affairs stating that the Employee suffers from war caused illness may be granted special personal leave credits of 114 hours (15 standard hour days) per annum on full pay in

respect of that war caused illness. These credits will accumulate up to a maximum credit of 342 hours (45 standard hour days), and will be recorded separately to the Employee's normal personal leave credit.

(b) Every application for personal leave for war caused illness will be supported by a certificate from a registered medical practitioner as to the nature of the illness.

Mental Health

26.12 The Employer is committed to providing mentally healthy workplaces. This includes working to eliminate stigma associated with mental health in the workplace and provide support and assistance to Employees (e.g. through employee assistance programs and training) to manage mental health.

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

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

Variation of Ordinary Working Hours

26.15 When an Employee’s ordinary working hours change during an anniversary year, personal leave credits are adjusted to reflect the pro rata portion for that anniversary year.

26.16 At the time ordinary working hours change, personal leave credits are adjusted to reflect ordinary working hours up to that point in time as a proportion of the total ordinary working hours for the anniversary year.

26.17 Personal leave is credited pro rata on a weekly basis from the time ordinary working hours change until the next anniversary date such that total hours credited for that anniversary year is on a pro rata basis according to the number of ordinary working hours for the period.

Reconciliation

26.18 At the completion of an anniversary year, where an Employee has taken personal leave in excess of their current and accrued entitlement the unearned leave must be debited at the commencement of the following anniversary year/s.

26.19 The maximum number of hours debited pursuant to clause 26.18 cannot exceed one third of the Employee’s annual entitlement. The remaining portion of unearned personal leave is to be debited at the commencement of the subsequent anniversary year/s.

26.20 Where an Employee ceases duty and has taken personal leave that exceeds the leave credited for that anniversary year, the Employee must refund the value of the unearned leave, calculated at the rate of salary as at the date the leave was taken. No refund is required in the event of the death of the Employee.

Access

26.21 An Employee is unable to access personal leave while on any period of:

(a) leave without pay;

(b) parental leave, defined under subclause 32.3 – Terms used, except where pregnancy ends without the birth of a living Child, the Child dies, or the Child or Employee is hospitalised as provided for in subclause 32.14 of this Agreement; or

(c) Annual leave, except when annual leave is re-credited in circumstances provided for in subclause 26.34 – Re-crediting annual leave of this Agreement; or

(d) Long service leave, except when long service leave is re-credited in circumstances provided for in subclause 26.35 – Re-crediting Long Service Leave of this Agreement.

26.22 If an Employee has exhausted all accrued personal leave the Employer may allow the Employee who has at least 12 months service to anticipate up to 38 hours personal leave from next year's credit. If the Employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the Employer, calculated at the wage rate as at the date the leave was taken, but no refund is required in the event of the death of the Employee.

26.23 In exceptional circumstances the Employer may approve the conversion of an Employee's personal leave credits to half pay to cover an absence on personal leave due to illness.

Application for Personal Leave

26.24 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to subclause 26.7 the Employer may grant personal leave in the following circumstances:

(a) where the Employee is ill or injured;

(b) to provide care or support to a member of the Employee's family or household who requires care or support because of an illness or injury to the member; or an unexpected emergency affecting the member;

(c) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention;

(c) for planned matters that cannot be organised outside of normal working hours, or accommodated by flexible work arrangements or other leave and which are either:

(i) of a one-off nature; or

(ii) of a regular on-going nature in relation to the management of an injury or illness affecting the Employee or a member of the Employee's family or household.

26.25 The Employer may grant two (2) days' unpaid personal leave per occasion to an Employee to provide care and support to a member of the Employee's family or household due to the birth of a child to the member. This entitlement does not of itself limit an Employee's access to paid personal leave as provided by subclause 26.24 or partner leave as provided for by subclause 32.8(d) – Concurrent Parental Leave of this Agreement. This leave may also be

substituted with accrued annual leave, long service leave, time off in lieu of overtime, flexi leave and/or banked hours to which the Employee is entitled.

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

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

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

Evidence

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

26.30 In general, supporting evidence is not required for single or two (2) consecutive day absences. Where the Employer has good reason to believe that the absence may not be reasonable or legitimate, the Employer may request evidence be provided. The Employer must provide the Employee with reasons for requesting the evidence. The leave will not be granted where the absence is not reasonable or legitimate.

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

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

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

Re-crediting Annual Leave

26.34 Where during a period of annual leave an Employee:

(a) is ill or injured for a period of at least seven (7) consecutive calendar days; and

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

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

the Employer will re-credit the Employee's annual leave and deduct from the Employee's personal leave credits for the period the Employee was ill or injured.

Re-crediting Long Service Leave

26.35 Where during a period of long service leave an Employee:

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

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

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

the Employer will re-credit the Employee's long service leave and deduct from the Employee's personal leave credits, the period the Employee was ill or injured.

Personal Leave Without Pay Whilst Ill or Injured

26.36 Employees who have exhausted their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The Employer will not unreasonably withhold this leave.

26.37 Personal leave without pay not exceeding a period of three (3) months in a continuous absence does not affect annual increment dates, anniversary date of personal leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three (3) months in a continuous absence, the period in excess of three (3) months is excised from qualifying service.

26.38 Personal leave without pay is not available to Employees who have exhausted their personal leave entitlements and are seeking leave for circumstances outlined in subclauses 26.24(b), (c) and (d) or subclause 26.25. However, other forms of leave including unpaid carer's leave and leave without pay may be available.

Other Conditions

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

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

Workers' Compensation

26.41 Where an Employee suffers a disease or injury within the meaning of section 5 of the *Workers Compensation and Injury Management Act 2023* (WA) which necessitates that Employee being absent from duty, personal leave with pay will be granted to the extent of

personal leave credits. In accordance with section 61(3) of the *Workers Compensation and Injury Management Act 2023* (WA) where the claim for worker's compensation is decided in favour of the Employee, personal leave credit must be reinstated.

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

26.43 Subject to subclause 26.42:

(a) A period of personal leave without pay granted to an Employee on account of illness or injury compensable under the provisions of the *Workers Compensation and Injury Management Act 2023* (WA) does not affect salary increment dates, provided the period of leave granted does not exceed six (6) months in a continuous absence.

(b) Where the period of personal leave without pay granted does exceed six (6) months in a continuous absence, only the period in excess of six (6) months is excised from qualifying service.

Portability

26.44 The Employer will credit an Employee additional personal leave credits up to those held at the date that Employee ceased previous employment provided:

(a) immediately prior to commencing employment, the Employee was employed in the service of one of the following (or their replacements):

(i) the Commonwealth Government of Australia;

(ii) any other state of Australia;

(iii) a department, SES organisation, or non-SES organisation as defined in the *Public Sector Management Act 1994* (WA);

(iv) statutory authorities listed in Schedule 1 – Statutory Authorities of the *Financial Management Act 2006* (WA);

(v) Houses of Parliament of the State under the separate control of the President or Speaker or under their joint control;

(vi) the Health Education Council; or

(vii) the Western Australian Board of the Nursing and Midwifery Board of Western Australia.

(b) the Employee's employment with the Employer commenced no later than one week after ceasing previous employment, and

(c) the Personal Leave credited in accordance with this clause will be no greater than that which would have applied had the entitlement accumulated whilst employed by the previous employer.

26.45 The maximum break in employment permitted by subclause 26.44(b), may be varied by the approval of the Employer provided that where employment with the public authority of Western Australia commenced more than one (1) week after ceasing the previous employment, the period in excess of one (1) week does not exceed the amount of accrued and pro rata annual leave paid out at the date the Employee ceased with the previous employer.

Travelling time for Regional Employees

26.46 Subject to the evidence requirements set out in subclauses 26.29 to 26.33, if a regional Employee or a regional Employee's dependent or member of the Employee's household requires medical attention at a medical facility in Western Australia located 240 kilometres or more from their workplace will be granted paid travel time undertaken during the employee's ordinary working hours up to a maximum of 38 hours per annum.

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

26.48 The provisions of subclauses 26.46 and 26.47 are not available to Employees whilst on leave without pay or personal leave without pay.

26.49 The provisions of subclauses 26.46 and 26.47 apply as follows.

(a) An Employee employed on a fixed term contract for a period greater than 12 months, will be credited with the same entitlement as a permanent Employee for each full year of service and pro rata for any residual portion of employment.

(b) An Employee employed on a fixed term contract for a period less than 12 months will be credited with the same entitlement on a pro rata basis for the period of employment.

(c) A part-time Employee will be entitled to the same entitlement as a full-time Employee for the period of employment, but on a pro rata basis according to the number of ordinary hours worked each fortnight.

(d) The provisions do not apply to Casual Employees.

27. FAMILY AND DOMESTIC VIOLENCE LEAVE

27.1 The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work, the Employer is committed to providing support to Employees who experience family and domestic violence.

27.2 An Employee will not be discriminated against because of their disclosure of, experience of, or perceived experience of, family and domestic violence.

27.3 The Employer will not tolerate Employees perpetrating family and domestic violence in or from the workplace. Employees must not use work facilities to perpetrate family and domestic violence. Any such conduct may constitute a breach of discipline.

Definitions of Family and Domestic Violence

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

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

(i) is physically or sexually abusive; or

(ii) is emotionally or psychologically abusive; or

(iii) is economically abusive; or

(iv) is threatening; or

(v) is coercive; or

(vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or

(vii) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

Access to family and domestic violence leave

27.5 In accordance with the following subclauses, an Employee, including a Casual Employee, may apply for leave to deal with activities related to family and domestic violence. The Employer will assess each application and give consideration to the personal circumstances of the Employee seeking the leave.

27.6 Such activities related to family and domestic violence may include attendance at medical appointments; legal proceedings; counselling, appointments with a medical or legal practitioner; relocation or making other safety arrangements; and other matters of a compassionate or pressing nature related to the family and domestic violence which arise without notice and require immediate attention.

27.7 Subject to clauses 27.5 and 27.6, an Employee experiencing family and domestic violence will have access to 10 non-cumulative days per year of paid family and domestic violence leave, in addition to their existing leave entitlements.

27.8 Upon exhaustion of the leave entitlement in clause 27.7, Employees will be entitled to up to two (2) days unpaid family and domestic violence leave on each occasion.

27.9 Family and domestic violence leave does not affect salary increment dates, long service leave entitlements or annual leave entitlements.

27.10 Subject to the Employer's approval of the application, family and domestic violence leave may be taken as whole or part days off.

27.11 Application of the leave entitlement for Casual Employees will be considered by the Employer on a case by case basis.

Notice and Evidentiary Requirements

27.12 The Employee will give their Employer notice as soon as reasonably practicable of their request to take leave under this clause.

27.13 Supporting evidence of family and domestic violence may be required to access paid leave entitlements however this should not be onerous on the Employee. Leave can be granted without supporting documentation where the Employer is satisfied it is not required.

27.14 Evidence may be in the form of a document issued by the police, a court, a legal service, a health professional, or a counsellor, or a refuge service. A statutory declaration may also be provided.

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

Access to other forms of leave

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

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

27.18 Forms of other paid leave include:

(a) personal leave entitlements; and/or

(b) annual leave; and/or

(c) accrued long service leave; and/or

(d) purchased leave; and/or

(e) accrued time off in lieu of overtime, flexi leave or banked hours.

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

Confidentiality

27.20 The Employer will take all reasonable steps to ensure any information disclosed by Employees regarding family violence is kept strictly confidential. Disclosure will be on a need-to-know basis only and only to maintain safety. Where possible, disclosure will only occur with the express consent of the Employee.

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

27.22 Only the Employee will retain a copy of evidence for accessing family and domestic violence leave and information will not be kept on an Employee's personnel file unless otherwise agreed. The Employer will record that any evidence produced was sighted.

27.23 Subsequent disclosure within Dental Health Services should be on a need-to-know basis, for example if there is a potential for workplace safety to be impacted and generally with the consent of the Employee.

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

Contact person

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

Individual Support

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

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

(b) make workplace modifications including changes to the Employee's telephone number and email address and, where appropriate/practicable, the Employee's work location.

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

Workplace Safety

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

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

28. LONG SERVICE LEAVE

28.1 Subject to subclause 28.5 an Employee commencing employment on or after 15 January 2014 will be entitled to 13 weeks' long service leave after the completion of 10 years' continuous service with the Employer on full pay.

28.2 For each subsequent period of seven (7) years' service an Employee will be entitled to an additional 13 weeks' long service leave on full pay.

28.3 Employees appointed before 15 January 2014 will accrue 13 weeks' long service leave after the completion of seven (7) years' continuous service with the Employer on full pay.

28.4 Subject to the Employer's convenience, the Employer may approve an Employee's application to take a complete entitlement of long service leave on full pay or half pay for

double the period accrued, or may allow an Employee to take the leave in minimum periods of one (1) day.

(a) In these circumstances the leave actually taken is 50 percent of the accrued entitlement assessed.

(b) Where Employees proceed on long service leave on double pay in accordance with this subclause, the entitlement accessed is excised for the purpose of continuous service in accordance with subclause 28.5.

28.5 For the purposes of determining an Employee's long service leave entitlement under subclauses 28.1, 28.2 and 28.3 the expression continuous service includes any period during which the Employee is absent on full pay or part pay from the Employee duties, but does not include any:

(a) period exceeding two (2) weeks during which the Employee is absent on leave without pay or Parental leave without pay, unless the Employer determines otherwise;

(b) period during which the Employee is taking long service leave entitlement or any portion thereof except in the case of subclause 28.13 when the period excised will equate to a full entitlement of 13 weeks;

(c) service by an Employee who resigns, is dismissed or whose services are otherwise terminated other than service prior to such resignation, dismissal or termination when that prior service had actually entitled the Employee to the long service leave provided under this clause;

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

28.6 Should any day observed as a Public Holiday fall within an Employee's period of approved long service leave and is observed on a day which in the case of that Employee would have been an ordinary working day, the Employee:

(a) is taken not to be on paid long service leave on that Public Holiday; and

(b) is entitled to be absent from work on that Public Holiday; and

(c) is entitled to be paid for that Public Holiday in accordance with clause 35.

28.7 (a) Long service leave will be taken within three (3) years of it becoming due, at the convenience of the Employer. Provided that the Employer may approve the deferment of long service leave in exceptional circumstances. Provided further that such exceptional circumstances will include retirement within five (5) years of the date of entitlement.

(b) Approval to defer the taking of long service leave may be withdrawn or varied at any time by the Employer giving the Employee notice in writing of the withdrawal or variation.

28.8 On application to the Employer a lump sum payment for the money equivalent of any:

(a) long service leave entitlement for continuous service as provided in subclause 28.1 and subclauses 28.2 will be made to an Employee who resigns, retires, is retired or is dismissed or in respect of an Employee who dies;

(b) pro rata long service leave based on continuous service of a lesser period than that provided in subclauses 28.1 and 28.2 for a long service leave entitlement will be made:

(i) to an Employee who retires at or over the age of 55 years or who is retired on the grounds of ill health, if the employee has completed not less than 12 months' continuous service before the date of retirement;

(ii) to an Employee who, not having resigned, is retired by the Employer for any other cause, if the Employee has completed not less than three (3) years continuous service before the date of retirement; or

(iii) in respect of an Employee who dies, if the Employee has completed not less than 12 months' continuous service before the date of death.

(c) in the case of a deceased Employee, payment will be made to the estate of the Employee unless the Employee is survived by a legal dependant approved by the Employer, in which case payment will be made to the legal dependant.

28.9 The calculation of the amount due for long service leave accrued and for pro rata long service leave will be made at the rate of salary of an Employee at the date of retirement or resignation or death, whichever applies.

28.10 An Employee prior to commencing long service leave may request approval for the substitution of another date for commencement of long service leave and the Employer may approve such substitution.

28.11 Portability

(a) Notwithstanding the provisions contained in this subclause where an Employee was, immediately prior to being employed by the Employer, employed in the service of the public service in Western Australia or any other state body in Western Australia that Employee will be entitled to long service leave determined in the manner contained in this subclause. Provided that the period immediately prior to being employed and the date the Employee ceased the previous employment described in this subclause does not exceed one (1) week or a further period as determined by the Employer.

(b) (i) The pro rata portion of long service leave to which the Employee would have been entitled to up to the date of appointment will be calculated in accordance with the provisions that applied to the previous employment referred to. However, 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 will be deducted from any long service leave to which the Employee may become entitled to under this clause.

(ii) The balance of long service leave entitlement of the Employee will be calculated in accordance with the provisions contained in this clause.

(c) Nothing in this clause confers on any Employee previously employed by those bodies specified in subclause 28.11(a) any entitlement to a complete period of long service leave that accrued in the Employee's favour prior to the date on which the Employee commenced employment with the Employer.

28.12 An Employee who has elected to retire at or over the age of 55 years and who will complete not less than 12 months' continuous service before the date of retirement may make application to take pro rata long service leave before the date of retirement.

28.13 Compaction of Long Service Leave

(a) A full-time Employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full and part-time basis may elect to take a lesser period of long service leave calculated by converting the part-time service to equivalent full-time service.

(b) A full-time Employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on a part-time basis may elect to take a lesser period of long service leave calculated by converting the part-time service to equivalent full-time service.

28.14 Long Service Leave on Double Pay

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

(b) Where Employees proceed on long service leave on double pay in accordance with this subclause, the entitlement accessed is excised for the purpose of continuous service in accordance with subclause 28.5.

28.15 Cash Out of Accrued Long Service Leave Entitlement

(a) Employees may by agreement with their Employer, cash out any portion of an accrued entitlement to long service leave, provided the Employee proceeds on a minimum of 10 days annual leave in that calendar year.

(b) Where Employees cash out any portion of an accrued entitlement to long service leave in accordance with this subclause, the entitlement accessed is excised for the purpose of continuous service in accordance with subclause 28.5.

28.16 Early Access to Prospective Pro Rata Long Service Leave

(a) For the purposes of this clause, 'Employee' includes full-time, part-time, permanent and fixed term contract Employees.

(b) Subject to subclause 28.16(d), an Employee under a 10 year accrual basis who has completed seven (7) years of continuous service, may access pro-rata long service leave at the rate of 6.5 days per completed 12 month period of continuous service, with the agreement of the Employer.

(c) In the case of Employees who are who are within seven (7) years of their preservation age under Western Australian Government superannuation arrangements may, with the agreement of their Employer, choose early access to their long service leave at the following rate:

(i) Employees under a 10 year accrual basis may access pro rata long service leave at the rate of 6.5 days per completed 12 month period of continuous service.

(ii) Employees under a 7 year accrual basis may access pro rata long service leave at the rate of 9.28 days per completed 12 month period of continuous service.

(d) Part-time Employees have the same entitlement as full-time Employees, with their entitlement calculated on a pro rata basis according to any variations to their ordinary working hours during the accrual period.

(e) Under this subclause, pro rata long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.

(f) Employees may by agreement with their Employer:

(i) clear pro rata entitlement to long service leave in minimum periods of one (1) day; and/or-

(ii) access pro-rata long service leave at half, full or double pay.

(g) Where Employees access pro rata long service leave early, any period of leave taken will be excised for the purpose of continuous service in accordance with subclause 28.5.

29. LONG SERVICE LEAVE FOR CASUAL EMPLOYEES

29.1 A Casual Employee will be entitled to 13 weeks' paid long service leave, taken in one (1) continuous period, on the completion of 10 years of continuous service and an additional 13 weeks' paid long service leave for each subsequent period of seven (7) years of completed continuous service.

29.2 Payment while on long service leave will be at the Casual Employee's ordinary rate of pay plus payment of the casual loading provided for at subclause 17.3 of this Agreement.

29.3 On application by the Casual Employee, the Employer may approve a Casual Employee taking:

(a) Any accrued entitlement to long service leave in minimum periods of one (1) day.

(b) Double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on normal pay, as prescribed at subclause 29.2, or half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on normal pay.

(c) Any portion of their long service leave entitlement on normal pay, as prescribed at subclause 29.2, or double such period on half pay or half such period on double pay.

29.4 A Casual Employee may, with the Employer's agreement, cash out any portion of a long service leave entitlement accrued under subclause 29.1 in lieu of taking the leave.

29.5 Long Service Leave on termination

(a) A Casual Employee who ceases employment in the WA health system will, on application to the Employer, receive a lump sum payment for the money equivalent of any accrued long service leave, including for an Employee who resigns, retires, is retired or is dismissed or in respect of an Employee who dies.

(b) Pro rata long service leave based on continuous service of a lesser period than that provided in subclause 29.1 of this Agreement will be made:

(i) to an Employee who retires at or over the age of 55 years or who is retired on the grounds of ill health, if the Employee has completed not less than 12 months' continuous service before the date of retirement;

(ii) to an Employee who, not having resigned, is retired by the Employer for any other cause, if the Employee has completed not less than three (3) years continuous service before the date of retirement; or

(iii) in respect of an Employee who dies, if the Employee has completed not less than 12 months' continuous service before the date of death.

(c) In the case of a deceased Employee, payment will be made to the estate of the Employee unless the Employee is survived by a legal dependant approved by the Employer, in which case payment will be made to the legal dependant.

(d) The calculation of the amount due for long service leave accrued and for pro rata long service leave will be made at the rate of salary of an Employee at the date of retirement or resignation or death, whichever applies.

30. PURCHASED LEAVE – 42/52 ARRANGEMENT

30.1 The Employer and the Employee may agree to enter into an arrangement whereby the Employee can purchase up to 10 weeks additional leave.

30.2 The Employer will assess each application for a 42/52 salary arrangement on its merits and give consideration to the personal circumstances of the Employee seeking the arrangement.

30.3 Where an Employee is applying for purchased leave of between five (5) and 10 weeks, the Employer will give priority access to those Employees with caring responsibilities.

30.4 In order to access approved Purchased Leave, an Employee must:

(a) satisfy the Employer's accrued leave management policy; and

(b) take one (1) week annual leave if purchasing nine (9) weeks' leave; or

(c) take two (2) weeks annual leave if purchasing 10 weeks leave.

30.5 Notwithstanding subclauses 30.4(b) and 30.4(c), the Employer may allow an Employee to access purchased leave before they have accessed one (1) or two (2) weeks' annual leave, whichever applies, where the Employee requests it. Any such request may only be refused by the Employer if there are reasonable grounds to do so.

30.6 The provisions of subclauses 30.4(b) and 30.4(c) do not apply to an Employee who purchases less than nine (9) weeks leave.

30.7 An agreement to take reduced salary spread over the 52 weeks of the year will yield the following amounts of purchased leave.

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

30.8 (a) Purchased leave is not able to be accrued. The Employee is entitled to pay in lieu of any purchased leave not taken. In the event that the Employee is unable to take such purchased leave, their salary will be adjusted in the last pay period in February to take account of the fact that time worked during the year was not included in their salary.

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

30.9 (a) Where an Employee who is in receipt of an allowance provided for in Clause 54 – Higher Duties Allowance proceeds on any period of purchased leave, the Employee will not be entitled to receive payment of the allowance for any period of purchased leave.

(b) Other than when an Employee is on a period of purchased leave, the higher duties allowance component of an Employee's salary will not be affected by an agreement to reduce the Employee's salary for purchased leave purposes.

30.10 Overtime is paid at the ordinary rate of salary and not the reduced rate. This will also apply where overtime is referred to as a percentage of salary.

30.11 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 year.

31. PURCHASED LEAVE – DEFERRED SALARY ARRANGEMENT

31.1 With the written agreement of the Employer, an Employee may elect to receive, over a four (4) year period, 80% of the salary they would otherwise be entitled to receive in accordance with this Agreement.

31.2 The Employer will assess each application for deferred salary on its merits and give consideration to the personal circumstances of the Employee seeking the leave.

31.3 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.

31.4 Where an Employee completes four (4) years of deferred salary service and is not required to attend duty in the following year, the period of non-attendance will not constitute a break in service and will count as service on a pro rata basis for all purposes.

31.5 An Employee may withdraw from this arrangement prior to completing a four (4) 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.

31.6 The Employer will ensure that superannuation arrangements and taxation effects are fully explained to the Employee by the relevant authority. The Employer will put any necessary arrangements into place.

31.7 Variation of the Arrangements

As an alternative to subclause 31.5, and only by mutual agreement of the Employer and the Employee, the provisions of the deferred arrangement may be varied subject to the following:

(a) the term of the arrangement will not extend beyond that contemplated by this clause;

(b) any variation will not result in any consequential monetary or related gain or loss to either the Employer or the Employee; and

(c) the percentage of salary to apply during the 12 months leave as specified in subclause 31.3 will be calculated as 80% of the average ordinary prescribed hours worked over the previous four (4) years.

32. PARENTAL AND RELATED LEAVE

32.1 This clause replaces the Parental Leave provisions contained in clause 28 – Parental Leave of the Award.

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

32.3 In this clause —

(a) "adoption" includes the making of a parentage order under the *Surrogacy Act 2008* (WA);

(b) "comparable position" means a position with equivalent classification level, pay, conditions and status as an Employee's position and that is commensurate with their skills and abilities;

(c) "Concurrent Leave" means unpaid Parental Leave taken by an Employee under subclause 32.8(d);

(d) "Flexible Parental Leave" means unpaid Parental Leave taken by an Employee under subclause 32.20;

(e) "Grandparental Leave" means leave to which an Employee is entitled under subclauses 32.33 to 32.35;

(f) "Parental Leave" means leave to which an Employee is entitled under subclauses 32.5 to 32.22;

(g) "partner" means a person who is a spouse or de facto partner;

(h) "Partner Leave" means leave to which an Employee is entitled under subclauses 32.30 to 32.32;

(i) "primary care giver of a child" means the person who is primarily responsible for the care and supervision, including day-to-day care and supervision, of the child;

(j) "public sector industrial instrument" means this Agreement, the Award or any other relevant industrial instrument that applies to the WA Public Sector.

32.4 Employees to whom this clause applies

(a) This clause applies to —

(i) permanent Employees; and

(ii) fixed term contract Employees; and

(iii) eligible Casual Employees;

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

(b) For the purposes of this clause, an eligible Casual Employee is an Employee —

(i) who has been employed in the WA Public Sector on a regular and systematic basis over a period of at least 12 months (or over a sequence of periods of a combined length of at least 12 months if any break in employment was on the Employer's initiative and did not exceed 3 months); and

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

Parental Leave

32.5 Nature of Parental Leave

(a) Parental Leave is leave taken by —

(i) a pregnant Employee in connection with the pregnancy and birth of a child; or

(ii) an Employee following the birth or adoption of a child for whom they are the primary care giver.

(b) It does not matter whether the primary care giver is a parent of the child or another person.

(c) Only one parent or other person can be the primary care giver of a child during any one particular period of time.

(d) If different WA Public Sector Employees are the primary care giver of a child during different periods of time, their entitlement to paid or unpaid Parental Leave under this clause or under any other WA Public Sector industrial instrument can be shared, but the total period of their combined entitlement to paid Parental Leave is 27 weeks.

(e) If an Employee is no longer the primary care giver of the child following the birth, their entitlement to any further Parental Leave in connection with the child ends, unless —

(i) the Employee is entitled to remain on unpaid Parental Leave because they share responsibility for the care and supervision of their child or their partner's biological child under subclause 32.8 – Special Unpaid Parental Leave entitlements for Employees who share responsibility for care and supervision of child; or

(ii) the Employee is entitled to remain on Parental Leave under subclause 32.14 - Parental Leave where pregnancy ends without birth of living child, the child dies or the child or Employee hospitalised.

(f) An Employee who commences Parental Leave does not have a separate entitlement to Unpaid Parental Leave under subclause 32.8 – Special Unpaid Parental Leave entitlements for Employees who share responsibility for care and supervision of child, if they stop being the primary care giver of their child or their partner's biological child but continue to share the responsibility for the child's care with their partner or another person.

Paid Parental Leave

32.6 Eligible Employees share a total of 27 weeks of paid Parental Leave per birth or adoption of a child with the following parameters:

(a) An eligible Employee:

(i) must be the primary care giver of the child; and

(ii) is entitled to a maximum of 18 weeks paid Parental Leave per birth or adoption.

Remaining paid Parental Leave can be accessed by another eligible Employee.

32.7 Period of Parental Leave to which an Employee is entitled

(a) An eligible Employee is entitled to 52 weeks of Parental Leave.

(b) The 52 weeks of Parental Leave comprises a maximum of 18 weeks of paid leave and 34 weeks of unpaid leave, except as provided by subclause 32.7(c)

(c) The 52 weeks of Parental Leave comprises only unpaid leave in the case of —

(i) an eligible Casual Employee; or

(ii) any other Employee who has not completed the minimum period of service required by subclause 32.9 – Minimum period of service to be eligible for paid Parental Leave, for paid leave.

(d) The period of paid Parental Leave to which an Employee is entitled can be extended by the Employee electing to take double the amount of leave on half-pay.

(e) An Employee has only a single entitlement, and not separate entitlements, to Parental Leave for children of a multiple birth or adoption.

(f) Parental Leave for a fixed term contract Employee cannot extend beyond the term of the contract.

(g) Any Public Holiday that falls during Parental Leave is counted as part of that leave and does not extend the period of Parental Leave.

(h) An Employee who is on Parental Leave is not entitled to any days in lieu of public service holidays.

32.8 Special Unpaid Parental Leave entitlements for Employees who share responsibility for care and supervision of child

(a) An Employee who shares responsibility with their partner or another person for the care and supervision of their child or their partner's biological child has the same entitlement to unpaid Parental Leave under this clause as an Employee who is the primary care giver for the child.

(b) An Employee who commences unpaid Parental Leave under this clause does not have a separate entitlement to paid or unpaid Parental Leave if they become the primary care giver of their child or their partner's biological child.

(c) It does not matter whether or not the other person with whom the Employee shares responsibility for the care and supervision of the child is —

(i) an Employee to whom this clause applies; or

(ii) the primary care giver for the child.

(d) Concurrent Leave

(i) If an Employee who shares responsibility for the care and supervision of a child takes unpaid Parental Leave under this clause, they can take unpaid Parental Leave during the same time that their partner takes unpaid Parental Leave (Concurrent Leave).

(ii) The Concurrent Leave —

(aa) must not be longer than eight (8) weeks in total; and

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

32.9 Minimum period of service to be eligible for paid Parental Leave

(a) An Employee is only entitled to a period of paid Parental Leave if, on the day Parental Leave commences, the Employee has completed at least 12 months of continuous service in the WA Public Sector immediately preceding the Parental Leave, whether on a full-time or part-time basis.

(b) For the purposes of this clause, continuous service includes any period of authorised paid leave or authorised unpaid leave not exceeding 14 days. However, continuous service includes Personal Leave without pay whilst ill or injured not exceeding three (3) months in accordance with subclause 26.36 – Personal Leave Without Pay Whilst Ill or Injured.

(c) For the purposes of this clause, continuous service includes a period of service as an eligible Casual Employee if —

(i) the eligible Casual Employee has become a permanent or fixed term contract Employee with the same Employer; and

(ii) any break between service as an eligible Casual Employee and service as a permanent or fixed term contract Employee does not exceed three (3) months.

(d) An Employee who takes Parental Leave is not required to resume work for the purposes of taking Parental Leave in connection with any subsequent pregnancy or birth or adoption of a child.

(e) An Employee on leave without pay unrelated to Parental Leave is required to resume work before taking paid Parental Leave.

32.10 Taking Parental Leave

(a) An Employee must take Parental Leave in one continuous period, except as otherwise provided by this clause.

(b) The period of Parental Leave can be interrupted by the following —

(i) any period during which the Employee substitutes other paid leave or time off as referred to in subclause 32.17 – Interaction with other leave entitlements;

(ii) any period during which the Employee engages in Special Parental Leave Employment as referred to in subclause 32.19 – Employment during unpaid Parental Leave;

(iii) any period between periods of Flexible Parental Leave taken by the Employee;

(iv) any period between separate periods of concurrent leave taken by the Employee;

(v) any period during which the Employee does not take Parental Leave as referred to in subclause 32.14 – Parental Leave where pregnancy ends without birth of living child, the child dies or the child or Employee hospitalised, because the child is hospitalised after birth.

(c) An Employee can, at any time but subject to the notice requirements of subclause 32.11 – Employee required to give notice of Parental Leave

(i) cancel or delay the commencement of their proposed Parental Leave; or

(ii) shorten their period of Parental Leave; or

(iii) extend their period of Parental Leave up to the maximum period of leave to which they are entitled.

(d) If an Employee takes less than the maximum period of Parental Leave to which they are entitled, the unused balance of leave cannot be banked or preserved in any way.

32.11 Employee required to give notice of Parental Leave

(a) An Employee who intends to take Parental Leave must give their Employer at least eight (8) weeks' written notice of —

(i) the date on which the Employee proposes to commence the leave; and

(ii) the period of leave proposed to be taken.

(b) An Employee who intends to change or cancel their Parental Leave must give their Employer at least four (4) weeks' written notice of the change or cancellation.

(c) However, an Employee is not required to give notice of the cancellation of proposed Parental Leave because the pregnancy ends without the birth of a living child or the child dies.

(d) An Employee who fails to give the required period of notice does not contravene this clause if it was not reasonably practicable for the Employee to comply because of an early birth or placement for adoption or because of other compelling circumstances.

(e) An Employee who has given notice of proposed Parental Leave is required to give their Employer before proceeding on leave, reasonable evidence detailing —

(i) in the case of a pregnant Employee – the expected date of birth (including by the provision of a medical certificate); or

(ii) in any other case – the relationship the Employee has with the child and the Employee's responsibility for the care of the child.

32.12 Commencement of Parental Leave

(a) The period of Parental Leave of a pregnant Employee in connection with the pregnancy can commence up to six (6) weeks before the expected date of birth of the child, but not later than the birth of the child.

(b) However, the period of unpaid Parental Leave of the pregnant Employee can commence on an earlier date before the birth of the child with the agreement of the Employer and Employee.

(c) The period of Parental Leave of any other Employee can commence at any time on or after:

(i) the day the Employee becomes the primary care giver of the child; or

(ii) for the purposes of subclause 32.8 – Special Unpaid Parental Leave entitlements for Employees who share a responsibility for care and supervision of a child , the day the Employee begins to share the responsibility with their partner or another person for the care and supervision of their child or their partner's biological child.

32.13 Conclusion of paid Parental Leave

(a) The period of paid Parental Leave must conclude within the period of 12 months after the birth or date of placement for adoption.

(b) The Employer can, in exceptional circumstances, allow an Employee to take paid Parental Leave after that 12 month period.

(c) An Employer can require the Employee to provide reasonable evidence that the circumstances justify the Employee taking paid Parental Leave after that 12 month period.

32.14 Parental Leave where pregnancy ends without the birth of a living child, the child dies or the child or Employee hospitalised;

(a) A pregnant Employee remains entitled to paid Parental Leave if the pregnancy ends without the birth of a living child within 20 weeks before the expected date of birth.

(b) A pregnant Employee is entitled to remain on paid Parental Leave if —

(i) the child dies or is hospitalised following the birth; or

(ii) the Employee is incapacitated as a result of the birth.

(c) An Employee is not entitled to paid Parental Leave in those circumstances for any period that the Employee has taken paid personal leave.

(d) If a pregnancy ends without the birth of a living child within 20 weeks before the expected date of birth, an Employee who would have been entitled under this clause to unpaid Parental Leave if the child had been born alive remains entitled to that unpaid Parental Leave except when the entitlement would have derived from an adoption.

(e) An Employee who has commenced Parental Leave can return to work by providing their Employer at least four (4) weeks' written notice of their return to work if:

(i) the child dies; or

(ii) the pregnancy ends without the birth of a living child within 20 weeks before the expected date of birth.

(f) If an Employee has commenced Parental Leave and the child is hospitalised immediately following the birth, the Employee can agree with their Employer not to take Parental Leave for a period while the child remains in hospital (the permitted work period).

(g) Only one permitted work period can be agreed and it ends at the earliest of the following:

(i) the time agreed by the Employee and Employer;

(ii) the end of the day of the child's first discharge from hospital after birth;

(iii) if the child dies before being discharged – the end of the day the child dies.

(h) The Employer can require the Employee to provide reasonable evidence that the child has been hospitalised following the birth and that the Employee is fit for work (including by the provision of a medical certificate).

32.15 Provisions relating to payment of paid Parental Leave

(a) An Employee entitled to paid Parental Leave is to be paid according to their ordinary working hours at the commencement of Parental Leave.

(b) In the case of a part-time Employee, the Employee is to be paid according to the average hours worked over the period of 12 months immediately preceding the commencement of Parental Leave if those average hours exceed ordinary working hours at the commencement of Parental Leave.

(c) An Employee can elect to be paid in advance for paid Parental Leave or elect to be paid on a fortnightly basis during that leave.

(d) Allowances or penalties for shift or weekend work are not payable during paid Parental Leave.

(e) An Employee who was in receipt of higher duties allowances for a continuous period of 12 months immediately preceding the commencement of Parental Leave is to continue to be paid the higher duties allowances during the first four (4) weeks of paid Parental Leave. If the Employee has elected to take Parental Leave on half-pay, the higher duties allowances are payable at the full rate for those first four (4) weeks of paid leave only.

(f) If the employment of an Employee who is being paid Parental Leave on half-pay is terminated through no fault of the Employee, the Employee is to be paid out any period of unused paid Parental Leave that is equivalent to the period of leave the Employee would have accessed had they been on Parental Leave on full pay when their employment was terminated.

(g) An Employee who takes a subsequent period of paid Parental Leave without returning to work is to be paid on the basis of their employment when they commenced the original period of paid Parental Leave and is not affected by any intervening period of Special Parental Leave Employment under subclause 32.19 – Employment during unpaid Parental Leave.

(h) For the purposes of determining the amount of paid Parental Leave of an Employee to whom subclause 32.24 - Modification of duties and transfer to safe job applied, the ordinary working hours of the Employee are the ordinary working hours before the modification of or absence from work under that clause.

32.16 Extension of period of Parental Leave

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

(b) The period of extended leave is a period of Parental Leave for the purposes of this clause.

(c) Parental Leave can only be extended after the Employee has exhausted all other available paid leave entitlements.

(d) The Employer must agree to an application for the extension of Parental Leave unless the Employer has reasonable grounds to believe that agreeing to the application would have an adverse impact on the conduct of the Employer's business or operations.

(e) Before a refusal under subclause 32.16(d) the Employer must give the Employee a reasonable opportunity to discuss the application.

(f) The Employer must, as soon as practicable but not later than 21 days after an application for the extension of Parental Leave is made, give the Employee written notice of —

(i) the decision of the Employer to agree to or refuse the application; and

(ii) if the application is refused - the reasons for the refusal.

(g) An Employee who believes that their application for the extension of Parental Leave has been unreasonably refused can seek to enforce it as a minimum condition of employment and, in that case, the Employer has the onus of demonstrating that the refusal was justified in the circumstances.

32.17 Interaction with other leave entitlements

(a) An Employee entitled to unpaid Parental Leave can take any of the following to which the Employee is entitled instead of any part of that Parental Leave —

(i) accrued annual leave;

(ii) accrued long service leave;

(iii) accrued time off in lieu of overtime;

(iv) flexi leave or banked hours.

(b) The period of any such substituted leave or time off —

(i) forms part of the period of unpaid Parental Leave otherwise authorised by this clause and does not extend the period of Parental Leave; but

(ii) is treated as paid leave and not unpaid Parental Leave for the purposes of subclause 32.22 - Effect of Parental Leave on contract of employment.

(c) An Employee is not entitled to personal leave during any period of paid or unpaid Parental Leave.

32.18 Communication during Parental Leave

(a) The Employer must take all reasonable steps to inform an Employee who is on Parental Leave of any decision that significantly affects the status, responsibility level, pay or work location of the Employee and give the Employee an opportunity to discuss the effect of the decision on the Employee's position. The consultation obligations under subclause 75.3 apply to Employees on Parental Leave.

(b) An Employee on Parental Leave must notify the Employer of any change in their contact details that might affect the Employer's capacity to comply with this clause.

32.19 Employment during unpaid Parental Leave

(a) In this clause —

(i) "keeping in touch day" has the same meaning it has in section 79A of the *Fair Work Act 2009* (Cth); and is one of a maximum of 10 days on which the Employee is employed to enable them to keep in touch with their employment in order to facilitate a return to their employment after the end of Parental Leave.

(ii) "Special Parental Leave Employment" means employment of an Employee on unpaid Parental Leave —

(aa) that is of an intermittent nature or for a limited specified period (Special Temporary Employment); or

(bb) that is casual employment (other than Special Temporary Employment) on an hourly basis for a period not exceeding four (4) weeks in any period of engagement (Special Casual Employment).

(b) Despite anything to the contrary in this clause, an Employee on unpaid Parental Leave can be employed by their Employer in Special Parental Leave Employment during that unpaid Parental Leave if both parties agree in writing to that employment.

(c) Without limiting this clause, any such Special Parental Leave Employment can be employment for the purposes of a keeping in touch day.

(d) The following applies to engagement in Special Parental Leave Employment —

(i) an Employee can only engage in Special Parental Leave Employment during a period of unpaid Parental Leave that is not substituted with paid leave under subclause 32.17 - Interaction with other leave entitlements;

(ii) in the case of Special Temporary Employment – an Employee can only be employed in connection with their substantive position;

(iii) in the case of Special Casual Employment – an Employee is to be employed at a level that is commensurate with the level of the available position under this Agreement;

(iv) the period of service in Special Parental Leave Employment does not break an Employee's continuity of service or change the Employee's status in regard to their substantive employment;

(v) in the case of Special Temporary Employment - the period of Special Parental Leave Employment counts as qualifying service for all purposes under WA Public Sector industrial instruments;

(vi) in the case of Special Casual Employment - the period of Special Parental Leave Employment counts as qualifying service for the ordinary entitlements a Casual Employee would have for engaging in casual employment, but does not count as qualifying service for all other purposes under WA Public Sector industrial instruments.

(e) The following applies to the effect of Special Parental Leave Employment on unpaid Parental Leave —

(i) the period of Special Parental Leave Employment is taken to be part of the Employee's original period of unpaid Parental Leave;

(ii) an Employee who immediately resumes unpaid Parental Leave following a period of Special Parental Leave Employment is entitled to extend their period of unpaid Parental Leave by the period of that Special Parental Leave Employment (subject to giving the Employer at least four (4) weeks' written notice of the new date on which they intend to complete Parental Leave and return to work);

(iii) an Employee who does not immediately resume unpaid Parental Leave following a period of Special Parental Leave Employment cannot preserve the unused portion of leave for use at a later date.

32.20 Flexible unpaid Parental Leave

(a) An Employee can take up to 30 days of their entitlement to unpaid Parental Leave in separate periods of one or more days each as follows ("Flexible Parental Leave") —

(i) the Flexible Parental Leave can only be taken within the period of 24 months after the birth or date of placement for adoption of the child;

(ii) the Flexible Parental Leave can be taken after the Employee takes other Parental Leave in connection with the same child.

(b) However, further unpaid Parental Leave (including any extension of unpaid Parental Leave under subclause 32.16 – Extension of period of Parental Leave) cannot be taken by an Employee after any Flexible Parental Leave is taken by the Employee in connection with the same child.

(c) If an Employee takes Flexible Parental Leave, the maximum period of Parental Leave to which the Employee is entitled under this clause is calculated on the basis that the Employee takes all the Flexible Parental Leave days in a single continuous period (on the assumption that the Employee works each day that is not a Saturday or Sunday and there are no Public Holidays during that period).

32.21 Return to work on conclusion of Parental Leave

(a) An Employee who returns to work at the end of their Parental Leave is entitled to be employed in —

(i) the same position as the substantive position they held —

(aa) immediately before proceeding on Parental Leave; or

(bb) immediately before any modification of or absence from work under subclause 32.24 – Modification of duties and transfer to safe job; or

(ii) a comparable position.

(b) An Employee who returns to work at the end of Parental Leave can work on a basis modified from the basis on which they worked immediately before proceeding on Parental Leave. The modified basis can be part-time work, work on a job-share basis, work on different days or at different times (or both) or work on fewer days or for fewer hours (or both).

(c) An Employee who returns to work on a modified basis can be subsequently required by the Employer to resume work on the same basis as they worked immediately before proceeding on Parental Leave. Any such requirement can only be made if —

(i) the Employer has reasonable grounds to believe that the continuation of work on that modified basis would have an adverse impact on the conduct of the Employer's business or operations; or

(ii) the child has reached the compulsory education period under section 6 of the *School Education Act 1999* (WA).

(d) An Employee who returns to work on a modified basis can subsequently apply to the Employer to resume work on the same basis as they worked immediately before proceeding on Parental Leave. Any such application must be made in writing at least four (4) weeks before the Employee wishes to resume work on that same basis.

(e) The Employer must agree to any such application to resume work on the former basis, unless the Employer has reasonable grounds to believe that agreeing to the application would have an adverse impact on the conduct of the Employer's business or operations.

(f) The Employer must give an Employee written notice of the refusal of an application to resume work on the former basis and of the reasons for that refusal, within 21 calendar days of an application being received.

(g) An Employee who believes that their application to resume work on the former basis has been unreasonably refused can seek to enforce it as a minimum condition of employment and in that case the Employer has the onus of demonstrating that the refusal was justified in the circumstances.

32.22 Effect of Parental Leave on contract of employment

(a) Paid Parental Leave counts as qualifying service for all purposes under WA Public Sector industrial instruments.

(b) The qualifying service is to be calculated according to the number of weeks of paid Parental Leave taken at full pay (or the number of weeks that would have been taken if the Parental Leave had not been taken at half pay).

(c) Employees who take paid Parental Leave on half pay do not accrue award, agreement or other entitlements beyond those that would have accrued had they taken the leave at full pay.

(d) Absence on unpaid Parental Leave does not break the continuity of service of the Employee.

(e) In calculating a period of service for any purpose under a WA Public Sector industrial instrument, any single continuous period of unpaid Parental Leave —

(i) is not to be taken into account if it exceeds 14 calendar days; and

(ii) is to be taken into account if it does not exceed 14 calendar days.

(f) An Employee on Parental Leave can terminate their employment at any time in accordance with any applicable provision of a WA Public Sector industrial instrument.

(g) An Employer cannot terminate the employment of an Employee on the ground that the Employee has applied for Parental Leave or of their absence on Parental Leave, but otherwise any right of the Employer to terminate employment is not affected by this clause.

Special provisions relating to pregnant Employees

32.23 Fitness for work in current position

(a) If the Employer has reason to believe that the continued performance of duties by a pregnant Employee is a danger to the Employee, fellow Employees or the public, the Employer can require the employee to provide a certificate from a medical practitioner stating that the pregnant Employee is fit for work in their current position for a period stated in the certificate.

(b) The Employer is required to pay for any examination by a medical practitioner for the purposes of issuing such a certificate.

31.24 Modification of duties and transfer to safe job

(a) A pregnant Employee can work on a part-time basis in accordance with this Agreement during any one or more periods if the Employee provides the Employer with a certificate from a medical practitioner stating that part-time work is, because of the pregnancy, necessary or preferable.

(b) The work on a part-time basis must be —

(i) work in the Employee's current position or in a comparable position; and

(ii) on terms that are recorded in writing and in accordance with this Agreement.

(c) Unless otherwise agreed with the Employer, a pregnant Employee must give at least four (4) weeks' written notice to the Employer of their intention to seek a variation in the terms of their part-time work or to revert to employment on a full-time basis.

(d) If a pregnant Employee is fit for work but it is inadvisable for the Employee to continue to perform the duties of their current position for any particular period (the risk period) because of illness or risks arising from the pregnancy or because of hazards connected with their current position, the Employer must, during that period —

(i) modify the duties of the Employee; or

(ii) transfer the Employee to a safe job in a comparable position (including a position with a different number of ordinary hours agreed to by the Employee).

(e) The Employer can require the pregnant Employee to provide a certificate from a medical practitioner or other reasonable evidence that it is inadvisable for the Employee to continue to perform the duties of their current position.

(f) If the Employer considers that it is not reasonably practicable to modify the duties of the pregnant Employee or transfer the pregnant Employee to a safe job —

(i) the Employee is entitled to be absent from work during the risk period; and

(ii) the Employee is entitled to be paid the amount they would have reasonably expected to have been paid if they had worked during the risk period; and

(iii) the Employee's leave entitlements are not affected by the absence from work.

(g) Any such entitlement to be absent from work extends to an eligible Casual Employee.

(h) Any such entitlement to be absent from work ends at the earliest of the following:

(i) the end of the risk period stated in the medical certificate or other reasonable evidence provided by the Employee;

(ii) the end of the day on which the pregnancy ends (whether with or without the birth of a living child).

32.25 Unpaid Special Pregnancy Leave

(a) A pregnant Employee is entitled to unpaid leave ("Unpaid Special Pregnancy Leave") during any period that the Employee is not fit for work because —

(i) the Employee has a pregnancy related illness; or

(ii) the pregnancy ends without the birth of a living child within 28 weeks before the expected date of birth.

(b) In any such case of unfitness for work, the pregnant Employee can take any personal leave to which they are entitled instead of Unpaid Special Pregnancy Leave.

(c) A pregnant Employee must give the Employer notice of the taking of Unpaid Special Pregnancy Leave. The notice —

(i) must be given as soon as practicable (whether before or after the commencement of the leave); and

(ii) must advise the Employer of the period or expected period of the leave.

(d) The Employer can require the pregnant Employee to provide reasonable evidence that the Employee has become entitled under this clause to Unpaid Special Pregnancy Leave (including by the provision of a medical certificate).

(e) The entitlement of a pregnant Employee to Parental Leave under this clause is not reduced by any period of Unpaid Special Pregnancy Leave taken by the Employee while pregnant.

(f) Special pregnancy leave is not required to be taken in a continuous period with Parental Leave.

(g) Subclause 32.22 – Effect of Parental Leave on the contract of employment applies to Unpaid Special Pregnancy Leave in the same way as it applies to Parental Leave, with any necessary modifications.

Special provisions relating to adoption

32.26 Date of placement of child

(a) For the purposes of the provisions of this clause relating to Parental Leave following the adoption of a child by an Employee, the date of placement of a child for adoption means the earlier of the following —

(i) the date on which the Employee first takes custody of the child for adoption;

(ii) the date on which the Employee starts any travel that is reasonably necessary to take custody of the child for adoption.

32.27 Age of adopted children

(a) An Employee is not entitled to Parental Leave in connection with the adoption of a child unless —

(i) the child is (or will be) under 16 years of age as at the date or expected date of placement of the child for adoption; and

(ii) the child has not (or will not have) lived with the Employee continuously for a period of six (6) months or more as at the date or expected date of placement of the child for adoption; and

(iii) the child is not (otherwise than because of the adoption) a child or stepchild of the Employee or the Employee's partner.

32.28 Additional unpaid leave in connection with adoption

(a) An Employee seeking to adopt a child is entitled to two (2) days' unpaid leave to attend interviews or examinations required as part of the procedure for adoption.

(b) If the Employee works or resides outside the Perth metropolitan area, the Employee is entitled to an additional day's unpaid leave for that purpose.

(c) The Employee can take any accrued paid leave to which the Employee is entitled for that purpose instead of unpaid leave under this clause.

32.29 Termination of Parental Leave if adoption does not proceed

(a) If a proposed adoption for which Parental Leave has been granted does not proceed, the Parental Leave is then terminated.

(b) The Employee can take any other leave to which they are entitled instead of the terminated Parental Leave or return to work.

Partner Leave

32.30 Entitlement to Partner Leave

(a) An Employee is entitled to Partner Leave while not on Parental Leave in connection with the birth of a child to, or the adoption of an eligible adoptive child by, the Employee or the Employee's partner.

(b) Notwithstanding subclause 32.3(c), an Employee can take Partner Leave when another person takes any form of Parental Leave in connection with the same birth or adoption.

(c) An eligible adoptive child is a child —

(i) who is under the age of 16 years; and

(ii) who has not lived continuously with the Employee for six (6) months or longer; and

(iii) who is not (otherwise than because of the adoption) the child or stepchild of the Employee or the Employee's partner.

(d) Partner Leave must be taken immediately following the birth or placement of the child for adoption.

(e) Partner Leave is to be taken (subject to available credits) as any combination of the following —

(i) Paid Parental Leave

(ii) paid personal leave;

(iii) paid annual or long service leave;

(iv) paid accrued time off in lieu of overtime, flexi leave or banked hours;

(v) unpaid leave.

(f) An Employee who access paid Partner Leave pursuant to subclause 32.30(e)(i) will reduce the total amount of paid Parental Leave they can access at subclause 32.6 by a commensurate amount.

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

32.31 Period of Partner Leave to which eligible Employee entitled

(a) An eligible Employee is entitled up to five (5) weeks of Partner Leave, which cannot be refused

(b) An eligible Employee is entitled to apply to the Employer for an extension of their Partner Leave.

(c) The period of any extension of Partner Leave is to be taken as unpaid leave.

(d) The total period of Partner Leave and any extension of that leave cannot exceed eight (8) weeks.

(e) An extension of Partner Leave can be taken in separate periods of at least two (2) weeks or, with the agreement of the Employer, a shorter period.

(f) The period of any extension of Partner Leave must conclude within the period of 12 months after the birth or date of placement for adoption of the child concerned.

(g) The Employer must agree to an application for an extension of Partner Leave, unless the Employer has reasonable grounds to believe that granting the leave would have an adverse impact on the conduct of the Employer's business or operations.

(h) The Employer must give an Employee written notice of the refusal of an application for the extension of Partner Leave and of the reasons for that refusal.

(i) An Employee who believes that their application for an extension of Partner Leave has been unreasonably refused can seek to enforce it as a minimum condition of employment and in that case the Employer has the onus of demonstrating that the refusal was justified in the circumstances.

(j) An Employee has only a single entitlement, and not separate entitlements, to Partner Leave for children of a multiple birth or adoption.

32.32 Miscellaneous provisions relating to Partner Leave

(a) An Employee who intends to take Partner Leave is required to give their Employer at least four (4) weeks' written notice of —

(i) the date on which the Employee proposes to commence the leave; and

(ii) the period of leave proposed to be taken.

(b) An Employee who has given notice of proposed Partner Leave is required to give their Employer before proceeding on leave —

(i) in the case of a pregnancy – a certificate from a medical practitioner confirming the pregnancy and the expected date of birth; or

(ii) in the case of a proposed adoption – a statement of the expected date of placement of the child for adoption.

(c) Partner Leave taken by an Employee does not affect any entitlement the Employee or their partner can have to Parental Leave. However, Partner Leave that is taken by an Employee as unpaid leave counts as part of the Parental Leave entitlement of the Employee in connection with the birth or adoption of the child concerned.

(d) Any Public Holiday that falls during Partner Leave is counted as part of that leave and does not extend the period of Partner Leave.

(e) The taking of Partner Leave as personal leave does not affect an Employee's entitlement to take more than a week's personal leave for any purpose for which personal leave can be taken.

(f) An Employee is not entitled to paid personal leave while on unpaid Partner Leave.

(g) Subclause 32.22 – Effect of Parental Leave on the contract of employment applies to Partner Leave in the same way as it applies to Parental Leave, with any necessary modifications.

Grandparental Leave

32.33 Entitlement to Grandparental Leave

(a) An eligible grandparent is entitled to Grandparental Leave following the birth or adoption of a grandchild of the Employee.

(b) An eligible grandparent is an Employee who —

(i) is primarily responsible for the care and supervision of their grandchild on a part time basis; and

(ii) provides that care and supervision during what would be the Employee's ordinary hours of work (but for the Employee providing care to their grandchild).

(c) An Employee is not entitled to Grandparental Leave in connection with the adoption of a grandchild unless —

(i) the grandchild is under the age of five (5) years; and

(ii) the grandchild has not lived continuously with the adoptive parents for six (6) months or longer; and

(d) the grandchild is not (otherwise than because of the adoption) the grandchild or grand-stepchild of the Employee.

(e) An Employee has only a single entitlement, and not separate entitlements, to Grandparental Leave for grandchildren of a multiple birth or adoption.

(f) An Employee is not entitled to Grandparental Leave if they —

(i) are a Casual Employee (including an eligible Casual Employee); or

(ii) have taken or are on Parental Leave in connection with the birth or adoption of the same grandchild of the Employee.

32.34 Period of Grandparental Leave to which eligible Employee entitled

(a) An eligible grandparent is entitled to 52 weeks of unpaid Grandparental Leave.

(b) The period of Grandparental Leave -

(i) can commence any time within 24 months after the birth or date of placement for adoption of the Employee's grandchild; and

(ii) must conclude within the period of 12 months after the commencement of Grandparental Leave.

(c) With the agreement of the Employer, an Employee can take Grandparental Leave on a part time basis, provided they are primarily responsible for the care and supervision of their grandchild on those days the leave is taken.

(d) If an Employee takes less than the maximum period of Grandparental Leave to which they are entitled, the unused balance of leave cannot be banked or preserved in any way.

32.35 Miscellaneous provisions relating to Grandparental Leave

(a) An Employee who intends to take Grandparental Leave is required to give their Employer at least four (4) weeks' written notice of —

(i) the date on which the Employee proposes to commence the leave; and

(ii) the period of leave proposed to be taken.

(b) The Employer can waive the notice period in exceptional circumstances.

(c) The Employer can require an Employee who has given notice of proposed Grandparental Leave to provide reasonable evidence that the Employee is entitled to Grandparental Leave.

(d) Subclause 32.18 – Communication during Parental Leave and subclause 32.22 – Effect of Parental Leave on the contract of employment apply to Grandparental Leave in the same way as they apply to Parental Leave, with any necessary modifications.

33. SUPERANNUATION ON UNPAID PARENTAL LEAVE

33.1 In this clause, "unpaid Parental Leave" means:

(a) unpaid Parental Leave, under subclause 32.5 – Nature of Parental Leave; or

(b) Unpaid Special Pregnancy Leave under clause 32.25 - Unpaid Special Pregnancy Leave.

33.2 An Employee or eligible Casual Employee who is entitled to unpaid Parental Leave is entitled to have superannuation contributions made in respect of the period of unpaid Parental Leave taken to a maximum of 24 weeks.

33.3 Superannuation contributions made under this clause are calculated:

(a) in respect of the period of unpaid Parental Leave taken or 24 weeks, whichever is lesser;

(b) based on the amount that would have been paid to the Employee had they taken paid Parental Leave for that period and in accordance with the following:

(i) for full-time Employees – the ordinary working hours at the time of commencement of Parental Leave;

(ii) for part-time Employees – an average of the hours worked by the Employee over the preceding 12 months; or their ordinary working hours at the time of commencement of Parental Leave, whichever is greater; or

(iii) for eligible Casual Employees – an average of the hours worked by the eligible Casual Employee over the preceding 12 months;

exclusive of shift and weekend penalties.

33.4 Superannuation contributions will be paid:

(a) to the Employee's superannuation fund in respect of which superannuation contributions for that Employee are made; and

(b) at the time that the period of unpaid Parental Leave in respect of which the contributions are payable concludes.

33.5 Superannuation contributions will be made in accordance with the *State Superannuation Act 2000* (WA) and the *State Superannuation Regulations 2001* (WA).

34. FOSTER CARER'S LEAVE

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

34.2 A permanent Employee, fixed term contract Employee or Casual Employee will have access to three (3) paid days' non-cumulative leave per calendar year, up to a cap of 22.8 hours.

34.3 Employees must give reasonable notice prior to taking Foster Carer's Leave and must provide an estimate of the period of absence from work.

34.4 Employees can, by agreement with their Employer, take Foster Carer's Leave in minimum periods of one (1) hour.

34.5 Leave credits can be used to attend training associated with the Employee's foster carer responsibilities.

34.6 Employees must provide the Employer with documentation supporting their eligibility for the leave.

34.7 The entitlement to Foster Carer's Leave in accordance with subclause 34.2 for Casual Employees applies to the extent of their agreed working arrangements.

35. PUBLIC HOLIDAYS

35.1 The following days will be allowed as holidays with pay:

New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Sovereign's Birthday, Western Australia Day, Labour Day, provided that the Employer may approve another day to be taken as a holiday in lieu of any of the above mentioned days.

5.2 When any of the days mentioned in subclause 35.1, excluding Easter Sunday, falls on a Saturday or on a Sunday, the holiday will be observed on the next succeeding Monday.

(a) When Boxing Day falls on a Sunday or Monday, the holiday will be observed on the next succeeding Tuesday.

(b) In each case the substituted day will be a holiday without deduction of pay and the day for which it is substituted will not be a holiday.

36. DAYS IN LIEU OF THE REPEALED PUBLIC SERVICE HOLIDAYS

36.1 The two days in lieu of the repealed public service holidays as provided for in the Public Sector Commissioner's Circular 2009/32, 'Days in Lieu – Public Service Holidays' apply to Employees covered by this Agreement who were employed prior 15 January 2014.

36.2 Employees appointed on or after this date are not entitled to the benefit of the two repealed public service holidays.

36.3 Subject to the provisions of the Public Sector Commissioner's Circular 2009-32, 'Days in Lieu – Public Holidays', days in lieu of the repealed public service holidays:

(a) are made available on the date of the relevant repealed public service holiday;

(b) are not available to an Employee who is on any period of leave without pay;

(c) are paid at the rate of ordinary time;

(d) can be added to annual leave or taken individually;

(e) must be taken in the calendar year in which they occur;

(f) will be forfeited if not taken in the year in which they occur; and

(g) are not to be paid out on termination of employment.

36.4 By prior agreement with the Employer the day may be taken on the date of the relevant repealed public service holiday.

37. PAID LEAVE FOR EASTER SUNDAY

37.1 Notwithstanding clause 35 – Public Holidays, permanent and fixed term contract Employees will be provided an additional day of paid leave for Easter Sunday.

37.2 The day of paid leave will be made available to the Employee in accordance with the following:

(a) regardless of whether the Employee would normally be expected to work on that date; and

(b) in addition to any payment made where the Employee has been allowed the holiday with pay pursuant to clause 35.1 or paid for working on Easter Sunday pursuant to clause 22 – Overtime.

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

37.4 Employee access to the day of leave is subject to the conditions set out in subclauses (b) to subclause (g) of clause 36.3.

38. WEEKEND ABSENCE FROM RESIDENCE

38.1 An Employee who is temporarily absent from normal Headquarters on relieving duty or travelling on official business outside a radius of 320 kilometres measured from normal Headquarters, and is necessarily absent from their residence and separated from dependants, will be granted an additional day's leave for every group of three (3) consecutive weekends so absent provided that each weekend will be counted as a member of only one group. Provided that:

(a) the relief duty or travelling on official business is within Australia and the Employee is not directed to work on the weekend by the Employer;

(b) an additional day's leave will not be allowed if the Employer has approved the Employee's family accompanying the Employee during the period of relief or travelling;

(c) additional leave under this subclause will be commenced within one (1) month of the period of relief duty or travelling being completed unless the Employer approves otherwise;

(d) the annual leave loading provided by Clause 24 – Annual Leave will not apply to any leave entitlement under this clause.

38.2 An Employee who is temporarily absent from normal Headquarters on relieving duty or travelling on official business outside a radius of 320 and up to 400 kilometres measured from normal Headquarters, may elect to have the benefit of concessions provided by subclause 38.3 in lieu of those provided by subclause 38.1. Kalgoorlie, Albany and Geraldton will be regarded as being within a radius of 400 kilometres for the purposes of this subclause in the case of an Employee resident in the metropolitan area.

38.3 An Employee who is temporarily absent from normal Headquarters on relieving duty or travelling on official business within a radius of 320 kilometres measured from normal Headquarters, and such relief duty or travel would normally necessitate the Employee being absent from the Employee's residence for a weekend, will be allowed to return to the residence for the weekend. Provided that:

(a) an Employee who is directed to work on a weekend by the Employer will not be entitled to the concessions provided by this subclause;

(b) all travelling to and from the Employee's residence will be undertaken outside of the hours of duty prescribed by Clause 20 – Hours;

(c) an Employee, who has obtained the approval of the Employer for the family to accompany the Employee during the period of relief or travelling will not be entitled to the concessions provided by this subclause;

(d) when an Employee is authorised by the Employer to use the Employee's own motor vehicle to travel to the locality where the relief duty is being performed or when travelling on official business the Employee will be reimbursed on the basis of one half of the appropriate rate prescribed by subclause 57.4 Motor Vehicle Allowance, for the journey to the Employee's residence for the weekend and the return to the place of relief duty. Provided that the maximum amount of reimbursement will not exceed the cost of the rail or bus fare by public conveyance which otherwise would be utilised for such journey and payment will be made only to the owner of such vehicle;

(e) when an Employee has been authorised by the Employer to use the Employer's motor vehicle in connection with the relief duty or travelling on official business, the Employee will be allowed to use that vehicle for the purpose of returning to the Employee's residence for the weekend;

(f) an Employee who does not use a private motor vehicle or the Employer's motor vehicle as provided by subclauses 38.3 (d) and 38.3 (e), will be reimbursed the cost of the fare by public conveyance by road or rail for the journey, to and from the Employee's residence for the weekend;

(g) an Employee who does not make use of the provisions of this subclause will be paid travelling allowance or relieving allowance as the case may require in accordance with the provisions of Clause 58 – Travelling Allowance or Clause 59 – Relieving Allowance of this Agreement;

(h) Employees who return to their residence for the weekend in accordance with the provisions of this subclause will not be entitled to the reimbursement of any expenses allowed by Clause 59 – Relieving Allowance and Clause 58 – Travelling Allowance during the period from the time when the Employee returns to the Employee's other residence to the time of departing from such residence to travel to resume duty at the place away from the residence.

39. BEREAVEMENT LEAVE

39.1 Employees including casuals will on the death of:

(a) the spouse or de-facto partner of the Employee;

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

(c) a child, step-child, foster child or grandchild of the Employee or the Employee's spouse or de facto partner (including an adult child, step-child or grandchild);

(d) a parent, step-parent, foster parent or grandparent of the Employee or the Employee's spouse or de facto partner;

(e) a parent in law or former parent in law of the Employee;

(f) sibling of the Employee or the Employee's spouse or de facto partner, or step-sibling of the Employee; or

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

be eligible for up to five (5) days' paid bereavement leave.

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

39.3 The five (5) days need not be consecutive.

39.4 Bereavement leave is not to be taken during any other period of leave.

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

39.6 An Employee requiring more than five (5) days bereavement leave in order to travel interstate or overseas in the event of the death interstate or overseas of a member of the Employee's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the Employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

Travelling time for Regional Employees

39.7 Subject to prior approval from the Employer, an Employee entitled to bereavement leave and who as a result of such bereavement travels to a location within Western Australia that is more than 240 kilometres from their workplace will be granted paid time off for the travel period undertaken in the Employee's ordinary working hours up to a maximum of 15.2 hours per bereavement. The Employer will not unreasonably withhold approval.

39.8 The Employer may approve additional paid travel time within Western Australia where the Employee can demonstrate to the satisfaction of the Employer that more than two (2) days travel time is warranted.

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

39.10 The provisions of subclauses 39.7 and 39.8 – Travelling time for Regional Employees, apply as follows:

(a) An Employee employed on a fixed term contract for a period greater than 12 months, will be credited with the same entitlement as a permanent Employee for each full year of service and pro rata for any residual portion of employment.

(b) An Employee employed on a fixed term contract for a period less than 12 months will be credited with the same entitlement on a pro rata basis for the period of employment.

(c) A part-time Employee will be entitled to the same entitlement as a full-time Employee for the period of employment, but on a pro rata basis according to the number of ordinary hours worked each fortnight.

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

40. COMPASSIONATE LEAVE FOR EARLY PREGNANCY LOSS

40.1 An Employee is entitled to up to three (3) consecutive days of paid compassionate leave on each occasion their pregnancy, or the pregnancy of their partner, ends without the birth of a living child up to 20 weeks before the expected date of birth.

40.2 The leave will commence from the date the pregnancy ends and is not to be taken during any other period of leave, including unpaid leave.

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

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

40.5 The provisions of subclause 40.1 apply to a:

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

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

41. REPRODUCTIVE HEALTH LEAVE

Purpose

41.1 Employees are eligible to take reproductive health leave:

(a) when chronic reproductive health conditions (such as, but not limited to, endometriosis, dysmenorrhea, adenomyosis, polycystic ovary syndrome, and menopause symptoms) require absence from the workplace;

(b) to receive fertility treatment such as, but not limited to, in vitro fertilisation (IVF);

(c) to attend preventative screening associated with reproductive health, including, but not limited to, breast and prostate screening; and

(d) for treatment associated with reproductive health including, but not limited to, hysterectomy and vasectomy.

Entitlement

41.2 A permanent or fixed term contract Employee can access up to five (5) days of paid reproductive health leave per calendar year.

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

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

41.5 Reproductive health leave credits are available from the Employee's first day of service.

41.6 This clause does not apply to Casual Employees.

41.7 Where an Employee has exhausted their reproductive health leave entitlement, they can apply for other forms of leave in accordance with this Agreement, or access flexitime or TOIL where credits are available.

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

41.9 Reproductive health leave cannot be taken at half pay.

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

41.11 Reproductive health leave is non-cumulative.

Access to reproductive health leave

41.12 Reasonable and legitimate requests for reproductive health leave are approved subject to available credits.

41.13 An Employee can apply for reproductive health leave retrospectively. If an Employee has taken leave for a purpose that retrospectively meets a criterion in clause 41.1, the Employer will substitute reproductive health leave for any leave that was approved in relation to the absence, with that leave being recredited.

Notice and evidentiary requirements

41.14 The Employee must notify the Employer of any absence as soon as practicable.

41.15 All requests for reproductive health leave must be supported by evidence that would satisfy a reasonable person of the entitlement.

41.16 Information received from an Employee in connection with a reproductive health leave application is to be kept confidential and must not be kept on the Employee's personal file.

41.17 Any disclosure of information or documentation provided must be on a need to know basis only.

Effect on other entitlements

41.18 Subject to 41.12 reproductive health leave cannot be accessed during any period of leave without pay or any other period of paid leave.

41.19 Reproductive Health Leave will count as service for all purposes.

Interaction with other provisions of this Agreement

41.20 Employees who are experiencing reproductive health concerns have a right to flexible work arrangements under Clause 21 of this Agreement.

42. BLOOD/PLASMA DONORS LEAVE

42.1 Subject to operational requirements, Employees will be entitled to be absent from the workplace in order to donate blood or plasma in accordance with the following general conditions:

(a) prior arrangements with the Employer have been made and at least two (2) days' notice has been provided; or

(b) the Employee is called upon by the Australian Red Cross Lifeblood.

42.2 The notification period will be waived or reduced where the Employer is satisfied that operations would not be unduly affected by the Employee's absence.

42.3 The Employee will be required to provide proof of attendance at the Australian Red Cross Lifeblood on return to work.

42.4 Employees will be entitled to two (2) hours of paid leave per donation for the purpose of donating blood to the Australian Red Cross Lifeblood.

43. CULTURAL/CEREMONIAL LEAVE

43.1 Cultural/ceremonial leave will be available to all Employees.

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

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

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

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

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

(a) the Employee's annual leave entitlements;

(b) the Employee's accrued long service leave entitlements, but in full days only; or

(c) accrued days off or time in lieu.

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

44. CULTURAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDERS

44.1 Employees who identify as Aboriginal or Torres Strait Islander peoples are entitled to paid cultural leave which can be accessed to participate in any of the following, which include but are not limited to:

(a) cultural and ceremonial obligations under Aboriginal and Torres Strait Islander lore, customs or traditional law;

(b) community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals; or

(c) attendance at matters relating to Native Title, which can be pre or post determination.

44.2 Up to five (5) days of paid cultural leave per calendar year will be available under this clause. The leave need not be taken in one continuous period. Paid cultural leave will not accrue from year to year and will not be paid out on termination.

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

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

44.5 If an Employer requires an Employee to attend to business associated with an Aboriginal and Torres organisation, or an organisation that works to facilitate Aboriginal and Torres Strait Islander peoples' interests, the attendance is considered to be a part of the Employee's normal duties and the Employee need not access leave under this or any other clause to enable it.

44.6 Cultural leave granted under this clause is in addition to the leave provided by clause 39 – Bereavement Leave of this Agreement and clause 43 – Cultural/Ceremonial Leave.

45. PUBLIC HEALTH EMERGENCY LEAVE

45.1 For the purpose of this clause, the following definitions apply:

(a) "Public health emergency" means an incident or emergency that is the subject of directions issued under Parts 11 or 12 of the *Public Health Act 2016* (WA).

(b) "Diagnosed person" means a person who has a current positive test result for a disease which is the subject of a public health emergency or an incident that is deemed a serious public health risk, by way of a testing or diagnostic endorsed by the relevant authority under the *Public Health Act 2016* (WA) as being a reliable indicator that the person has the disease.

(c) "Ordinary pay" for the purposes of this clause only will be calculated according to the ordinary hours the Employee would have worked, had they not been subject to a government requirement to isolate or quarantine, and will be inclusive of any shift penalties which would have been payable. For Casual Employees, ordinary pay will be calculated with reference to the Employee's rostered future shifts or, if there is no certainty about future rosters, the preceding four-week average of shifts worked.

Special Public Health Emergency Leave

45.2 The Employer is to credit each Employee with 20 days of non-cumulative special public health emergency leave on January 1 each year.

45.3 An Employee employed on a fixed term contract for a period of 12 months or more is to be credited with the same entitlement as a permanent Employee. An Employee on a fixed term contract for a period less than 12 months is to be credited on a pro rata basis for the period of the contract.

45.4 A part time or Casual Employee is to be credited with the same entitlement as a permanent Employee, calculated on a pro rata basis according to the number of hours worked each fortnight.

45.5 Employees absent on special public health emergency leave will receive their ordinary pay.

45.6 Employees who have exhausted their special public health emergency leave can access existing personal leave entitlements under clause 26 – Personal Leave of this Agreement.

Eligibility for Special Public Health Emergency Leave

45.7 Special Public Health Emergency Leave can only be taken in respect of absences from work during:

(a) a public health emergency; or

(b) other significant events as agreed between the Union and Government Sector Labour Relations.

45.8 An Employee who is a diagnosed person or is subject to a government requirement to isolate or quarantine can access special public health emergency leave before existing personal leave entitlements under clause 26 – Personal Leave of this Agreement.

45.9 Employees with caring responsibilities can access special public health emergency leave if they are caring for, or providing support to a member of the Employee's family or household because:

(a) the other person is a diagnosed person or is subject to a government requirement to isolate or quarantine; or

(b) a child's school has closed or the person's other care arrangements are unavailable because of a public health emergency.

45.10 Compassionate access to special public health emergency leave can be granted in exceptional circumstances despite not being a reason referred to in subclause 45.9.

45.11 Special public health emergency leave is not debited for Public Holidays that the Employee would have observed.

45.12 An Employee is unable to access special public health emergency leave while on any period of leave without pay, parental or related leave, or annual or long service leave except as provided for in subclauses 26.34 (re-crediting annual leave) and 26.35 (re-crediting long service leave).

Notice and Access

45.13 Special Public Health Emergency Leave can be taken on an hourly basis.

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

Evidence

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

46. EMERGENCY SERVICE LEAVE

46.1 The Employer will grant paid leave to an Employee who is a member of, or has a member-like association with, an emergency management agency as defined by the *Emergency Management Act 2005* (WA), and who is absent from work to participate in an emergency response as a volunteer for the emergency management agency.

46.2 Paid leave for an Employee who is absent to volunteer for an emergency management agency will include any additional payments or allowances the Employee would ordinarily have received if they had not been absent.

46.3 An Employee who intends to be absent from work for this purpose is to ensure the Employer is advised as soon as possible, as to the absence and, where possible, the expected duration of leave.

46.4 An application for emergency service leave must be supported by written confirmation from the emergency management agency certifying that the Employee was required for the specified period.

47. DISABILITY LEAVE

Purpose

47.1 Disability leave provides Employees paid leave for any activity associated with an Employee's diagnosed permanent, ongoing, or chronic physical or psychological disability.

Definition of disability

47.2 For the purposes of this clause, disability is defined as a permanent or ongoing physical or psychological disability, attributable to one or more intellectual, cognitive, neurological, sensory or physical impairments or to one or more impairments attributable to a psychiatric condition.

Eligibility

47.3 Disability leave is available to all full-time and part-time Employees, who live with a disability.

47.4 Disability leave is calculated on a pro-rata basis for part-time Employees. An Employee on a fixed term contract for a period of 12 months or more is credited with the same entitlement as a permanent Employee.

47.5 An Employee on a fixed term contract for a period less than 12 months is credited on a pro-rata basis for the period of the contract.

47.6 Disability leave is not available to Casual Employees.

47.7 Disability leave cannot be accessed during any period of leave without pay or any other period of paid leave.

47.8 Disability leave is not paid out on the cessation of employment.

Entitlement

47.9 Eligible Employees are entitled to up to ten (10) days paid disability leave per calendar year for activities or appointments associated with the Employee's disability, including but not limited to:

(a) attending medical appointments;

(b) attending treatment, rehabilitation, therapy or counselling;

(c) attending tests and assessments including but not limited to NDIS assessments; receiving delivery of, fitting, repairing, maintaining and undergoing training in use of orthoses, prostheses, adaptive equipment, or other aids;

(d) obtaining a wheelchair or other equipment.

47.10 Disability leave credits are available from the Employee's first day of service.

47.11 Employees who are unfit for duty due to a personal illness associated with a disability must apply for personal leave.

47.12 Where an Employee has exhausted their disability leave entitlement, they can apply for other forms of leave in accordance with this Agreement, or access flexitime or TOIL where credits are available.

47.13 Disability leave can be taken as consecutive or single days, or as part days.

47.14 Disability leave is non-cumulative.

Evidence

47.15 The Employee must give the Employer notice as soon as practicable of their request to take leave under this clause.

47.16 An Employer can request evidence that would satisfy a reasonable person to support the taking of the leave.

47.17 Documentary evidence can include any of the following:

(a) A medical certificate from a registered medical practitioner or registered health professional;

(b) A written referral, issued by a registered medical practitioner;

(c) A statutory declaration;

(d) Other reasonable forms of documentation.

Confidentiality

47.18 Information received from an Employee in connection with a disability leave application is to be kept confidential and must not be kept on the Employee's personal file.

47.19 Any disclosure of information or documentation provided must be on a need to know basis only.

Effect on other entitlements

47.20 Disability leave will count as service for all purposes.

Interaction with other provisions of this Agreement

47.21 An Employee who has a disability has a right to flexible work arrangements under clause 21 of this Agreement.

48. LEAVE WITHOUT PAY

48.1 Subject to the provisions of subclauses 48.2 and 48.3, the Employer may grant an Employee leave without pay for any period and is responsible for that Employee on their return.

48.2 Subject to the provisions of subclause 48.3, every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:

(a) the work of the Employer is not inconvenienced; and

(b) all other leave credits of the Employee are exhausted.

48.3 An Employee will, upon request be entitled to two (2) days unpaid personal (caring) leave.

48.4 An Employee on a fixed term contract may not be granted leave without pay for any period beyond that Employee's approved period of engagement.

48.5 Any period that exceeds two (2) weeks during which an Employee is on leave of absence without pay will not, for any purpose, be regarded as part of the period of service of that Employee.

49. DEFENCE FORCE RESERVES LEAVE

49.1 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.

49.2 Leave of absence may be paid or unpaid in accordance with the provisions of this clause.

49.3 Application for leave of absence for Defence service will, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the Employee will provide a certificate of attendance to the Employer.

49.4 Paid Leave

(a) An Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for Defence service, subject to the conditions of this subclause.

(b) Part-time Employees will receive the same paid leave entitlement as full-time Employees, but payment will only be made for those hours that would normally have been worked but for the leave.

(c) On written application, an Employee will be paid salary in advance when proceeding on such leave.

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

(e) An Employee is entitled to paid leave for a period not exceeding 105 hours on full pay in any period of 12 months commencing on 1 July in each year.

(f) An Employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of 12 months commencing on July 1. Pay for this leave will be at the rate of the difference between the normal remuneration of the Employee and the Defence Force payments to which the Employee is entitled if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the Employee.

49.5 Unpaid Leave

(a) Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in subclause 49.4 will be unpaid.

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

49.6 Use of Other Leave

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

(b) The Employer cannot compel an Employee to use annual leave or long service leave for the purpose of Defence service.

50. STUDY ASSISTANCE

50.1 (a) To ensure the maintenance of a trained workforce the Employer may provide an Employee with paid leave and/or financial assistance for study purposes in accordance with the provisions of this clause.

(b) Employees are not eligible for Study Assistance if they have previously received Study Assistance for an approved course from their Employer. Further Study Assistance towards additional qualifications may, however, be granted in special cases, at the discretion of the Employer.

50.2 Study Leave

(a) An Employee may be granted time off with pay for study purposes at the discretion of the Employer.

(b) In every case the approval of time off to attend lectures and tutorials will be subject to:
(i) Dental Health Services' convenience;

(ii) Employees undertaking an acceptable formal study load in their own time;

(iii) Employees making satisfactory progress with their studies;

(iv) the course being an approved course as defined by subclause 50.4;

(v) the course being of value to Dental Health Services; and

(vi) the Employer's discretion when the course is only relevant to the Employee's career in the service and being of value to the State.

(c) Part-time Employees are entitled to study leave on the same basis as full-time Employees, with their entitlement calculated on a pro rata basis. Employees working shift work or on fixed term contracts have the same access to study leave as all other Employees.

(d) Time off with pay may be granted up to a maximum of five (5) hours per week including travelling time, where subjects of approved courses are available during normal working hours, or where approved study by correspondence is undertaken.

(e) Employees who are obliged to attend educational institutions for compulsory block sessions may be granted time off with pay, including travelling time, up to the maximum annual amount allowed in subclause 50.2(d).

(f) Where an Employee is undertaking approved study via distance education and/or is not required to attend formal classes, the Employer may allow the Employee to access study leave up to the maximum annual amount allowed in subclause 50.2(d).

(g) Employees will be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

(h) An acceptable part-time study load should be regarded as not less than five (5) hours per week of formal tuition with at least half of the total formal study commitment being undertaken in the Employee's own time, except in special cases such as where the Employee is in the final year of study and requires less time to complete the course, or the Employee is undertaking the recommended part-time year or stage and this does not entail five (5) hours formal study.

(i) In cases where Employees are studying subjects which require fortnightly classes the weekly study load should be calculated by averaging over two (2) weeks the total fortnightly commitment.

(j) In agencies which are operating on flexi-time, time spent attending or travelling to or from formal classes for approved courses between 8.15 am and 4.30 pm, less the usual lunch break, and for which time off would usually be granted, is to be counted as credit time for the purpose of calculating total hours worked per week.

(k) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the Employee's normal place of work.

(l) An Employee will not be granted more than five (5) hours' time off with pay per week except in exceptional circumstances where the Employer may decide otherwise.

(m) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.

(n) An Employee performing service with the Australian Defence Force is not entitled to study leave for any period of service with the Australian Defence Force that they receive defence force reserves leave as provided for by Clause 49 – Defence Force Reserves Leave.

(o) A service agreement or bond will not be required.

50.3 Financial Assistance

(a) The Employer may reimburse an Employee for the full or any part of any reasonable cost of enrolment fees, Higher Education Contribution Surcharge, compulsory text books, compulsory computer software and other necessary study materials for studies commenced during their employment.

(b) Half of the value of the agreed costs will be reimbursed immediately following production of written evidence of enrolment and costs incurred, and the remaining half will be reimbursed following production of written evidence of successful completion of the subject for which reimbursement has been claimed.

(c) The Employer and Employee may agree to alternative reimbursement arrangements.

50.4 Approved Courses for Study Purposes

(a) For the purposes of subclauses 50.2 and 50.3, the following are approved courses:

(i) Degree or associate diploma courses at a university within Australia;

(ii) Degree or diploma courses at an authorised non-university institution;

(iii) Diploma courses provided by registered training organisations, including TAFE;

(iv) Two (2) year full-time certificate courses provided by registered training organisations, including TAFE;

(v) Courses recognised by the National Authority for the Accreditation of translators and Interpreters (NAATI) in a language relevant to the needs of the WA Public Sector; and

(vi) Secondary courses leading to the Tertiary Entrance Examination or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.

(b) For the purposes of subclause 50.4(a):

(i) The term "university" includes recognised Australian universities and recognised overseas universities as defined by the *Higher Education Act 2004* (WA);

(ii) An authorised non-university institution is a non-university institution that is authorised under the *Higher Education Act 2004* (WA) to provide a higher education course; and

(iii) A registered training organisation is an organisation that is registered with the Training Accreditation Council or equivalent registering authority and complies with the nationally agreed standards set out in the Australian Quality Training Framework (AQTF).

(c) An Employee who has completed a diploma through TAFE is eligible for Study Leave to undertake a degree course at a university within Australia or an authorised non-university institution.

(d) An Employee who has completed a two (2) year full-time certificate through TAFE is eligible for study leave to undertake a diploma course specified in subclause 50.4(a)(iii) or a degree or diploma course specified in subclause 50.4(a)(i) or (ii).

50.5 Full-time Study

(a) Subject to the provisions of subclause 50.5 (b), the Employer may grant an Employee full-time study leave with pay to undertake:

(i) postgraduate degree studies at Australian or overseas tertiary education institutions; or

(ii) study tours involving observations and/or investigations; or

(iii) a combination of postgraduate studies and study tour.

(b) Applications for full-time study leave with pay are to be considered on their merits and may be granted provided that the following conditions are met:

(i) The course or a similar course is not available locally. Where the course of study is available locally, applications are to be considered in accordance with the provisions of subclause 50.2 and 50.4 and Clause 48 – Leave without Pay.

(ii) It must be a highly specialised course with direct relevance to the Employee's profession.

(iii) It must be highly relevant to the Employer's corporate strategies and goals.

(iv) The expertise or specialisation offered by the course of study should not already be available through other Employees employed within Dental Health Services.

(v) If the applicant was previously granted, studies must have been successfully completed at that time. Where an Employee is still under a bond, this does not preclude approval being granted to take further study leave if all the necessary criteria are met.

(vi) A fixed term contract Employee may not be granted study leave with pay for any period beyond that Employee's approved period of engagement.

(c) Full-time study leave with pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.

(d) Where an outside award is granted and the studies to be undertaken are considered highly desirable by the Employer, financial assistance to the extent of the difference between the Employee's normal salary and the value of the award may be considered. Where no outside award is granted and where a request meets all the necessary criteria then part or full payment of salary may be approved at the discretion of the Employer.

(e) The Employer supports recipients of coveted awards and fellowships by providing study leave with pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, allowance for books, accommodation or a contribution towards accommodation.

(f) Where recipients are in receipt of a living allowance, this amount should be deducted from the Employee's salary for that period.

(g) Where the Employer approves full-time study leave with pay the actual salary contribution forms part of the Dental Health Services' approved average staffing level funding allocation. Dental Health Services should bear this in mind if considering temporary relief.

(h) Where with pay is approved and the Employer also supports the payment of transit costs and/or an accommodation allowance, the Employer will gain approval for the transit and accommodation costs as required.

(i) Where Employees travelling overseas at their own expense wish to participate in a study tour or convention while on tour with pay may be approved by the Employer together with some local transit and accommodation expenses providing it meets the requirements of subclause 50.5(b). Each case is to be considered on its merits.

(j) The period of full-time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for Employees under this Agreement.

51. CONTINUING PROFESSIONAL DEVELOPMENT LEAVE

51.1 Continuing professional development leave is for the purposes of attending conferences, undergoing additional training or courses of study relevant to maintaining registration with the Dental Board of Australia during normal working hours.

51.2 Continuing professional development leave is available to full-time, part-time and fixed term contract Employees.

Entitlement

51.3 The entitlements under this clause are available to part-time and Fixed Term Employees on a pro rata basis.

51.4 Subject to Employer approval, an Employee can access up to five (5) days of paid continuing professional development leave in each calendar year (January to December).

51.5 A further five (5) days of continuing professional development leave may be accessed in the calendar year provided this period can be taken at no additional financial cost to the Employer and there is no requirement to provide cover for the Employee's absence.

51.6 Continuing professional development leave does not accumulate from calendar year to calendar year and will not be paid out on termination.

51.7 Employees will not receive travel time in addition to continuing professional development leave, except where Employees working in remote areas may access reasonable additional travel time where travel to Perth is required.

Access

51.8 Where an Employee commences their employment after 1 January, continuing professional development leave may be accessed on a pro rata basis, having regard for the number of weeks the Employee will be employed for that calendar year.

51.9 An Employee who accesses their continuing professional development leave and whose service terminates before completing a full calendar year, will have deducted from their termination pay the value of any unearned pro rata portion of continuing professional development leave.

52. WITNESS AND JURY SERVICE

52.1 Witness

(a) An Employee subpoenaed or called as a witness to give evidence in any proceeding will as soon as practicable notify the manager/supervisor who will notify the Employer.

(b) Where an Employee is subpoenaed or called as a witness to give evidence in an official capacity that Employee will be granted by the Employer leave of absence with pay, but only for such period as is required to enable the Employee to carry out duties related to being a witness. If the Employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the Employer. The Employee is not entitled to retain any witness fee but will pay all fees received into the Consolidated Fund. The receipt for such payment with a voucher showing the amount of fees received will be forwarded to the Employer.

(c) An Employee subpoenaed or called as a witness to give evidence in an official capacity will, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify the Employer.

(d) An Employee subpoenaed or called as a witness on behalf of the Crown, not in an official capacity will be granted leave with full pay entitlements. If the Employee is on any form of paid leave, this leave will not be reinstated as such witness service is deemed to be part of the Employee's civic duty. The Employee is not entitled to retain any witness fees but will pay all fees received into the Consolidated Fund.

(e) An Employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses 52.1(b) and 52.1(d) will be granted leave of absence without pay except when the Employee makes an application to clear accrued leave in accordance with the provisions of this Agreement.

52.2 Jury

(a) An Employee required to serve on a jury will as soon as practicable after being summoned to serve, notify the supervisor/manager who will notify the Employer.

(b) An Employee required to serve on a jury will 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.

(c) An Employee granted leave of absence on full pay as prescribed in subclause 52.2(a) is not entitled to retain any juror's fees but will pay all fees received into Consolidated Fund. The receipt for such payment will be forwarded with a voucher showing the amount of juror's fees received to the Employer.

PART 6 – ALLOWANCES

53. COMMUTED ALLOWANCES

53.1 The introduction of any commuted allowance in lieu of overtime, or shift allowances will 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.

54. HIGHER DUTIES ALLOWANCE

54.1 An Employee who is directed by the Employer to act in an office which is classified higher than the Employee's own substantive office and who performs the full duties and accepts the full responsibility of the higher office for a:

(a) continuous period of three (3) consecutive working days or more,

(b) discrete periods between one (1) and two (2) working days, which reoccur over a period of four weeks or more;

will, subject to the provisions of this clause, be paid an allowance equal to the difference between the Employee's own salary and the salary the Employee would receive if the Employee was permanently appointed to the office in which the Employee is directed to act.

Provided that where the hours of duty of an Employee performing shift work are greater than 7.6 hours per day as provided for in Clause 23 – Shift Work Allowance of this Agreement the allowance will be payable after the completion of 22.8 consecutive working hours in the higher classified position. This period will not include any time worked as overtime.

54.2 Where the full duties of a higher office are temporarily performed by two (2) or more Employees they will each be paid an allowance as determined by the Employer.

54.3 An Employee who is directed to act in a higher classified office but who is not required to carry out the full duties of the position and/or accept the full responsibilities, will be paid such proportion of the allowance provided for in subclause 54.1 as the duties and responsibilities performed bear to the full duties and responsibilities of the higher office. Provided that the Employee will be informed, prior to the commencement of acting in the higher classified office, of the duties to be carried out, the responsibilities to be accepted and the allowance to be paid.

The allowance paid may be adjusted during the period of higher duties.

54.4 Where an Employee who has qualified for payment of higher duties allowance is required to act in another office or other offices classified higher than the Employee's own for periods less than three (3) consecutive working days without any break in acting service, the Employee will be paid a higher duties allowance for such periods. Provided payment will be made at the highest rate the Employee has been paid during the term of continuous acting or at the rate applicable to the office in which the Employee is currently acting - whichever is the lesser.

54.5 Where an Employee is directed to act in an office which has an incremental range of salaries such an Employee will be entitled to receive an increase in the higher duties allowance equivalent to the annual increment the Employee would have received had the Employee been permanently appointed to such office. Provided that acting service with allowances for acting in offices for the same classification or higher than the office during the 18 months preceding the commencement of such acting will aggregate as qualifying service towards such an increase in the allowance.

54.6 Where an Employee who is in receipt of an allowance granted under this clause has been doing so for a continuous period of 12 months or more, proceeds on any period of paid leave and:

(a) resumes in the office immediately on return from leave, the Employee will continue to receive the allowance for the period of leave; or

(b) does not resume in the office immediately on return from leave, the Employee will continue to receive the allowance for the period of leave accrued during the period of higher duties.

54.7 Where an Employee who is in receipt of an allowance granted under this clause for less than 12 months proceeds on a period of paid leave, whether in excess of the normal entitlement or not, the Employee will continue to receive the allowance for the period of normal leave provided:

(a) during the Employee's absence, no other Employee acts in the office in which the Employee was acting immediately prior to proceeding on leave; and

(b) the Employee resumes in the office immediately on return from leave.

54.8 For the purpose of subclause 54.7, 'normal leave' means the period of paid leave an Employee would accrue in 12 months. It will also include any public holidays and leave in lieu accrued during the preceding 12 months taken in conjunction with such paid leave.

Part-time Higher Duties Allowance Arrangements

54.9 Where a part-time Employee acts in a higher office, the allowance will be payable after the completion of 22.8 hours service in that position. The 22.8 hours service in the higher position must be worked consecutively according to the hours the part-time Employee normally works.

54.10 Where the higher office is a part-time position, the allowance will be payable after the completion of 22.8 hours service in that position. The 22.8 hours service in the higher position must be worked consecutively according to the normal working hours of the part-time position for which the allowance is being paid.

55. PROFESSIONAL DEVELOPMENT ALLOWANCE

55.1 Full time, part time and fixed term contract Employees will be entitled to a professional development allowance as compensation for costs associated with attending conferences, undergoing additional training or study relevant to maintaining registration with the Dental Board of Australia.

55.2 Employees will receive the following annual professional development allowance, based upon their classification level, paid as a fortnightly payment calculated in accordance with subclause 7.5 of this Agreement.

Level 1	Level 2	Level 3+
$1600	$2450	$3450

55.3 The allowance prescribed in subclause 55.2 of this clause will be paid to part time Employees on a pro rata basis according to hours worked.

55.4 The allowance will continue to be paid during all periods of paid leave but are not counted as salary or paid for any other purposes of this Agreement, such as the calculation of overtime, recall, shift penalties and other allowances.

55.5 The allowance does not apply to Casual Employees and is not paid out on termination.

56. DISTURBANCE ALLOWANCE

56.1 Where an Employee is transferred and incurs expenses in the areas referred to in subclause 56.2 as a result of that transfer, then the Employee will be granted a disturbance allowance and will be reimbursed by the Employer the actual expenditure incurred upon production of receipts or such other evidence as may be required.

56.2 The disturbance allowance will include:

(a) costs incurred for telephone installation at the Employee's new residence provided the cost of telephone installation will be reimbursed only where a telephone was installed at the Employee's former residence including Government owned accommodation;

(b) costs incurred with the connection or reconnection of services to the Employee's household including Government owned accommodation for water, gas or electricity; and

(c) costs incurred with the redirection of mail to the Employee's new residence for a period of no more than three (3) months.

57. MOTOR VEHICLE ALLOWANCE

This clause applies from the first pay period commencing on or after 19 May 2026. The provisions applying immediately prior to the 19 May 2026 are those set out in Clause 54 – Motor Vehicle Allowance and Schedule 3 – Motor Vehicle Allowance of the Dental Health Services – Dental Officers – CSA Industrial Agreement 2022.

57.1 For the purposes of this clause the following expressions will have the following meaning:

(a) "Year" means 12 months commencing on the 1 July and ending on 30 June.

(b) "Metropolitan Area" means the Metropolitan region described in Schedule 3 of the *Planning and Development Act 2005* (WA)

(c) "Rest of the State" means that area of Western Australia that is not the Metropolitan Area.

(d) "Condition of Employment" means a requirement agreed between the Employer and the Employee under a contract of employment.

(e) "Official Business Travel" means work- related travel approved by the Employer.

(f) "Qualifying Service" means any period during which an Employee is required, as a Condition of Employment, to supply and maintain a motor vehicle for use on Official Business Travel but does not include any period exceeding two weeks during which an Employee is absent on leave without pay or unpaid Parental Leave, or any period during which subclause 57.2 (a)(vi) applies.

(g) "First Place of Duty" means the first location at which an Employee is directed by their Employer to commence work for the day, where they do not have fixed Headquarters.

57.2 Employees required to supply and maintain a vehicle as a Condition of Employment:

(a) An Employee who is required to supply and maintain a motor vehicle as a Condition of Employment is entitled to the appropriate rates in Item 2 of Schedule 3 – Motor Vehicle Allowance for each kilometre travelled on Official Business Travel, subject to the following:

(i) Travelled between an Employee's residence and Headquarters or First Place of Duty counts for the purpose of subclause 57.2(a), unless the Employee travels directly between their residence and Headquarters or First Place of Duty and does not otherwise use their vehicle for Official Business Travel on that day.

(ii) Where a journey traverses more than one area, the allowance is calculated at the applicable rate in Item 2 of Schedule 3. – Motor Vehicle Allowance for the kilometres travelled within each area.

(iii) In recognition of the costs of supplying and maintaining a vehicle as a Condition of Employment, a full-time Employee with 12 months' Qualifying Service in a Year is entitled to an allowance based on the greater of 4,000 kilometres, or the actual kilometres travelled. Where an Employee travels less than 4,000 kilometres, an annual adjustment will be paid at the end of the Year equal to the shortfall using the appropriate rate in Item 2 of Schedule 3. - Motor Vehicle Allowance, according to where the Employee's Headquarters is located.

(iv) Where an Employee has less than 12 months' Qualifying Service in a Year, the 4,000-kilometre minimum will be reduced on a pro rata basis, according to the following formula:

$$\text{Por rata minimum kilometres} = \frac{\text{Number of weeks with Qualifying Service}}{313/6} \times 4000$$

(v) A part-time Employee is entitled to a pro rata portion of the shortfall annual adjustment in subclause (iii), based on their average part time hours during the Year:

$$\text{Part time shortfall annual adjustment} = \frac{\text{Average weekly hours worked}}{37.5} \times \text{4,000 (or pro rata minimum kilometres in subclause 57.2 (a)(iv))}$$

(vi) An Employee is not entitled to an allowance under this clause during a period in which they are excused from an obligation to supply and maintain a vehicle as a Condition of Employment because their vehicle is stolen, damaged by fire, or affected by a major and unforeseen breakdown or accident.

(vii) The Employer may waive the requirement that an Employee supply and maintain a vehicle as a Condition of Employment by providing three months' written notice.

57.3 Relieving Employees:

(a) An Employee who is not ordinarily required to supply and maintain a vehicle as a Condition of Employment but is required to relieve such Employee, is entitled to the appropriate rates in Item 2 of Schedule 3. – Motor Vehicle Allowance for each kilometre travelled on Official Business Travel.

(b) Subclauses 57.2(a)(iii), (iv) and (v) do not apply to relieving Employees.

57.4 Voluntary use of a vehicle on Official Business Travel

(a) An Employee who is not required to supply and maintain a vehicle as a Condition of Employment, but at the request of their Employer, voluntarily consents to use their vehicle, is entitled to the appropriate rates in Items 1 or 3 of Schedule 3. – Motor Vehicle Allowance for each kilometre travelled on Official Business Travel.

(b) An Employee under this subclause is not entitled to an allowance for travel between their residence and Headquarters or First Place of Duty.

(c) Where a journey traverses more than one area, the allowance will be calculated at the applicable rate in Items 1 or 3 of Schedule 3. – Motor Vehicle Allowance for the kilometres travelled on Official Business Travel within each area.

57.5 Towing Departmental caravans or trailers

(a) Employees required to tow a departmental caravan or trailer on Official Business Travel are entitled to the following additional rates:

(i) Caravan – 10 cents per kilometre.

(ii) Trailer – 4.5 per kilometre.

57.6 The amounts specified in this clause will be amended as and when required consistent with changes to the equivalent amounts specified in the Award.

58. TRAVELLING ALLOWANCE

58.1 An Employee who travels on official business approved by the Employer is entitled to reasonable accommodation, meal, and incidental expenses on the following basis:

(a) Where travel occurs from the first pay period commencing on or after 19 December 2025, claims for expenses will be in accordance with this clause and Schedule 4 – Travelling, Transfer and Relieving Allowance of this Agreement.

(b) Where travel occurs prior to the 19 December 2025, reimbursement will be in accordance with Clause 55 – Travelling Allowance and Schedule 4 – Travelling, Transfer and Relieving Allowance of the Dental Health Services – Dental Officers – CSA Industrial Agreement 2022.

58.2 When a trip involves an overnight stay away from Headquarters and the Employee is supplied with accommodation and meals free of charge, they are entitled to the rate in Column A, Item (1) of Schedule 4- Travelling, Transfer and Relieving Allowance for incidental expenses. Where only some of an Employee's meals are supplied, they are entitled to the rate in Column A, Item (1), and the applicable rate in Column A, Item (8) for each meal that is not supplied.

58.3 When a trip involves an overnight stay away from Headquarters and the Employee is fully responsible for their own accommodation, meals and incidental expenses:

(a) where a hotel, motel serviced apartment or short-term rental accommodation is used, the Employee is entitled to the applicable rate in Column A, Items (2) to (6) of Schedule 4. - Travelling, Transfer and Relieving Allowance for incidental, meal and accommodation expenses; or

(b) where accommodation other than that listed in clauses 58.3(a), is used, the Employee is entitled to the rate in Column A, Item (7) of Schedule 4 - Travelling, Transfer and Relieving Allowance for incidental and meal expenses.

58.4 When a trip involves an overnight stay away from Headquarters and the Employee is supplied with accommodation only free of charge they are entitled to the rate prescribed in Column A, Item (7) of Schedule 4 – Traveling, Transfer and Relieving Allowance for incidental and meal expenses.

58.5 An Employee who travels on official business, which necessitates an overnight stay away from their usual place of residence, will be paid an allowance of $45.00 per night for each night the Employee remains away from their usual place of residence.

58.6 When an Employee is required to travel on official business to or from a place outside a radius of fifty (50) kilometres from the Employee's Headquarters, and the trip does not involve an overnight stay, the Employee is entitled to:

(a) the rate in Column A, Item (1) of Schedule 4. - Travelling, Transfer and Relieving Allowance for incidental expenses; and

(b) the applicable rate in Column A, Item (8) of Schedule 4. - Travelling, Transfer and Relieving Allowance for meal expenses, on a pro rata basis, according to the meals the Employee would ordinarily consume during the relevant times they are travelling.

58.7 Where an Employee departs from Headquarters before 8.00 am and does not arrive back at Headquarters until after 11.00 pm on the same day, subclause 58.64 does not apply. Instead, Employees are entitled to the applicable rate in Column A, Items (2) to (6) of Schedule 4. - Travelling, Transfer and Relieving Allowance.

58.8 When it can be shown to the satisfaction of the Employer by the production of receipts that the rates in Schedule 4. - Travelling, Transfer and Relieving Allowance does not cover an Employee's reasonable expenses for a whole trip, the Employee will be reimbursed the excess expenditure.

58.9 In addition to the rates contained in Schedule 4 – Travelling, Transfer and Relieving Allowance an Employee will, on the production of receipts, be reimbursed reasonable incidental expenses, including as train, bus and taxi or ride share fares, official telephone calls, laundry and dry cleaning expenses.

58.10 Where, due to an Employee’s lack of proximity to an airport or train station, overnight accommodation is required before commencing official business travel on early morning transport, the Employee will be supplied with accommodation at no charge.

58.11 The payment of allowances under this clause will not be suspended should an Employee become ill whilst travelling, provided leave for the period of such illness is approved in accordance with the provisions of this Agreement and the Employee continues to incur accommodation, meal and incidental expenses.

58.12 Where an Employee is entitled to an allowance under this clause, the Employee may request that the allowance be paid:

(a) as a lump sum for the entire period of official travel; and

(b) in advance of the Employee travelling.

The Employer must give reasonable consideration to the Employee's request and advise the Employee of its decision before the official business travel commences

58.13 Where an Employee is relieving at or temporarily transferred to any place within a radius of fifty (50) kilometres from their headquarters and they are directed to travel on official business within that area, making them absent from their temporary Headquarters over the usual midday meal period (12:00 pm - 2:00 pm), the Employee is entitled to the rate prescribed in Column A, Item (9) of Schedule 4. - Travelling, Transfer and Relieving Allowance for a midday meal, provided that:

(a) travel is not a normal requirement of the Employee's duties, and it is not within the suburb in which the Employee resides; and

(b) the Employee's total reimbursement under this subclause for any one pay period does not exceed the amount prescribed by Item (10) of Schedule 4. - Travelling, Transfer and Relieving Allowance.

58.14 The allowances under Schedule 4 – Travelling, Transfer and Relieving Allowance reflect the 'reasonable amounts' specified in Tables 3 and 4 of the Australian Taxation Office Taxation Determination 2025/4 (ATO TD).

58.15 The Executive Director, Government Sector Labour Relations of the Department of Local Government, Industry Regulation and Safety will issue an annual circular to update the allowances under Schedule J. - Travelling, Transfer and Relieving Allowance of the Award in accordance with movements in the ATO TD, which will amend the equivalent amounts in Schedule 4 – Travelling, Transfer and Relieving Allowance.

58.16 If the rates in the ATO TD are reduced in any year, the previous year's rates will continue to apply until higher rates are prescribed in a subsequent ATO TD.

58.17 The amounts specified in this clause will be amended as and when required consistent with changes to the equivalent amounts specified in Schedule J – Travelling, Transfer and Relieving Allowance of the Award.

59. RELIEVING ALLOWANCE

59.1 An Employee who is required to take up duty away from Headquarters on relief duty or to perform special duty, and necessarily resides temporarily away from the Employee's usual place of residence, will be reimbursed reasonable expenses on the following basis:

(a) Where relieving duty occurs from the first pay period commencing on or after 19 December 2025, claims for expenses will be in accordance with this clause and Schedule 4 – Travelling, Transfer and Relieving Allowance of this Agreement.

(b) Where relieving duty occurs prior to the 19 December 2025, reimbursement will be in accordance with Clause 56 – Relieving Allowance and Schedule 4 – Travelling, Transfer and Relieving Allowance of the Dental Health Services – Dental Officers – CSA Industrial Agreement 2022.

59.2 Where the Employee is:

(a) supplied with accommodation and meals free of charge, or

(b) accommodated at a Government institution, hostel or similar establishment and supplied with meals.

they are entitled to the rates in Column A, Item 1 of Schedule 4 – Travelling, Transfer and Relieving Allowance.

59.3 Where Employees are fully responsible for their own accommodation, meals and incidental expenses and hotel, motel, serviced apartment or short – term rental accommodation is utilised:

(a) For the first 42 days after arrival at the new locality, the Employee is entitled to the rates prescribed in Column A, Items 2 to 6 of Schedule 4 – Travelling, Transfer and Relieving Allowance.

(b) For periods in excess of 42 days after arrival in the new locality, Employees with dependants are entitled to the rates in Column B, Items 2 to 6 of Schedule 4 – Travelling, Transfer and Relieving Allowance, and Employees without dependants are entitled to the rates in Column C, Items 2 to 6 of Schedule 4. – Travelling, Transfer and Relieving Allowance

(c) The period of reimbursement under this subclause will not exceed 49 days without the approval of the Employer.

59.4 Where Employees are fully responsible for their own accommodation, meals and incidental expenses and accommodation other than the ones listed in subclause 59.2 is utilised, Employees are entitled to the rates in Column A, Items 7 of Schedule 4 – Travelling, Transfer and Relieving Allowance.

59.5 If an Employee whose normal duties do not involve camp accommodation is required to relieve or perform special duty resulting in a stay at a camp, the Employee will be paid the applicable camping allowance for the duration of the period spent in camp, and in addition, will be paid a lump sum of $233.00 to cover incidental personal expenses: Provided that an Employee will receive no more than one lump sum of $233.00 in any one period of three (3) years.

59.6 Reimbursement of expenses will not be suspended should an Employee become ill whilst on relief duty, provided leave for the period of such illness is approved in accordance with the provisions of Clause 26 – Personal Leave and the Employee continues to incur accommodation, meal and incidental expenses.

59.7 When an Employee, who is required to relieve or perform special duties in accordance with subclause 59.1 is authorised by the Employer to travel to the new locality in the Employee's own motor vehicle such Employee will be reimbursed for the return journey as follows:

(a) An Employee who is required to supply and maintain a motor vehicle for the performance of the relieving or special duties, the Employee will be entitled to the appropriate rate prescribed by subclause 57.2 –(Motor Vehicle Allowance).

(b) Where the Employee will not be required to maintain a motor vehicle for the performance of the relieving or special duties reimbursement will be on the basis of one half (½) of the appropriate rate prescribed by subclause 57.4 (Motor Vehicle Allowance). Provided that the maximum amount of reimbursement will not exceed the cost of the fare by public conveyance which otherwise would be utilised for such return journey.

59.8 Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred, an appropriate rate of reimbursement will be determined by the Employer.

59.9 The provisions of Clause 58 – Travelling Allowance will not operate concurrently with the provisions of this clause to permit an Employee to be paid allowances in respect of both travelling and relieving expenses for the same period. Provided that where an Employee is required to travel on official business which involves an overnight stay away from the Employee's temporary Headquarters the Employer may extend the periods specified in subclauses 59.3 by the time spent in travelling.

59.10 An Employee who is directed to relieve another Employee or to perform special duty away from the Employee's usual Headquarters and is not required to reside temporarily away from the Employee's usual place of residence will, if the Employee is not in receipt of a higher duties or special allowance for such work, be reimbursed the amount of additional fares paid in travelling by public transport to and from the place of temporary duty.

59.11 The amounts specified in this clause will be amended as and when required consistent with changes to the equivalent amounts specified in the Award.

60. REMOVAL ALLOWANCE

60.1 When an Employee is transferred in the public interest, or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the Employee has no control, the Employee will be reimbursed:

(a) The actual reasonable cost of conveyance of the Employee and dependants.

(b) The actual cost (including insurance) of the conveyance of an Employee's household furniture effects and appliances up to a maximum volume of 45 cubic metres provided that a larger volume may be approved by the Employer in special cases.

(c) An allowance of $633.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an Employee is required to transport their furniture, effects and appliances provided that the Employer is satisfied that the value of household furniture, effects and appliances moved by the Employee is at least $3,792.00.

(d) Reimbursement of reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum amount of $233.00.

(i) Pets are defined as dogs, cats, birds or other domestic animals kept by the Employee or the Employee's dependents for the purpose of household enjoyment.

(ii) Pets do not include domesticated livestock, native animals or equine animals.

60.2 An Employee who is transferred solely at their own request or on account of misconduct must bear the whole cost of removal unless otherwise determined by the Employer prior to removal.

60.3 An Employee will be reimbursed the full freight charges necessarily incurred in respect of the removal of the Employee's motor vehicle. If authorised by the Employer to travel to a new locality in the Employee's own motor vehicle, reimbursement will be as follows:

(a) Where the Employee will be required to maintain a motor vehicle for use on official business at the new Headquarters, reimbursement for the distance necessarily travelled will be on the basis of the appropriate rate prescribed by subclause 57.2 (Motor Vehicle Allowance).

(b) Where the Employee will not be required to maintain a motor vehicle for use on official business at the new Headquarters reimbursement for the distance necessarily travelled will be on the basis of one half (½) of the appropriate rate prescribed by subclause 57.4 (Motor Vehicle Allowance).

(c) Where an Employee or their dependants have more than one vehicle, and all the vehicles are to be relocated to the new residence, the cost of transporting or driving up to two (2) vehicles will be deemed to be part of the removal costs.

(d) Where only one (1) vehicle is to be relocated to the new residence, the Employee may choose to transport a trailer, boat or caravan in lieu of the second vehicle. The Employee may be required to show evidence of ownership of the trailer, boat or caravan to be transported.

(e) If the Employee tows the caravan, trailer or boat to the new residence, the additional rate per kilometre is to be 4.0 cents per kilometre for a caravan or boat and 2.5 cents per kilometre for a trailer.

60.4 The Employee will, before removal is undertaken, obtain quotes from at least two carriers which will be submitted to the Employer, who may authorise the acceptance of the more suitable quote provided that payment for a volume amount beyond 45 cubic metres will not occur without the prior written approval of the Employer.

60.5 The Employer may, in lieu of conveyance, authorise payment to compensate for any loss in any case where an Employee, with prior approval of the Employer, disposes of their household furniture effects and appliances instead of removing them to the new Headquarters. Provided that such payments will not exceed the sum which would have been paid if the Employee's household furniture effects and appliances had been removed by the cheapest method of transport available and the volume was 45 cubic metres.

60.6 Where an Employee is transferred to government owned or private rental accommodation, where furniture is provided, and as a consequence the Employee is obliged to store furniture, the Employee will be reimbursed the actual cost of such storage up to a maximum allowance of $1,178.00 per annum. Actual cost is deemed to include the premium for adequate insurance coverage for the value of the furniture stored. An allowance under this subclause will not be paid for a period in excess of four (4) years without the approval of the Employer.

60.7 Receipts must be produced for all sums claimed.

60.8 New appointees will be entitled to receive the benefits of this clause if they are required by the Employer to participate in any training course prior to being posted to their respective positions. This entitlement will only be available to Employees who have completed their training and who incur costs when moving to their first posting.

60.9 The Employer may agree to provide removal assistance greater than specified in this Agreement and if in that event that the Employee to whom the benefit is granted elects to leave the position, on a permanent basis, within 12 months, the Employer may require the Employee to repay the additional removal assistance on a pro rata basis. Repayment can be deducted from any monies due to the Employee.

60.10 For the purposes of this subclause, elects to leave the position, means the Employee freely chooses to leave the position in the ordinary course of promotion, transfer or resignation and this necessitates the Employer obtaining a replacement Employee.

60.11 The amounts specified in this clause will be amended as and when required consistent with changes to the equivalent amounts specified in the Award.

61. TRANSFER ALLOWANCE

61.1 Subject to subclauses 61.1(a) and (b), 61.2 and 61.5, an Employee who is transferred to a new locality in the public interest, or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the Employee has no control, will be paid at the rates prescribed in Column A, Items 2, 3 or 4 of Schedule 4 – Travelling, Transfer and Relieving Allowance for a period of 14 days after arrival at new Headquarters within Western Australia or Column A, Items 5 and 6 of Schedule 4 – Travelling, Transfer and Relieving Allowance of this Agreement for a period of 21 days after arrival at new Headquarters in another State of Australia. Provided that if an Employee is required to travel on official business during the said periods, such period will be extended by the time spent in travelling. Under no circumstances, however, will the provisions of this subclause operate concurrently with those of Clause 58 – Travelling Allowance to permit an Employee to be paid allowances in respect of both travelling and transfer expenses for the same period.

(a) Where the transfer occurs from the first pay period commencing on or after 19 December 2025, claims for expenses will be in accordance with this clause.

(b) Where a transfer occurs prior to the 19 December 2025, reimbursement will be in accordance with Clause 58 – Transfer Allowance of the Dental Health Services – Dental Officers – CSA Industrial Agreement 2022.

61.2 Prior to the payment of an allowance specified in subclause 61.1, the Employer will require the Employee to:

(a) certify that permanent accommodation has not been arranged or is not available from the date of transfer. In the event that permanent accommodation is to be immediately available, no allowance is payable; and

(b) advise the Employer that should permanent accommodation be arranged or become available within the prescribed allowance periods, the Employee will refund a pro rata amount of the allowance for that period the occupancy in permanent accommodation takes place prior to the completion of the prescribed allowance periods.

Provided that should an occupancy date which falls within the specified allowance periods be notified to the Employer prior to the Employee's transfer, the payment of a pro rata amount of the allowance should be made in lieu of the full amount.

61.3 If an Employee is unable to obtain reasonable accommodation for the transfer of the Employee's home within the prescribed period referred to in subclause 61.1 and the Employer is satisfied that the Employee has taken all possible steps to secure reasonable accommodation, such Employee will, after the expiration of the prescribed period in subclause 61.1, be paid in accordance with the rates prescribed by Column B, Items 2, 3, 4, 5 or 6 of Schedule 4 – Travelling, Transfer and Relieving Allowance as the case may require, until such time as the Employee has secured reasonable accommodation. Provided that the period of reimbursement under this subclause will not exceed 77 days without approval of the Employer.

61.4 An Employee who is transferred to the Employer owned accommodation will not be entitled to reimbursement under this clause unless their entry into Employer accommodation is delayed through circumstances beyond the Employee's control, in which case they will be paid in accordance with the rates prescribed by Column B, Items 2,3,4,5 or 6 of Schedule 4 – Travelling, Transfer and Relieving Allowance as the case may require, until such time as the Employee has secured reasonable accommodation, provided that:

(a) the period of reimbursement under this subclause will not exceed 77 days without the approval of the Employer; and;
(b) if any costs are incurred under subclause 56.2 (Disturbance Allowance) they will be reimbursed by the Employer.

61.5 When it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred by an Employee on transfer, an appropriate rate of reimbursement will be determined by the Employer.

61.6 The amounts specified in this clause will be amended as and when required consistent with changes to the equivalent amounts specified in Schedule J – Transfer, Relieving and Travelling Allowance of the Award.

62. PROPERTY ALLOWANCE

62.1 In this clause the following expressions will 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) 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 will be as set out in the Solicitors Cost Determination for non-contentious business matters made under section 133 of the *Legal Profession Uniform Law Application Act 2022* (WA)

(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 Commissioner, acting under Section 61 of the *Real Estate and Business Agents Act 1978* (WA), 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 will 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 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; and

(ii) outside the Metropolitan area, that area within a radius of 50 kilometres from an Employee's Headquarters when they are situated outside of the Metropolitan area.

(e) "Property" will 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 that law.

(h) "Transfer" or "Transferred" means a permanent transfer or permanently transferred.

62.2 When an Employee is transferred from one locality to another in the public interest or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the Employee has no control, the Employee will be entitled to be paid a property allowance for reimbursement of expenses incurred -

(a) 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 a new locality, the Employee -

(i) owned and occupied; or

(ii) was purchasing under a contract of sale providing for vacant possession; or

(iii) was constructing for the Employee's own permanent occupation, on completion of construction and

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

62.3 An Employee will be reimbursed such following expenses as are incurred in relation to the sale of a residence if the:

(a) Employee engaged an agent to sell the residence on the Employee's behalf - 50% of the amount of the commission paid to the agent in respect of the sale of the residence;

(b) Employee engaged a solicitor to act in connection with the sale of the residence - the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor in respect of the sale of the residence;

(c) land on which the residence is created was subject to a first mortgage and that mortgage was discharged on the sale, then an Employee will, if, in a case where a solicitor acted for the mortgagee in respect of the discharge of the mortgage and the Employee is required to pay the amount of the professional costs and disbursements necessarily incurred by the mortgagee in respect of the discharge of the mortgage - the amount so paid by the Employee;

(d) Employee did not engage an agent to sell the residence on the Employer's behalf - the amount of the expenses reasonably incurred by the Employee in advertising the residence for sale.

62.4 An Employee will be reimbursed such following expenses as are incurred in relation to the purchase of a residence:

(a) if the Employee engaged a solicitor or settlement agent to act in connection with the purchase of the residence - the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor or settlement agent in respect of the purchase of the residence;

(b) if the Employee mortgaged the land on which the residence was erected in conjunction with the purchase of the residence, then an Employee will, if, in a case where a solicitor acted for the mortgagee and the Employee is required to pay and has paid the amount of the professional costs and disbursements (including valuation fees but not a procuration fee payable in connection with the mortgage) necessarily incurred by the mortgagee in respect of the mortgage - the amount so paid by the Employee;

(c) if the Employee did not engage a solicitor or settlement agent to act on their behalf in connection with the purchase or such a mortgage - the amount of the expenses reasonably incurred by the Employee in connection with the purchase or the mortgage, as the case may be other than a procuration fee paid by the Employee in connection with the mortgage.

62.5 An Employee is not entitled to be paid a property allowance under subclause 62.2(b) unless the Employee is entitled to be paid a property allowance under subclause 62.2(a), provided that the Employer may approve the payment of a property allowance under subclause 62.2(b) to an Employee who is not entitled to be paid a property allowance under subclause 62.2(a) if the Employer is satisfied that it was necessary for the Employee to purchase a residence or land for the purpose of erecting a residence thereon in the new locality because of the Employee's transfer from the former locality.

62.6 For the purpose of this clause it is immaterial that the ownership, sale or purchase carried out on behalf of an Employee who owns solely, jointly or in common with:

(a) the Employee's Partner, or

(b) a dependant relative, or

(c) the Employee's Partner and a dependant relative.

62.7 Where an Employee sells or purchases a residence jointly or in common with another person - not being a person referred to in subclause 62.6 - the Employee will be paid only the proportion of the expenses for which the Employee is responsible.

62.8 An application by an Employee for a property allowance will be accompanied by evidence of the payment by the Employee of the expenses, being evidence that is satisfactory to the Employer.

62.9 Notwithstanding the foregoing provisions, an Employee is not entitled to the payment of a property allowance:

(a) in respect of a sale or purchase prescribed in subclause 62.2 which is effected –

(i) more than 12 months after the date on which the Employee took up duty in a new locality; or

(ii) after the date on which the Employee received notification of the transfer 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.

(b) Where the Employee is transferred from one locality to another solely at the Employee's own request or on account of misconduct.

62.10 Where there is a dispute or disagreement concerning the -

(a) necessity to purchase a residence or land;

(b) amount of the disbursements necessarily incurred and duly paid by the Employee;

(c) amount of expenses reasonably incurred by an Employee when the Employee did not engage –

(i) an agent to sell the residence on behalf of the Employee or

(ii) a solicitor or settlement agent to act in connection with the purchase or a mortgage,

the matter will be dealt with in accordance with Clause 78 – Dispute Settlement Procedure.

63. DISTRICT ALLOWANCE

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

63.2 Clauses 63.3 to 63.6 of this Agreement replace clauses 9.1.4 and 9.1.5 of the *District Allowance (Government Officers) General Agreement 2010* respectively.

63.3 When an Employee is on approved annual leave, the Employee will for the period of such leave, be paid the district allowance to which the Employee would ordinarily be entitled.

63.4 When an Employee is on approved personal leave or bereavement leave, the Employee will for the period of such leave, be paid the district allowance to which the Employee would ordinarily be entitled to a maximum of two (2) 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.

63.5 Notwithstanding Clause 63.4, the Employer may approve payment of a district allowance for an Employee on approved personal leave in excess of two (2) weeks where the Employer considers the payment being justified by the circumstances.

63.6 Except as otherwise provided in this clause, when an Employee is on long service leave or other approved leave with pay the Employee will 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.

63.7 The parties agree that any increase to district allowance rates resulting from negotiations between the Government and WA Public Sector unions, including the Union, for a replacement for the *District Allowance (Government Officers) General Agreement 2010* will be payable as per that replacement District Allowance General Agreement.

PART 7 – REGIONAL PROVISIONS

64. REGIONAL TRAINING AND DEVELOPMENT

64.1 The parties are committed to providing effective workforce management practices and opportunities to staff employed in regional areas.

For the purposes of this clause:

(a) "Training" includes, but is not limited to the provision of approved, formal instruction by a Dental Health Services representative or an external provider to one or more Employees in order to assist them to undertake a particular role or function, or to enhance their personal skills, knowledge and/or abilities.

(b) "Development" is the opportunity for an Employee to gain on-the-job experience and skills by working in a position other than the Employee's substantive position. Development opportunities include, but are not limited to:

(i) performance of duties at a higher classification level (acting);

(ii) secondment to another Dental Health Services site at the Employee's substantive classification level or at a higher classification level; or

(iii) temporary deployment within the same Dental Health Services site at the Employee's substantive classification level but where the duties differ from those of the Employee's substantive position.

64.2 Employers will:

(a) Ensure that regional Employees are, as far as reasonably practicable, provided with access to training and development opportunities having regard to that Dental Health Services' operational requirements and opportunities provided to metropolitan based staff.

(b) Ensure that regional Employees are offered job related training opportunities within their local area or by agreement, in another location. The Employer will cover all costs associated with the training activity.

(c) Where Employer initiated development opportunities are provided away from the Employee's home base, cover costs to the extent of the following provisions of this Agreement:

(i) Clause 59 – Relieving Allowance; and

(ii) Clause 38 – Weekend Absence from Residence.

(d) Ensure that registered redeployees located in regional areas are provided career transitional support, including ongoing professional development opportunities.

64.3 Dental Health Services will conduct a review into the accessibility to personal development opportunities including training and acting opportunities within 12 months of the registration of this Agreement. The findings of these reviews will be provided to the Joint Consultative Committee.

PART 8 – WORKFORCE MANAGEMENT

65. WORKLOAD MANAGEMENT

65.1 The Employer is committed to providing a safe and healthy work environment and will not require Employees to undertake an unreasonable workload in the ordinary discharge of their duties.

65.2 The objective of this clause is to ensure workload allocation is fair, manageable and without risk to health and safety.

65.3 The Employer will take reasonable steps to ensure that Employees:

(a) do not work excessive or unreasonable hours;

(b) are able to clear annual leave; and

(c) are paid or otherwise recompensed for work as provided for under this Agreement.

65.4 Employees are required to perform, attain or sustain a standard of work that may be reasonably expected of them.

65.5 Relevant indicators of workload will be monitored. Indicators may include:

(a) nature of work;

(b) work patterns;

(c) hours of work;

(d) levels of accrued annual leave and long service leave;

(e) environment in which work is performed;

(f) volume of work;

(g) level of performance;

(h) turnover;

(i) accident rate;

(j) workers' compensation claims lodged;

(k) personal leave usage;

(l) early retirement records;

(m) referral rates to Employee assistance programs (EAP) providers and general feedback regarding workload issues, if raised, from EAP counsellors; and

(n) exit information regarding workload, if raised; and

(o) summary information on the results of Employee workload surveys if conducted.

65.6 Where Employee performance issues are identified these will be managed in accordance with the Employer's performance management policy and should take into account:

(a) training and development;

(b) application of skill and competencies;

(c) capacity to perform at a required level;

(d) individual accountability; and

(e) communication and feedback.

65.7 With the exception of identified Employee performance issues, any workload issues, including the relevant indicators and the associated monitoring and recording may be dealt with as a function of the Joint Consultative Committee.

65.8 Where potential workload issues are identified by the Union or the Employer, a review team will be convened within 21 days of a written request from either party. The review team will be made up of representatives nominated by the Employer and the Union.

65.9 Once established, the review team will conduct a workload survey of affected Employees covered by this Agreement.

65.10 The review team will determine the content and scope of the workload survey based upon the criteria stated in subclause 65.5.

65.11 A workload survey may only be conducted where a workload survey has not been completed in the previous 12 months.

65.12 The collated results, of the survey, together with the report outlining the findings of the review team, will be provided to the parties to the Agreement within two (2) months of commencement of the survey.

65.13 Broader consultation on the workload survey results, and the findings of the review team may be undertaken through the JCC.

65.14 Any disputes in relation to this clause will be resolved in accordance with clause 78 – Dispute Settlement Procedure of the Agreement.

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

65.15 In this clause:

(a) "Business-critical matters" means any situation which is unexpected and requires an immediate response in relation to which the Employee's expertise, advice or assistance is required to enable an agency to perform its primary function.

(b) "Genuine welfare and safety matters" means serious matters likely to have an imminent effect on the welfare and/or safety of the Employee.

(c) "Work-related communications" include all communication concerning work matters that are not business critical or genuine welfare and safety matters sent via SMS, teams messages, phone-calls, or any other means of technological communication, to a personal or work issued phone, computer or other device.

65.16 The Employer is committed to minimising work-related communications to support work/life balance for Employees, whilst ensuring operational needs are met.

65.17 Managers and supervisors recognise Employees are not required to access or respond to work-related communications sent outside an Employee's ordinary or rostered hours, unless there is a business-critical matter or genuine welfare and safety matter.

65.18 Employees cannot be penalised or otherwise disadvantaged for choosing not to engage, respond or access work-related information or communication technologies outside their ordinary or rostered working hours.

65.19 This clause does not apply where an Employee is in receipt of an 'Out of Hours Contact' allowance under subclause 22.16 of this Agreement, undertaking reasonable overtime in accordance with clause 22 – Overtime of this Agreement, or where an Employee has provided contact details for the purpose of being notified for available casual or overtime shift work.

66. WORKING FROM HOME

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

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

66.3 The Employer must consider an Employee's working from home request. Any consideration is to be informed by the Employer's obligations under the *Equal Opportunity Act 1984* (WA) and subclause 66.4, and the requirements set out in subclauses 21.9 and 21.10 of this Agreement.

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

(a) the working from home arrangement requested by the Employee would be too costly for the Employer.

(b) it is not possible or would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the working from home arrangement requested by the Employee.

(c) it would result in a significant loss of efficiency or productivity or have a significant negative impact on customer service.

66.5 If the working from home arrangement is refused in accordance with clause 66.4, the Employer and Employee will consider whether other flexible working arrangements provided under this Agreement can be facilitated.

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

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

(a) duty of care responsibilities owed by the Employer and Employee under the *Work Health and Safety Act 2020* (WA); and

(b) all additional statutory obligations affecting the Employer/Employee relationship.

66.8 Employers are required to undertake a risk assessment of the work activities carried out by Employees. In carrying out any assessment, Employers must look at who and what can be affected by, and the possible effects of, the work being done from home.

66.9 Prior to implementing a working from home arrangement, Employers must discuss matters relevant to a working from home arrangement with Employees including; insurance, provision of equipment and tools, related overhead costs, the Employee's ordinary hours of work and flexible working arrangements provided under the Agreement, and any agreed reasonable accommodations. Employers can only initiate a working from home arrangement once this discussion has occurred and subject to the agreement of the Employee.

66.10 Approved working from home arrangements can, on the request of either the Employer or Employee, be reviewed. If the working from home arrangement is to be modified, the date of the implementation of the changes is to be agreed between the parties.

66.11 A working from home arrangement can be terminated by either:

(a) the Employer by giving three (3) weeks' notice, where it can be substantiated the arrangement:

(i) is having an ongoing adverse effect on the Employee's ability to deliver on their performance objectives; or

(ii) can no longer be accommodated on reasonable business grounds in accordance with clause 66.4; or

(b) an Employee by giving three (3) weeks' notice.

66.12 A working from home policy or procedure developed by an Employer, must be consistent with the provisions of this clause and statutory obligations under relevant legislation, including but not limited to, the *Work Health and Safety Act 2020* (WA) and the *Equal Opportunity Act 1984* (WA).

67. REDEPLOYMENT AND REDUNDANCY

67.1 The parties acknowledge that the *Public Sector Management Act 1994* (WA) and the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA) (Regulations) provide the legislative framework for redeployment and redundancy for Employees covered by this Agreement. If the provisions of this clause and the Regulations are inconsistent, the Regulations prevail.

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

(a) acknowledging that the Employee's classification level illustrates core competencies for that classification level;

(b) providing sufficient weight to the Employee's knowledge, skills and experience; and

(c) recognising the transferability of skills to roles where a direct fit may not exist.

67.3 The Employer and prospective Employer will seek to place Surplus Employees in suitable positions, pursuant to subclause 67.2.

67.4 The Employer will provide Surplus Employees with direct access to priority vacancies through the Government Jobs Platform.

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

67.6 Upon notification of registration, the Employer will provide an Employee who is notified of the Employer's intention to register them under regulation 18 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA) with the written reason/s for the intended registration and the possible employment, placement and training options available to them.

67.7 Where the Employer is able to do so consistent with Commissioner's Instruction No. 12 – Redeployment and Redundancy, the Employer may Suspend the Redeployment period of a Registered Employee for the duration that the Employee is participating in retraining, a secondment or other employment placement arrangement. Where suspension of the total duration would exceed the allowable duration under Commissioner's Instruction No. 12 – Redeployment and Redundancy, the Employer may Suspend the Redeployment period for the portion allowable.

67.8 The Employer will notify the Union prior to a Registered Employee entering the last three (3) months of their Redeployment period.

68. LEAVE TO ATTEND UNION BUSINESS

68.1 The Employer will grant paid leave at the ordinary rate of pay during normal working hours to an Employee:

(a) who is required to attend or give evidence before any Industrial Tribunal;

(b) who as a Union-nominated representative is required to attend any negotiations and/or proceedings before an Industrial Tribunal and/or meetings with Ministers of the Crown, their staff or any other representative of Government;

(c) when prior arrangement has been made between the Union and the Employer for the Employee to attend official Union meetings preliminary to negotiations and/or Industrial Tribunal proceedings; and

(d) who as a Union-nominated representative is required to attend joint union/management consultative committees or working parties.

68.2 The granting of leave is subject to convenience and will only be approved:

(a) where reasonable notice is given for the application for leave;

(b) for the minimum period necessary to enable the Union business to be conducted or evidence to be given; and

(c) for those Employees whose attendance is essential.

68.3 The Employer will not be liable for any expenses associated with an Employee attending to Union business.

68.4 Leave of absence granted under this clause will include any necessary travelling time in normal working hours.

68.5 An Employee will not be entitled to paid leave to attend to Union business other than as prescribed by this clause.

68.6 The provisions of the clause will not apply to:

(a) special arrangements made with the Union which provide for unpaid leave for Employees to conduct Union business;

(b) when an Employee is absent from work without the approval of the Employer; and

(c) Casual Employees.

69. TRADE UNION TRAINING LEAVE

69.1 Subject to convenience of the Employer and the provisions of this clause:

(a) The Employer will grant paid leave of absence to Employees who are nominated by the Union, to attend short courses relevant to the WA Public Sector or role of Union workplace representative, conducted by the Union.

(b) The Employer will grant paid leave of absence to attend similar courses or seminars as from time to time approved by agreement between the Employer and the Union.

69.2 An Employee will be granted up to a maximum of five (5) days paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five (5) days and up to 10 days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed 10 days.

69.3 Leave of absence will be granted at the ordinary rate of pay and will not include shift allowances, penalty rates or overtime.

69.4 Where a Public Holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.

69.5 Subject to subclause 69.3, shift workers attending a course will be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.

69.6 Part-time Employees will receive the same entitlement as full-time Employees, but payment will only be made for those hours that would normally have been worked but for the leave.

69.7 Any application by an Employee will be submitted to the Employer for approval at least four (4) weeks before the commencement of the course unless the Employer agrees otherwise.

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

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

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

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

70. UNION FACILITIES FOR UNION REPRESENTATIVES

70.1 The Employer recognises the rights of the Union to organise and represent its members. Union representatives in the agency have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing members' interests in the workplace, agency and union electorate.

70.2 The Employer recognises that, under the Union's rules, Union representatives are members of an Electorate Delegates Committee representing members within a Union electorate. A Union electorate may cover more than one agency.

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

70.4 The Union will advise the Employer in writing of the names of the Union representatives in Dental Health Services.

70.5 The Employer will recognise the authorisation of each Union representative in the agency and will provide them with the following:

(a) Paid time off from normal duties to perform their functions as a union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the electorate delegates committee and to attend Union business in accordance with Clause 68– Leave to Attend Union Business.

(b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities will not unreasonably affect the operation of the organisation and will be in accordance with Dental Health Services protocols.

(c) A noticeboard for the display of Union materials including broadcast email facilities.

(d) Paid access to periods of leave for the purpose of attending union training courses in accordance with Clause 69 – Trade Union Training Leave of this Agreement. Country representatives will be provided with appropriate travel time.

(e) Access to awards, agreements, policies and procedures.

(f) The names of any Equal Employment Opportunity and Work Health and Safety representatives.

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

70.7 The Employer will provide the Union with notification of the commencement of new Employees, and as part of their induction, time to discuss the benefits of Union membership with them.

70.8 In addition to subclause 70.7, the Employer will provide the Union with time to discuss the benefits of Union membership with new Employees as part of the Employees' formal induction program. Where the induction is wholly online, the Union will be afforded the opportunity to provide content on the benefits of union membership for inclusion in the online induction program.

70.9 Union Meetings

(a) Subject to reasonable notice being provided to the Employer:

(i) Employees will be granted paid time off to attend up to four meetings per calendar year of up to one hour's duration at the workplace held by the Union;

(ii) where a meeting exceeds one hour, any absence will be without pay for that part of the meeting which exceeds one hour; and

(iii) to conduct these meetings the Union, upon written request, will be given access to a private facility at the workplace for the duration of each meeting, if such a facility is reasonably available at the workplace.

70.10 Notification of New Employees

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

70.11 Provision of Dental Health Services' Structure Information

(a) The Employer will provide the Union with a current version of Dental Health Services' Organisational Structure in the first fortnight of each financial year. The Union can request additional details about the Organisational Structure, and the Employer will approve all reasonable requests.

71. RIGHT OF ENTRY AND INSPECTION BY AUTHORISED REPRESENTATIVES

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

71.2 An authorised representative will, on notification to the Employer have the right to enter Dental Health Services premises where relevant Employees covered by this Agreement work during working hours, including meal breaks, for the purpose of holding discussions at the premises with relevant Employees covered by the Agreement who wish to participate in those discussions, the legitimate business of the Union or for the purpose of investigating complaints concerning the application of this Agreement, but will in no way unduly interfere with the work of Employees.

72. KEEPING OF AND ACCESS TO EMPLOYMENT RECORDS

72.1 The Employer will ensure that the keeping of employment records and access to employment records of Employees is in accordance with *Industrial Relations Act 1979* (WA) Part 11 Division 2F Keeping of and access to employment records. If the Employer maintains a personal or other file on an Employee subject to the Employer's convenience, the Employee will be entitled to examine all material maintained on that file.

73. WORK HEALTH AND SAFETY

Health and Safety Representative Training

73.1 The provisions of this clause shall be read and interpreted in conjunction with the *Work Health and Safety Act 2020* (WA) (WHS Act) and *Work Health and Safety (General) Regulations 2022* (WA) (WHS Regulations). To the extent this clause provides for more generous entitlements, this clause will apply.

73.2 The Employer acknowledges the importance of ensuring Health and Safety Representatives are provided with work health and safety training.

73.3 The Employer will proactively facilitate the training of Health and Safety Representatives within the timeframes specified in the following table:

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

73.4 Where a Health and Safety Representative does not request to attend a training course in work health and safety as per section 72(1)(c) of the WHS Act, the Representative will attend a training course provided by Unity Training Services, subject to:

(a) Unity Training Services being a training provider as approved by the Work Health and Safety Commission;

(b) the Health and Safety Representative being required to attend the training course under the WHS Act or WHS Regulations; and

(c) the Employer meeting their obligations under the *Financial Management Act 2006*

(WA).

73.5 The Employer will:

(a) allow a Health and Safety Representative paid time off work to attend training;

(b) ensure the Health and Safety Representative is paid in full, including any shift penalties that they would otherwise be entitled to receive for performing the representative's normal duties during the time taken to facilitate their attendance;

(c) ensure any Health and Safety Representative that is a shift worker is given adequate rest before and/or after any shift prior to or after their attendance, and the facilitation of such rest shall not require the shift worker to use any form of leave, paid or otherwise; and

(d) pay the course fees and any other reasonable costs associated with a Health and Safety Representative's attendance.

Health and Safety Representative Register

73.6 The Employer will maintain a Health and Safety Representative Register.

73.7 The Register will record the following information for each health and safety representative:

(a) name;

(b) work branch/division (as appropriate);

(c) work location;

(d) job title/occupation;

(e) date of election as a representative; and

(f) training details on completion of relevant health and safety training courses, including initial and refresher training dates and the name of the training provider.

73.8 The Employer will provide detail as per subclause 73.7 to the Union and System Manager every six (6) months.

73.9 By 31 January each year, the System Manager will provide a year to date summary of the Register for the WA health system to the Department of Local Government, Industry Regulation and Safety – Government Sector Labour Relations.

74. INFORMATION TECHNOLOGY RESOURCES

74.1 The parties recognise that information technology resources have major implications for industrial and human resource functions within the workplace.

74.2 The Employer recognises the need to provide appropriate information to all Employees, so it is accessible in the workplace in either electronic or hard copy format.

74.3 Where the Employer utilises information technology as the means of communicating to Employees, the Employer must ensure that where Employees do not have access to technology, then alternative methods of providing this information will be used.

74.4 The information includes, but is not limited to policies and practice guidelines, human resource manuals, awards and agreements, internal agency news bulletins and updates and job opportunities.

PART 9 – CONSULTATIVE MECHANISMS

75. CONSULTATION AND JOINT CONSULTATIVE COMMITTEE

Consultation on Proposals for Change

75.1 For the purposes of this clause the expressions below have the following meanings:

(a) "change" means situations where the Employer proposes to make a change or changes likely to affect existing practice(s), working conditions or employment prospects of Employees. For the avoidance of doubt, the adoption of artificial intelligence or assistive technologies can be a situation that constitutes change.

(b) "consultation" means a process that involves the timely exchange of relevant information and the opportunity for discussions between the parties on matters relevant to a proposed change. These discussions are to provide the Union and Employees with a genuine opportunity to contribute to the decision making process.

75.2 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 Dental Health Services.

75.3 Employers will refer to the WA Government Artificial Intelligence Policy and Assurance Framework when developing or using Artificial Intelligence Tools.

75.4 The parties agree that:

(a) consultation must occur prior to the Employer's decision to make a change.

(b) the Employer will, in writing, notify the Union and Employees who may be affected by a proposed change as soon as practicable. To enable genuine consultation to occur, the notification should include, at minimum, the nature of the proposed change and the effect it is likely to have on Employees;

(c) the consultation discussion will commence as soon as possible after the Employer notifies the Union and affected Employees of the proposed change.

(d) the consultation process will be open and transparent, and the following principles will apply:

(i) Employers will ensure appropriate mechanisms and communication channels are in place to facilitate consultation;

(ii) The Employer and the Union are to provide all reasonable and relevant information except confidential commercial, business or personal information, the release of which may seriously harm a party or individual;

(iii) information provided will be clear and with sufficient background information available so that issues are understood;

(iv) Employers will assess the impacts of change broadly;

(v) throughout the consultation process, the Employer will provide adequate time, resources and support for information to be considered by affected Employees and the Union for consultation to occur; and

(vi) once a change is implemented, the Employer will evaluate and review the change and inform the JCC of the review outcomes.

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

(a) the number of Employees or persons engaged in each category;

(b) the position or duties being undertaken by each Employee or person engaged;

(c) the reason for the arrangement or employment;

(d) the total duration of each arrangement or employment (including successive contracts); and

(e) the expiry date of the contract (excluding for Casual Employees).

Joint Consultative Committee

75.6 The parties recognise the need for effective communication to improve the business/operational performance and working environment in Dental Health Services.

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

75.8 Dental Health Services will have a JCC comprising of the Employer or their nominee, Employer nominated representatives and Union nominated representatives unless otherwise agreed between the Employer and the Union.

75.9 The JCC will convene within 28 days of a written request being received from either party.

75.10 The JCC will determine its own operating procedures.

75.11 JCCs will be a forum for consultation on issues such as:

(a) development of workload management tools within Dental Health Services;

(b) industrial issues;

(c) fixed term, casual employment and labour hire usage;

(d) changes to work organisation and/or work practices occurring in the workplace;

(e) Employer implementation of recommendations from Government decisions, policies and initiatives;

(f) Employer implementation of other aspects of this Agreement.

75.12 The consultation process will comply with the parameters set out in subclause 75.4

75.13 Matters not resolved through the JCC can be referred to the provisions of Clause 78 – Dispute Settlement Procedure of this Agreement.

76. NOTIFICATION OF CHANGE

76.1 (a) Where the Employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on Employees, the Employer will notify the Employees who may be affected by the proposed changes and the Union.

(b) For the purpose of this clause significant effects includes termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and restructuring of jobs.

Provided that where this Agreement makes provision for alteration of any of the matters referred to in this clause an alteration will be deemed not to have significant effect.

76.2 (a) The Employer will discuss with the Employees affected and the Union, inter alia, the introduction of the changes referred to in subclause 76.1, the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees and will give prompt consideration to matters raised by the Employees and/or the Union, in relation to the changes.

(b) The discussion will commence as early as practicable after a firm decision has been made by the Employer to make the changes referred to in subclause 76.1, unless by prior arrangement, the Union, is represented on the body formulating recommendations for change to be considered by the Employer.

(c) For the purposes of such discussion the Employer will provide to the Employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees. Provided that any Employer will not be required to disclose confidential information, the disclosure of which would be inimical to the Employer's interest.

77. COMMITMENTS ARISING FROM THE PUBLIC SECTOR CSA AGREEMENT 2024

77.1 The parties recognise the commitments contained in the following Public Sector CSA Agreement 2024 clauses:

(a) clause 15.8 – Government Temporary Labour Hire Review;

(b) clause 63 – Review of Common Use Agreements and Contracts; and

(c) clause 66 – Reserved Matters/Liberty to Apply.

PART 10 – DISPUTE SETTLEMENT PROCEDURE

78. DISPUTE SETTLEMENT PROCEDURE

Employee/Employer Disputes

78.1 Any questions, difficulties or disputes arising in the course of the employment of Employees covered by this Agreement will be dealt with in accordance with this clause.

78.2 The Employee/s and the manager with whom the dispute has arisen will discuss the matter and attempt to find a satisfactory solution, within three (3) working days. An Employee may be accompanied by a Union representative.

78.3 If the dispute cannot be resolved at this level, the matter will be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three (3) working days. An Employee may be accompanied by a Union representative.

78.4 If the dispute is still not resolved, it may be referred by the Employee/s or Union representative to the Employer or their nominee.

78.5 Where the dispute cannot be resolved within five (5) working days of the Union representatives' referral of the dispute to the Employer or their nominee, either party may refer the matter to the WAIRC.

78.6 The period for resolving a dispute may be extended by agreement between the parties.

78.7 Notwithstanding the operation of clauses 78.2 to 78.5, disputes involving multiple Employees may be raised by the Union directly with the Employer or the Employer's nominated representative.

78.8 If a dispute is raised by the Union via clause 78.7, the parties will make a genuine attempt to reach an agreed solution. If the dispute cannot be resolved, either party may refer the dispute to the WAIRC for conciliation or, where appropriate, arbitration.

78.9 At all stages of the procedure the Employee may be accompanied by a Union representative.

Parties to this Agreement

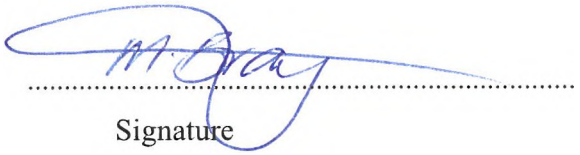
78.10 Any questions, difficulties or disputes arising under this Agreement between the parties may be referred by either party to the WAIRC for conciliation and where appropriate arbitration.

78.11 Nothing in this clause constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008* (WA)

PART 11 – SCHEDULES

SCHEDULE 1 – SIGNATURES OF PARTIES

Signed:



10th November 2026

Signature Date

Melanie Bray
General Secretary
The Civil Service Association of Western Australia Incorporated

Signed:



10 November 2026

Signature Date

Joshua Chapman A/Director System-wide Industrial Relations
for and on behalf of the Employer

SCHEDULE 2 – SALARIES

Classification	On and from 1 July 2024	On and from 1 July 2025	On and from 1 July 2026
Level 1 Dentist Year 1	$124,020	$128,980	$133,495
Level 1 Dentist Year 2	$129,353	$134,527	$139,235
Level 1 Dentist Year 3	$134,915	$140,311	$145,222
Level 1 Dentist Year 4	$140,716	$146,345	$151,467
Level 1 Dentist Year 5	$146,767	$152,638	$157,980
Level 1 Dentist Year 6	$153,078	$159,201	$164,773
Level 2 Dentist Year 1	$159,170	$165,536	$171,330
Level 2 Dentist Year 2	$165,726	$172,355	$178,387
Level 2 Dentist Year 3	$172,401	$179,297	$185,572
Level 3 Dentist	$189,297	$196,869	$203,759
Head of Unit, Area Dental Officer, Dentist in Charge	$195,428	$203,245	$210,359
Regional Dental Officer	$216,824	$225,497	$233,389
Manager Central Clinical and Support Services, Manager Community Dental Services	$227,516	$236,617	$244,898

SCHEDULE 3 – MOTOR VEHICLE ALLOWANCE

Item	Area	Rate (cents) per kilometre
1. Voluntary use of vehicle	(a) Metropolitan Area	94.0
	(b) Rest of the State	99.0
2. Vehicle as a Condition of Employment	(a) Metropolitan Area	194.0
	(b) Rest of the State	204.0
3. Motorcycle Allowance	Metropolitan Area and Rest of the State	33.0

SCHEDULE 4 – TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE

ITEM	PARTICULARS	COLUMN A DAILY RATE	COLUMN B DAILY RATE EMPLOYEES WITH DEPENDENTS: RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 59.3(b) & TRANSFER ALLOWANCE FOR PERIOD IN EXCESS OF PRESCRIBED PERIOD (CLAUSE 61.3)	COLUMN C DAILY RATE EMPLOYEES WITHOUT DEPENDENTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 59.3(b))
ALLOWANCE TO MEET INCIDENTAL EXPENSES ONLY (Clauses 58.2 and 58.6)				
(1)	Incidental Allowance	$35.05		
ACCOMMODATION INVOLVING AN OVERNIGHT STAY WHERE FOOD AND ACCOMODATION IS NOT PROVIDED (Clauses 58.3(a) and 58.7)				
		$	$	$
(2)	WA - Metropolitan Hotel or Motel	485.20	242.60	161.70
(3)	Locality South of 26° South Latitude	427.20	213.60	142.40
	Northam	440.20	220.10	146.70
(4)	Locality North of 26° South Latitude:	427.20	213.60	142.40
	Broome	475.20	237.60	158.40
	Exmouth	455.20	227.60	151.70
	Karratha	508.20	254.10	169.40
	Kununurra	442.20	221.10	147.40
	Newman	491.20	245.60	163.70
	Wickham	508.70	254.35	169.55
(5)	Interstate - Capital City			
	Sydney	517.20	258.60	172.40
	Melbourne	485.20	242.60	161.70
	Adelaide	431.20	215.60	143.70
	Brisbane	477.20	238.60	159.05
	Canberra	466.20	233.10	155.40
	Darwin	513.20	256.60	171.05

	Hobart	455.20	227.60	151.70
(6)	Interstate – Other than Capital City	427.20	213.60	142.40

ALLOWANCE TO MEET INCIDENTAL AND MEAL EXPENSES (Clauses 58.3(b) and 58.4)

(7)	Incidental and Meal Allowance:	220.20

ALLOWANCE TO MEET MEAL EXPENSES ONLY (Clause 58.4).

(8)	Meal Allowance:	
	Breakfast	42.15
	Lunch	59.60
	Dinner	83.40

MIDDAY MEAL (Clause 58.11)

(9)	Rate per meal	23.20
(10)	Maximum rate per pay period	116.00