

GOVERNMENT SERVICES (MISCELLANEOUS) GENERAL AGREEMENT 2025
WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	ARTS AND CULTURE TRUST (WA) AND OTHERS	APPLICANTS
	-v-	
	UNITED WORKERS UNION (WA)	RESPONDENT
CORAM	COMMISSIONER T B WALKINGTON	
DATE	WEDNESDAY, 22 JANUARY 2025	
FILE NO/S	AG 2 OF 2025	
CITATION NO.	2025 WAIRC 00025	

Result	Agreement Registered
Representation	
Applicant	Mr Alex Lyon and Ms Roslyn Kirwan
Respondent	Ms Lisa Judge

Order

HAVING heard from Mr Lyon and Ms Kirwan on behalf of the Arts and Culture Trust (WA) and Others, and Ms Judge on behalf of the United Workers Union (WA), the Commission, pursuant to the powers conferred under the *Industrial Relations Act 1979* (WA), hereby orders –

THAT the agreement made between the parties filed in the Commission on 7 January 2025 entitled *Government Services (Miscellaneous) General Agreement 2025* and as amended by the parties on 16 January 2025 attached to this Order be registered as an industrial agreement in replacement of the *Government Services (Miscellaneous) General Agreement 2023*, which by operation of s 41(8) is cancelled.

 **L.S. (Sgd.) T.B. WALKINGTON**
COMMISSIONER T B WALKINGTON

**GOVERNMENT SERVICES (MISCELLANEOUS)
GENERAL AGREEMENT 2025**

PART 1 – APPLICATION OF AGREEMENT

1. Title

- 1.1. This Agreement shall be known as the Government Services (Miscellaneous) General Agreement 2025 and replaces the Government Services (Miscellaneous) General Agreement 2023 (AG 23 of 2022).

2. Arrangement

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

26.	Tea Break for Cleaners.....	19
27.	Tea Break for Gardeners.....	19
28.	Split Shifts	19
29.	First Aid Allowance	20
30.	Shower Allowance	20
31.	Closet Allowance	21
32.	Sanitary Bin Allowance	21
33.	Shoe Allowance	21
34.	Taxi and Parking Allowance.....	22
35.	Removal Allowance	22
36.	District Allowance.....	24
37.	Annual Leave Travel Concession	24
38.	Recovery of Underpayments.....	24
39.	Recovery of Overpayments	25
PART 4 – LEAVE OF ABSENCE		26
40.	Parental and Related Leave.....	26
41.	Superannuation on unpaid parental leave.....	43
42.	Compassionate Leave for Early Pregnancy Loss.....	44
43.	Foster Carers Leave	44
44.	Personal Leave.....	45
45.	Family and Domestic Violence	52
46.	Bereavement Leave	55
47.	Annual Leave Flexibilities	56
48.	Annual Leave Loading.....	57
49.	Long Service Leave.....	58
50.	Cultural Ceremonial Leave	61
51.	Cultural Leave for Aboriginal and Torres Strait Islanders.....	62
52.	Purchased Leave – 42/52 Arrangement	62
53.	Purchased Leave – Deferred Wages Arrangement	64
54.	Study Assistance	65
55.	International Sporting Events Leave.....	69
56.	Blood/Plasma Donors Leave.....	70
57.	Emergency Services Leave.....	70
58.	Leave for Training with Defence Force Reserves	70
59.	Public Health Emergency Leave	71

PART 5 – CHANGE MANAGEMENT	73
60. Consultation	73
61. Redundancy and Redeployment	74
PART 6 – UNION RELATED MATTERS.....	75
62. Union Facilities for Union Representatives	75
63. Work Health and Safety.....	77
PART 7 – DISPUTE SETTLEMENT PROCEDURE	79
64. Dispute Settlement Procedure	79
PART 8 – SCHEDULES TO THE AGREEMENT.....	80
Schedule 1 – Signatures of Parties	80
Schedule 2A - Wage Schedule	81
Schedule 2B – Wages - Child Care Givers	84
Schedule 2C – Wages– Horticulture, Maintenance and Cleaners – Zoological Parks Authority.....	91
Schedule 2D – Wages – Home Economic Assistants Employed by TAFE	92
Schedule 2E – Wages – Home Economic Assistants Employed by Department of Education.....	93
Schedule 3 – Agency Specific Schedule – Western Australian Museum.....	94
Schedule 4 – Agency Specific Schedule – TAFE Colleges.....	96
Schedule 5 – Agency Specific Schedule – Department of Education (Schools).....	97
Schedule 6 – Agency Specific Schedule – Department of Education – Residential Colleges	112
Schedule 7 – Agency Specific Schedule – Department of Planning, Lands and Heritage (Fremantle Prison).....	113
Schedule 8 – Agency Specific Schedule – Zoological Parks Authority	116
Schedule 9 – List of Respondents	117

3. Definitions

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

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

- (i) persons employed by the respondents listed in Schedule 9 in the classifications referred to in Schedule 2A, 2B, 2C, 2D and 2E; and
 - (ii) Canteen Workers employed by the Director General, Department of Education, subject to clause 10 of Schedule 5 - Agency Specific Schedule – Department of Education (Schools).
- (f) “Employer” means any of the respondents listed in Schedule 9.
 - (g) “General Agreement” means the Government Services (Miscellaneous) General Agreement 2025.
 - (h) “Partner” means a person who is a spouse or de-facto partner.
 - (i) “Redeployment period” means the redeployment period as defined by regulation 28 of the Public Sector Management (Redeployment and Redundancy) Regulations 2014.
 - (j) “Registered employee” means a registered employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
 - (k) “Registrable employee” means a registrable employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
 - (l) “Replacement employee” means an Employee specifically engaged to replace an Employee proceeding on parental and related leave.
 - (m) “Suitability” means suitable office, post or position or suitable employment as defined by section 94(6) of the *Public Sector Management Act 1994* as read with regulation 7 of the Public Sector Management (Redeployment and Redundancy) Regulations 2014.
 - (n) “Suitable office, post or position”, and “Suitable employment” have the meaning given in section 94(6) of the *Public Sector Management Act 1994* as read with regulation 7 of the Public Sector Management (Redeployment and Redundancy) Regulations 2014.
 - (o) “Surplus employee” means either a Registrable employee or a Registered employee.
 - (p) “Suspend” means to suspend the continuance of an Employee's Redeployment period in accordance with regulation 29 of the Public Sector Management (Redeployment and Redundancy) Regulations 2014.
 - (q) “Union” means United Workers Union (WA).
 - (r) “WAIRC” means the Western Australian Industrial Relations Commission.

4. Purpose of Agreement

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

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

5. Application and Parties Bound

- 5.1. This General Agreement shall replace the Government Services (Miscellaneous) General Agreement 2023 in its entirety.
- 5.2. The parties bound by this General Agreement are United Workers Union (WA) and the respondents listed in Schedule 9.
- 5.3. This General Agreement shall apply to all Employees who are employed in Western Australia, are members of or eligible to be members of the Union and:
 - (a) covered by the Awards; or
 - (b) employed in a school canteen in the classifications listed in Schedule 5 – Agency Specific Schedule – Department of Education (Schools).
- 5.4. At the date of registration the approximate number of Employees bound by this General Agreement is 4,880 (headcount).

6. Term of Agreement

- 6.1. This General Agreement operates on and from the date of registration and expires on 31 December 2026.
- 6.2. The parties to this General Agreement agree to re-open negotiations for a replacement agreement at least six months prior to the expiry of this General Agreement with a view to implement a replacement agreement operative from 1 January 2027.

7. Relationship to Parent Awards

- 7.1. This General Agreement shall be read in conjunction with the following awards:
 - (a) *Catering Employees and Tea Attendants (Government) Award 1982;*
 - (b) *Children’s Services (Government) Award 1989;*
 - (c) *Cleaners and Caretakers (Government) Award 1975;*
 - (d) *Community Welfare Department Hostels Award 1983;*
 - (e) *Country High School Hostels Award 1979;*

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

5. Application and Parties Bound

- 5.1. This General Agreement shall replace the Government Services (Miscellaneous) General Agreement 2023 in its entirety.
- 5.2. The parties bound by this General Agreement are United Workers Union (WA) and the respondents listed in Schedule 9.
- 5.3. This General Agreement shall apply to all Employees who are employed in Western Australia, are members of or eligible to be members of the Union and:
 - (a) covered by the Awards; or
 - (b) employed in a school canteen in the classifications listed in Schedule 5 – Agency Specific Schedule – Department of Education (Schools).
- 5.4. At the date of registration the approximate number of Employees bound by this General Agreement is 4,880 (headcount).

6. Term of Agreement

- 6.1. This General Agreement operates on and from the date of registration and expires on 31 December 2026.
- 6.2. The parties to this General Agreement agree to re-open negotiations for a replacement agreement at least six months prior to the expiry of this General Agreement with a view to implement a replacement agreement operative from 1 January 2027.

7. Relationship to Parent Awards

- 7.1. This General Agreement shall be read in conjunction with the following awards:
 - (a) *Catering Employees and Tea Attendants (Government) Award 1982;*
 - (b) *Children’s Services (Government) Award 1989;*
 - (c) *Cleaners and Caretakers (Government) Award 1975;*
 - (d) *Community Welfare Department Hostels Award 1983;*
 - (e) *Auxiliary Staff Residential Colleges (Government) Award 2021;*

- (f) *Cultural Centre Award 1987;*
- (g) *Gardeners (Government) Award 1986;*
- (h) *Miscellaneous Government Conditions and Allowances Award 1992; and*
- (i) *Recreation Camps (Department for Sport and Recreation) Award 1975.*

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

8. No Further Claims

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

9. Core Conditions

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

Catering Employees and Tea Attendants (Government) Award 1982:

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

Children’s Services (Government) Award 1989:

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

Cleaners and Caretakers (Government) Award 1975:

- Clause 2 – Contract of Employment;

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

Community Welfare Department Hostels Award 1983:

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

Auxiliary Staff Residential Colleges (Government) Award 2021:

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

Cultural Centre Award 1987:

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

Gardeners (Government) Award 1986:

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

Miscellaneous Government Allowances and Conditions Award No. A 4 of 1992:

Clause 10 – Cultural/Ceremonial Leave;
Clause 11 – Purchased Leave – 48/52 Wages Arrangement;
Clause 12 – Deferred Wages Arrangement;
Clause 13 – Blood/Plasma Leave;
Clause 14 – Emergency Services Leave;

Clause 15 – Defence Force Reserves Leave;
Clause 17 – Salary Packaging;
Clause 18 – Employment Records;
Clause 19 – Right of Entry;
Clause 20 – Trade Union Training Leave;
Clause 21 – Leave to Attend Union Business;
Clause 28 – Collection of Banking Details;
Clause 30 – Union Facilities for Union Representatives;
Clause 31 – Witness and Jury Service;
Clause 33 – Traineeships; and
Clause 35 – Access to Award.

Recreation Camps (Department for Sport and Recreation) Award 1975

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

10. Agency Specific Agreements

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

PART 2 – TYPES OF EMPLOYMENT

11. General Employment

- 11.1. The Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training, including work, which is incidental or peripheral to the Employee's main tasks or functions.

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

12. Employer Preference

- 12.1. The Employer recognises that permanent employment is the preferred form of engagement for Employees covered by this General Agreement.
- 12.2. The Employer recognises that casual employment, labour hire, and other contract for service arrangements are not the preferred methods for delivery of services, and the Employer will work towards minimising the use of casual employment, labour hire and other contract for service arrangements.
- 12.3. Within 60 days of a request being made in writing, the Employer will provide to the Union the names of the labour hire businesses used; the functions undertaken; the headcount number of labour hire employees performing the work; and the amount of money paid to each labour hire business.
- 12.4. Prior to engaging, or extending the engagement of, a labour hire employee, or otherwise entering into a new or extended labour hire arrangement, the Employer must first consider whether any permanent Surplus employees can undertake the role or duties required. All duties undertaken by labour hire employees will be assessed every three months for the possibility of a Surplus employee instead undertaking the role or duties. If a permanent Surplus employee can undertake the role or duties, they will be offered the employment.
- 12.5. Where more than one appropriate permanent Surplus employee exists, the following hierarchy shall apply for access to the role or duties:
- (a) internal Surplus employees are considered first;
 - (b) if no internal Surplus employees are suitable, Registered employees from other employing authorities are considered; and
 - (c) if no Registered employees are suitable, Registrable employees from other employing authorities are considered.

13. Public Sector Delivery of Public Services

- 13.1. The Government and Employer prefer the delivery of public services to be undertaken by Employees.
- 13.2. Only in exceptional circumstances, and following Government having considered the public interest, will work or functions currently undertaken by Employees be privatised or outsourced. Meaningful consultation will occur with the Union and affected Employees at the earliest possible opportunity.
- 13.3. If Government identifies work carried out by persons external to the Public Sector which can be returned to the Public Sector in line with its stated preference the Union will be consulted at the earliest opportunity.

14. Modes of Employment

- 14.1. Except as otherwise provided by this clause Employees will be employed on an ongoing basis.
- 14.2. All appointments are to be made in accordance with the Commissioner's Instruction No.1 - Employment Standard and Commissioner's Instruction No. 2 - Filling a Public Sector Vacancy, or their replacement, as published by the Public Sector Commission.
- 14.3. Before employing a person as a fixed term contract Employee or providing a new or extended fixed term contract to an Employee, the Employer must first consider whether any permanent Surplus employees can undertake the role or duties required. If a permanent Surplus employee can undertake the role or duties, they will be offered the employment.
- 14.4. Where more than one appropriate permanent Surplus employee exists, the following hierarchy shall apply for access to the role or duties:
 - (a) internal Surplus employees are considered first;
 - (b) if no internal Surplus employees are suitable, Registered employees from other employing authorities are considered; and
 - (c) if no Registered employees are suitable, Registrable employees from other employing authorities are considered.
- 14.5. Fixed term and casual contracts may only be used in the following circumstances:
 - (a) special projects;
 - (b) to temporarily fill vacancies, where a decision has been made to fill that vacancy, whilst the recruitment process is undertaken; and
 - (c) to fill vacancies due to:
 - (i) parental leave;
 - (ii) long service leave;
 - (iii) personal leave;

- (iv) workers compensation;
- (v) secondments;
- (vi) leave without pay;
- (vii) the substantive occupant working in another position that may involve higher duties;
- (viii) the substantive occupant being temporarily deployed elsewhere;
- (ix) other forms of leave as prescribed in the General Agreement or relevant Award; or

(d) any other situations as agreed between the Employer and the Union either at an industry or local level.

- 14.6. The Employer will provide the Union the names and work locations of all Employees on fixed term contracts within 28 days of a request being made in writing.
- 14.7. The parties agree that Employees who are currently employed on fixed term contracts and who are not employed in the circumstances as prescribed in subclause 14.5 of this General Agreement shall be made permanent.
- 14.8. To achieve the object of subclause 14.7, the Employer will review the status of all existing Employees employed on fixed term contracts and identify those who will qualify for ongoing employment.
- 14.9. The Employer undertakes to complete the review of fixed term contract Employees and to provide a list of Employees to be made permanent and those to remain on fixed term contracts to the Union. This list will detail the circumstances requiring the use of temporary contracts as listed in subclause 14.5.
- 14.10. Where there is a dispute between the parties concerning the correct status of an Employee it shall be dealt with in accordance with clause 64 – Dispute Settlement Procedure of this General Agreement.

15. Induction

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

16. Period of Probation

- 16.1. All Employees appointed by the Employer shall initially be employed on a probationary period not exceeding three months.
- 16.2. Prior to the expiry of a probationary period of employment, the Employer shall:
 - (a) confirm the appointment; or

- (b) where performance issues have been identified and appropriate support and training to enhance performance have been documented the Employee's period of probation may be extended for a further period as determined by the line manager, but shall not exceed a further three months; or
- (c) terminate the appointment due to unsatisfactory performance.

17. Casual Employment

- 17.1. A casual Employee shall mean an Employee engaged on an hourly basis for a period not exceeding four weeks in any workplace.
- 17.2. Casual Employees shall receive a casual loading of 25% in lieu of annual and personal leave and public holidays.
- 17.3. The employment of a casual Employee may be terminated at any time by the casual Employee or the Employer giving to the other, one hour's prior notice. In the event of the Employer or the casual Employee failing to give the required notice, one hour's wages shall be paid or forfeited.
- 17.4. This clause shall not apply to Employees covered by the *Catering Employees and Tea Attendants (Government) Award 1982*.

18. Part Time Employment

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

19. Review of Contracted Hours

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

19.3. If the Employer declines to change the Employee's contracted hours, the Employer will set out reasons for the decision in writing.

20. Notice of Termination

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

20.2. Notice of Termination by Employee

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

20.3. Notice of Termination by Employer

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

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

(b) The period of notice for an Employee who, at the time the notice is given, is over 45 years of age and has completed at least two years' continuous service with the employer, is to be increased by one week.

(c) A reduced period of notice may be given if it is accompanied by payment in lieu for the remainder of the required period of notice.

(d) Payment in lieu of notice must be worked out on the basis of the Employee's ordinary hours of work.

21. Recognition of Prior Service

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

PART 3 – WAGES AND ASSOCIATED ALLOWANCES

22. Wages

- 22.1. The wages provided for by this General Agreement shall be those contained in Schedules 2A, 2B, 2C, 2D and 2E and will provide for the following wage increases:
- (a) \$65 per week on and from 1 January 2025; and
 - (b) \$65 per week on and from 1 January 2026.
- 22.2. An Employee who is employed by the Employer on the date of registration of this General Agreement will, on registration of the General Agreement, receive a payment equivalent to the additional wages that would have been paid had the wages in Schedule 2A, 2B, 2C, 2D and 2E been paid on and from 1 January 2025.
- 22.3. An Employee who resigns or retires or whose employment is otherwise terminated prior to the registration of this General Agreement is not entitled to the payment provided in subclause 22.2.
- 22.4. The wage increases provided in this General Agreement include full and final settlement of productivity improvements up to the date of commencement of the Government Services (Miscellaneous) General Agreement 2013 (AG 3 of 2013).
- 22.5. Where the *Catering Employees and Tea Attendants (Government) Award 1982* makes provision for service pay that provision shall have no application during the operation of this General Agreement.
- 22.6. The Union agrees that any adjustment made in accordance with the provisions of this clause will not be used as a rationale to claim that relativities need to be adjusted or restored in subsequent agreements.

23. Salary Packaging

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

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

24. Supported Wage

24.1. Workers Eligible for a Supported Wage

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

- (a) "Approved Assessor", means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessment of an individual's productive capacity within the Supported Wage System.
- (b) "Assessment Instrument" means the tool provided under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
- (c) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991 (Cth)*, as amended from time to time, or any successor to that scheme.

- (d) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage Systems Assessment Guidelines.

24.2. Eligibility Criteria

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

24.3. Supported Wage Rates

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

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

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

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

24.4. Assessment of Capacity

For the purpose of establishing the percentage of the Agreement rate to be paid to an Employee, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System and documented in an Assessment Instrument by an Approved Assessor, having consulted the Employer and Employee; and if the Employee so desires, a Union which the Employee is eligible to join and documented in an Assessment Instrument.

24.5. Lodgement of Assessment Instruments

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

24.6. Review of Assessment

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

24.7. Other Terms and Conditions of Employment

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

24.8. Workplace Adjustment

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

24.9. Trial Period

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

- (e) Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under the provisions of subclause 24.4.

25. Traineeships

25.1. Definitions

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

25.2. Traineeships

- (a) Trainees are to be additional to the normal workforce of the Employer so that trainees shall not replace paid workers or volunteers or reduce the hours worked by existing Employees.
- (b) Training conditions
The arrangements between the Employer and the trainee in relation to training are as specified in the Traineeship Training Contract, as administered by the Department of Training and Workforce Development.
- (c) Employment conditions:
 - (i) the initial period of employment for trainees is the nominal training period endorsed at the time the particular Traineeship is established;
 - (ii) completion of the Traineeship scheme will not guarantee the trainee future employment in the Public Sector, but the Employer will cooperate to assist the trainee to be placed in suitable employment, should a position arise;

- (iii) trainees are permitted to be absent from work without loss of continuity of employment to attend off-the-job training in accordance with the training plan. However, except for absences provided for under the relevant Award/s, failure to attend for work or training without an acceptable cause will result in loss of pay for the period of the absence;
- (iv) trainees will receive a mix of supervised work experience, structured training on-the-job and off-the-job, and the opportunity to practice new skills in a work environment; and
- (v) overtime and shift work shall not be worked by trainees except to enable the requirements of the training to be effected. When overtime and shift work are worked the relevant allowances and penalties of the relevant Award, based on the training wage stated in subclause 25.2(d) will apply. No trainee shall work overtime or shift work on their own.

(d) Wages

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

26. Tea Break for Cleaners

26.1. Employees of all respondents except the Department of Education

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

27. Tea Break for Gardeners

27.1. Employees of all respondents except Department of Education

- (a) The provisions of the clause replace the provisions of clause 9 (2) – Meal times and breaks of the *Gardeners (Government) 1986 Award*.
- (b) Employees employed in the classification of Gardener under the Classification Structures at Schedule 2A – Wages Schedule of this General Agreement, are entitled to a tea break of 10 minutes in duration without deduction of pay and shall be counted as time worked.

28. Split Shifts

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

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

Effective date	1 January 2025	1 January 2026
Rate (per day)	\$6.83	\$7.19

29. First Aid Allowance

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

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

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

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

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

Effective date	1 January 2025	1 January 2026
Rate (per fortnight)	\$27.85	\$29.35

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

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

30. Shower Allowance

30.1. All Employees called upon by the Employer to clean shower cubicles shall receive an allowance of \$1.18 cents per cubicle per week.

30.2. For the purposes of subclause 30.1, one shower head shall count as one shower cubicle.

30.3. The allowance at subclause 30.1 shall be adjusted by a percentage derived from the Arbitrated Safety Net Adjustment (ASNA) amount divided by the key minimum classification rate of a cleaner – level 1, year 1 under the *Cleaners and Caretakers (Government) Award 1975*.

31. Closet Allowance

- 31.1. This clause shall replace any clause providing for a closet allowance in any parent Award.
- 31.2. All employees called upon by the Employer to clean closets connected with septic tanks or sewerage shall receive an allowance of \$1.18 cents per closet per week.
- 31.3. For the purposes of subclause 31.1, one metre of urinal shall count as one closet and three urinal stalls shall count as one closet.
- 31.4. The allowance at subclause 31.1 shall be adjusted by a percentage derived from the Arbitrated Safety Net Adjustment (ASNA) amount divided by the key minimum classification rate of a cleaner – level 1, year 1 under the *Cleaners and Caretakers (Government) Award 1975*.

32. Sanitary Bin Allowance

- 32.1. An Employee called upon by the Employer to empty bins designed to carry sanitary products (i.e. feminine hygiene products), shall receive an allowance of \$0.50 cents per bin per week.
- 32.2. The allowance at subclause 32.1 shall be adjusted by a percentage derived from the Arbitrated Safety Net Adjustment (ASNA) amount divided by the key minimum classification rate of a cleaner – level 1, year 1 under the *Cleaners and Caretakers (Government) Award 1975*.

33. Shoe Allowance

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

Effective date	1 January 2025	1 January 2026
Rate (per annum)	\$142.27	\$149.39

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

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

34. Taxi and Parking Allowance

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

35. Removal Allowance

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

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

to their respective positions in the public authority. This entitlement shall only be available to Employees who have completed their training and who incur costs when moving to their first posting.

- 35.13. An Employer may agree to provide removal assistance greater than specified in this General Agreement or the Award and if in that event that the Employee to whom the benefit is granted elects to leave the position, on a permanent basis, within twelve months, the Employer may require the Employee to repay the additional removal assistance on a pro rata basis. Repayment can be deducted from any monies due to the Employee.
- 35.14. For the purposes of this subclause, “elects to leave the position,” means the Employee freely chooses to leave the position in the ordinary course of promotion, transfer or resignation and this necessitates the Employer obtaining a replacement Employee.
- 35.15. The amounts specified in subclauses 35.1(c), 35.1(d) and 35.10 shall be amended as and when required consistent with changes to the equivalent amounts specified in the *Public Service Award 1992*.

36. District Allowance

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

37. Annual Leave Travel Concession

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

38. Recovery of Underpayments

- 38.1. Where an Employee is underpaid in any manner:
- (a) the Employer will, once the Employer is aware of the underpayment, rectify the error as soon as practicable;
 - (b) where possible the underpayment shall be rectified no later than in the pay period immediately following the date on which the Employer is aware that an underpayment has occurred; and
 - (c) where an Employee can demonstrate that an underpayment has created serious financial hardship, the Employee shall be paid by way of a special payment as soon as practicable.

- 38.2. An Employer shall compensate an Employee for costs resulting directly from an underpayment, where it is proven that the costs resulted directly from the underpayment. This includes compensation for overdraft fees, dishonoured cheque costs, and dishonour fees related to routine deductions from the bank account into which an Employee's wage is paid.
- 38.3. Nothing in this clause shall be taken as precluding the Employee's legal right to pursue recovery of underpayments.

39. Recovery of Overpayments

- 39.1. The Employer has an obligation under the *Financial Management Act 2006* to account for public monies. This requires the Employer to recover overpayments made to an Employee.
- 39.2. Any overpayment will be repaid to the Employer within a reasonable period of time.
- 39.3. 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.
- 39.4. 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.
- 39.5. If agreement on a repayment schedule cannot be reached within a reasonable period of time, the Employer may deduct the amount of the overpayment over the same period of time that the overpayment occurred provided:
- (a) the Employer may not deduct or require an Employee to repay an amount exceeding 5% of the Employee's net pay in any one pay period without the Employee's agreement; and
 - (b) where necessary, an Employer may deduct money over a period of time greater than the period of time over which the overpayment occurred.
- 39.6. 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 64- Dispute Settlement Procedure. No deductions relating to the overpayment shall be made from the Employee's pay while the matter is being dealt with in accordance with the Dispute Settlement Procedure.
- 39.7. Nothing in this clause shall be taken as precluding the Employer's legal right to pursue recovery of overpayments.
- 39.8. Where an Employer alters the pay cycle or pay day, any consequential variations to an Employee's fortnightly wage and/or payments to compensate shall not be considered an overpayment for the purposes of this clause.

PART 4 – LEAVE OF ABSENCE

40. Parental and Related Leave

Preliminary

40.1. This clause replaces the parental leave provisions contained in relevant Award.

40.2. 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.

Terms used

40.3. 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 clause 40.7(d);
- (d) “flexible parental leave” means unpaid parental leave taken by an employee under clause 40.19;
- (e) “grandparental leave” means leave to which an employee is entitled under clauses 40.33 to 40.35;
- (f) “parental leave” means leave to which an employee is entitled under clauses 40.5 to 40.21;
- (g) “partner” means a person who is a spouse or de facto partner;
- (h) “partner leave” means leave to which an employee is entitled under clauses 40.30 to 40.32;
- (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 Applicable Award or any other relevant industrial instrument that applies to the public sector.

40.4. 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 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.

40.5. 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 public sector employees are the primary care giver of a child during different periods of time, their entitlement to paid or unpaid parental leave under this clause or under any other public sector industrial instrument can be shared, but the total period of their combined entitlement to paid parental leave is limited to the paid parental leave entitlement of a single employee.
- (e) If an employee is no longer the primary care giver of the child following the birth, their entitlement to any further parental leave in connection with the child ends, unless:
 - (i) the employee is entitled to remain on unpaid parental leave because they share responsibility for the care and supervision of their child or their partner's biological child under clause 40.7(Special unpaid parental leave entitlements for employees who share responsibility for care and supervision of child); or
 - (ii) the employee is entitled to remain on parental leave under clause 40.13 -Parental leave where pregnancy ends without birth of living child, the child dies or the child or employee hospitalised.
- (f) An employee who commences parental leave does not have a separate entitlement to unpaid parental leave under clause 40.7- Special unpaid parental leave entitlements for employees who share responsibility for care and supervision of child, if they stop being the primary care giver of their child or their partner's biological child but continue to share the responsibility for the child's care with their partner or another person.

40.6. Period of parental leave to which eligible employee entitled:

- (a) An eligible employee is entitled to 52 weeks of parental leave.

- (b) The 52 weeks of parental leave comprises 14 weeks of paid leave and 38 weeks of unpaid leave, except as provided by clause 40.6(c).
- (c) The 52 weeks of parental leave comprises only unpaid leave in the case of:
 - (i) an eligible casual employee; or
 - (ii) any other employee who has not completed the minimum period of service required by clause 40.8 - Minimum period of service to be eligible for paid parental leave, for paid leave.
- (d) The period of paid parental leave to which an employee is entitled can be extended by the employee electing to take double the amount of leave on half-pay.
- (e) An employee has only a single entitlement, and not separate entitlements, to parental leave for children of a multiple birth or adoption.
- (f) Parental leave for a fixed term contract employee cannot extend beyond the term of the contract.
- (g) Any public holiday that falls during parental leave is counted as part of that leave and does not extend the period of parental leave.
- (h) An employee who is on parental leave is not entitled to any days in lieu of public service holidays.

40.7. Special unpaid parental leave entitlements for employees who share responsibility for care and supervision of child

- (a) An employee who shares responsibility with their partner or another person for the care and supervision of their child or their partner's biological child has the same entitlement to unpaid parental leave under this clause as an employee who is the primary care giver for the child.
- (b) An employee who commences unpaid parental leave under this clause does not have a separate entitlement to paid or unpaid parental leave if they become the primary care giver of their child or their partner's biological child.
- (c) It does not matter whether or not the other person with whom the employee shares responsibility for the care and supervision of the child is—
 - (i) an employee to whom this clause applies; or
 - (ii) the primary care giver for the child.
- (d) Concurrent leave
 - (i) If an employee who shares responsibility for the care and supervision of a child takes unpaid parental leave under this Clause, they can take unpaid parental leave during the same time that their partner takes unpaid parental leave (concurrent leave).
 - (ii) The concurrent leave:

- (aa) must not be longer than 8 weeks in total; and
- (bb) can be taken in separate periods but, unless the employer agrees, each period must not be shorter than 2 weeks

40.8. Minimum period of service to be eligible for paid parental leave

- (a) An employee is only entitled to a period of paid parental leave if, on the day parental leave commences, the employee has completed at least 12 months of continuous service in the public sector immediately preceding the parental leave, whether on a full-time or part-time basis.
- (b) For the purposes of this clause, continuous service includes any period of authorised paid leave or authorised unpaid leave not exceeding 14 days. However, continuous service includes personal leave without pay whilst ill or injured not exceeding three months in accordance with clause 44.39 - Personal Leave without Pay Whilst Ill or Injured.
- (c) For the purposes of this clause, continuous service includes a period of service as an eligible casual employee if:
 - (i) the eligible casual employee has become a permanent or fixed term contract employee with the same employer; and
 - (ii) any break between service as an eligible casual employee and service as a permanent or fixed term contract employee does not exceed 3 months.
- (d) An employee who takes parental leave is not required to resume work for the purposes of taking parental leave in connection with any subsequent pregnancy or birth or adoption of a child.
- (e) An employee on leave without pay unrelated to parental leave is required to resume work before taking paid parental leave.

40.9. Taking Parental Leave

- (a) An employee must take parental leave in one continuous period, except as otherwise provided by this clause.
- (b) The period of parental leave can be interrupted by the following :
 - (i) any period during which the employee substitutes other paid leave or time off as referred to in clause 40.16- Interaction with other leave entitlements;
 - (ii) any period during which the employee engages in special parental leave employment as referred to in clause 40.18 - Employment during unpaid parental leave;
 - (iii) any period between periods of flexible parental leave taken by the employee;
 - (iv) any period between separate periods of concurrent leave taken by the employee;
 - (v) any period during which the employee does not take parental leave as referred to in clause 40.13 - Parental leave where pregnancy ends without birth of living child,

the child dies or the child or employee hospitalised, because the child is hospitalised after birth.

- (c) An employee can, at any time but subject to the notice requirements of clause 40.10 - Employee required to give notice of parental leave
 - (i) cancel or delay the commencement of their proposed parental leave; or
 - (ii) shorten their period of parental leave; or
 - (iii) extend their period of parental leave up to the maximum period of leave to which they are entitled
- (d) If an employee takes less than the maximum period of parental leave to which they are entitled, the unused balance of leave cannot be banked or preserved in any way.

40.10. Employee required to give notice of parental leave

- (a) An employee who intends to take parental leave must give their employer at least 8 weeks' written notice of—
 - (i) the date on which the employee proposes to commence the leave; and
 - (ii) the period of leave proposed to be taken.
- (b) An employee who intends to change or cancel their parental leave must give their employer at least 4 weeks' written notice of the change or cancellation.
- (c) However, an employee is not required to give notice of the cancellation of proposed parental leave because the pregnancy ends without the birth of a living child or the child dies.
- (d) An employee who fails to give the required period of notice does not contravene this clause if it was not reasonably practicable for the employee to comply because of an early birth or placement for adoption or because of other compelling circumstances.
- (e) An employee who has given notice of proposed parental leave is required to give their employer before proceeding on leave, reasonable evidence detailing —
 - (i) in the case of a 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.

40.11. Commencement of parental leave

- (a) The period of parental leave of a pregnant employee in connection with the pregnancy can commence up to 6 weeks before the expected date of birth of the child, but not later than the birth of the child.

- (b) However, the period of unpaid parental leave of the pregnant employee can commence on an earlier date before the birth of the child with the agreement of the employer and employee.
- (c) The period of parental leave of any other employee can commence at any time on or after:
 - (i) the day the employee becomes the primary care giver of the child; or
 - (ii) for the purposes of clause 40.7 - Special unpaid parental leave entitlements for employees who share a responsibility for care and supervision of a child, the day the employee begins to share the responsibility with their partner or another person for the care and supervision of their child or their partner's biological child.

40.12. Conclusion of paid parental leave

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

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

- (a) A pregnant employee remains entitled to paid parental leave if the pregnancy ends without the birth of a living child within 20 weeks before the expected date of birth.
- (b) A pregnant employee is entitled to remain on paid parental leave if —
 - (i) the child dies or is hospitalised following the birth; or
 - (ii) the employee is incapacitated as a result of the birth.
- (c) An employee is not entitled to paid parental leave in those circumstances for any period that the employee has taken paid personal leave.
- (d) If a pregnancy ends without the birth of a living child within 20 weeks before the expected date of birth, an employee who would have been entitled under this clause to unpaid parental leave if the child had been born alive remains entitled to that unpaid parental leave except when the entitlement would have derived from an adoption.
- (e) An employee who has commenced parental leave can return to work by providing their employer at least 4 weeks' written notice of their return to work if:
 - (i) the child dies; or
 - (ii) the pregnancy ends without the birth of a living child within 20 weeks before the expected date of birth.

- (f) If an employee has commenced parental leave and the child is hospitalised immediately following the birth, the employee can agree with their employer not to take parental leave for a period while the child remains in hospital (the permitted work period).
- (g) Only one permitted work period can be agreed and it ends at the earliest of the following:
 - (i) the time agreed by the employee and employer;
 - (ii) the end of the day of the child's first discharge from hospital after birth;
 - (iii) if the child dies before being discharged – the end of the day the child dies.
- (h) The employer can require the employee to provide reasonable evidence that the child has been hospitalised following the birth and that the employee is fit for work (including by the provision of a medical certificate).

40.14. Provisions relating to payment of paid parental leave

- (a) An employee entitled to paid parental leave is to be paid according to their ordinary working hours at the commencement of parental leave.
- (b) In the case of a part-time employee, the employee is to be paid according to the average hours worked over the period of 12 months immediately preceding the commencement of parental leave if those average hours exceed ordinary working hours at the commencement of parental leave.
- (c) An employee can elect to be paid in advance for paid parental leave or elect to be paid on a fortnightly basis during that leave.
- (d) Allowances or penalties for shift or weekend work are not payable during paid parental leave.
- (e) An employee who was in receipt of higher duties allowances for a continuous period of 12 months immediately preceding the commencement of parental leave is to continue to be paid the higher duties allowances during the first 4 weeks of paid parental leave. If the employee has elected to take parental leave on half-pay, the higher duties allowances are payable at the full rate for those first 4 weeks of paid leave only.
- (f) If the employment of an employee who is being paid parental leave on half-pay is terminated through no fault of the employee, the employee is to be paid out any period of unused paid parental leave that is equivalent to the period of leave the employee would have accessed had they been on parental leave on full pay when their employment was terminated.
- (g) An employee who takes a subsequent period of paid parental leave without returning to work is to be paid on the basis of their employment when they commenced the original period of paid parental leave and is not affected by any intervening period of special parental leave employment under clause 40.18 – Employment during unpaid parental leave.
- (h) For the purposes of determining the amount of paid parental leave of an employee to whom clause 40.24- 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.

40.15. Extension of period of parental leave

- (a) An employee can apply to their employer to extend their parental leave by up to 2 years of unpaid leave after the end of the period of parental leave to which they are entitled under this clause.
- (b) The period of extended leave is a period of parental leave for the purposes of this clause.
- (c) Parental leave can only be extended after the employee has exhausted all other available paid leave entitlements.
- (d) The employer must agree to an application for the extension of parental leave unless the employer has reasonable grounds to believe that agreeing to the application would have an adverse impact on the conduct of the employer's business or operations.
- (e) Before a refusal under clause 40.15(d) the employer must give the employee a reasonable opportunity to discuss the application.
- (f) The employer must, as soon as practicable but not later than 21 days after an application for the extension of parental leave is made, give the employee written notice of —
 - (i) the decision of the employer to agree to or refuse the application; and
 - (ii) if the application is refused - the reasons for the refusal.
- (g) An employee who believes that their application for the extension of parental leave has been unreasonably refused can seek to enforce it as a minimum condition of employment and, in that case, the employer has the onus of demonstrating that the refusal was justified in the circumstances.

40.16. Interaction with other leave entitlements

- (a) An employee entitled to unpaid parental leave can take any of the following to which the employee is entitled instead of any part of that parental leave—
 - (i) accrued annual leave;
 - (ii) accrued long service leave;
 - (iii) accrued time off in lieu of overtime;
 - (iv) flexi leave or banked hours.
- (b) The period of any such substituted leave or time off—
 - (i) forms part of the period of unpaid parental leave otherwise authorised by this clause and does not extend the period of parental leave; but
 - (ii) is treated as paid leave and not unpaid parental leave for the purposes of clause 40.21 - Effect of parental leave on contract of employment.
- (c) An employee is not entitled to personal leave during any period of paid or unpaid parental leave.

40.17. Communication during parental leave

- (a) The employer must take all reasonable steps to inform an employee who is on parental leave of any decision that significantly affects the status, responsibility level, pay or work location of the employee and give the employee an opportunity to discuss the effect of the decision on the employee's position. The consultation obligations under clause 60.3 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.

40.18. Employment during unpaid parental leave

- (a) In this clause:
 - (i) "keeping in touch day" has the same meaning it has in section 79A of the *Fair Work Act 2009* (Cth); and is one of a maximum of 10 days on which the employee is employed to enable them to keep in touch with their employment in order to facilitate a return to their employment after the end of parental leave.
 - (ii) "special parental leave employment" means employment of an employee on unpaid parental leave—
 - (aa) that is of an intermittent nature or for a limited specified period (special temporary employment); or
 - (bb) that is casual employment (other than special temporary employment) on an hourly basis for a period not exceeding 4 weeks in any period of engagement (special casual employment).
- (b) Despite anything to the contrary in this Clause, an employee on unpaid parental leave can be employed by their employer in special parental leave employment during that unpaid parental leave if both parties agree in writing to that employment.
- (c) Without limiting this clause, any such parental leave employment can be employment for the purposes of a keeping in touch day.
- (d) The following applies to engagement in special parental leave employment:
 - (i) only employees covered by the *Government Officers Salaries Allowances and Conditions Award 1989* can be employed in special casual employment;
 - (ii) an employee can only engage in special parental leave employment during a period of unpaid parental leave that is not substituted with paid leave under clause 40.16 - Interaction with other leave entitlements;
 - (iii) in the case of special temporary employment – a public service officer can only be employed in connection with their substantive position;
 - (iv) in the case of special casual employment – an employee is to be employed at a level that is commensurate with the level of the available position under this Agreement;

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

40.19. Flexible unpaid parental leave

- (a) An employee can take up to 30 days of their entitlement to unpaid parental leave in separate periods of one or more days each as follows ("flexible parental leave") —
 - (i) the flexible parental leave can only be taken within the period of 24 months after the birth or date of placement for adoption of the child;
 - (ii) the flexible parental leave can be taken after the employee takes other parental leave in connection with the same child.
- (b) However, further unpaid parental leave (including any extension of unpaid parental leave under clause 40.15 - Extension of period of parental leave cannot be taken by an employee after any flexible parental leave is taken by the employee in connection with the same child.
- (c) If an employee takes flexible parental leave, the maximum period of parental leave to which the employee is entitled under this clause is calculated on the basis that the employee takes all the flexible parental leave days in a single continuous period (on the assumption that the employee works each day that is not a Saturday or Sunday and there are no public holidays during that period).

40.20. Return to work on conclusion of parental leave

- (a) An employee who returns to work at the end of their parental leave is entitled to be employed in—
 - (i) the same position as the substantive position they held—
 - (aa) immediately before proceeding on parental leave; or
 - (bb) immediately before any modification of or absence from work under clause 40.24 - 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 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.

40.21. Effect of parental leave on contract of employment

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

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

40.22. Replacement Employee

- (a) If a replacement Employee is engaged, the replacement Employee will be informed before engagement of the fixed term nature of their employment and of the rights of the Employee who is being replaced, including that the engagement may be subject to variation according to clause 40.24 (c) and ability to extend parental leave as per clause 40.15.

Special provisions relating to pregnant employees

40.23. 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.

40.24. 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 4 weeks' written notice to the employer of their intention to seek a variation in the terms of their part-time work or to revert to employment on a full-time basis.
- (d) If a pregnant employee is fit for work but it is inadvisable for the employee to continue to perform the duties of their current position for any particular period (the risk period) because of illness or risks arising from the pregnancy or because of hazards connected with their current position, the employer must, during that period:
 - (i) modify the duties of the employee; or
 - (ii) transfer the employee to a safe job in a comparable position (including a position with a different number of ordinary hours agreed to by the employee).
- (e) The employer can require the pregnant employee to provide a certificate from a medical practitioner or other reasonable evidence that it is inadvisable for the employee to continue to perform the duties of their current position.
- (f) If the employer considers that it is not reasonably practicable to modify the duties of the pregnant employee or transfer the pregnant employee to a safe job —
 - (i) the employee is entitled to be absent from work during the risk period; and
 - (ii) the employee is entitled to be paid the amount they would have reasonably expected to have been paid if they had worked during the risk period; and
 - (iii) the employee's leave entitlements are not affected by the absence from work.
 - (iv) Any such entitlement to be absent from work extends to an eligible casual employee.
 - (v) Any such entitlement to be absent from work ends at the earliest of the following:
 - (aa) the end of the risk period stated in the medical certificate or other reasonable evidence provided by the employee;
 - (bb) the end of the day on which the pregnancy ends (whether with or without the birth of a living child).

40.25. 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) clause 40.21 -Effect of parental leave on the contract of employment applies to unpaid special pregnancy leave in the same way as it applies to parental leave, with any necessary modifications.

Special provisions relating to adoption

40.26. 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.

40.27. 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 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.

40.28. Additional unpaid leave in connection with adoption

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

40.29. 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

40.30. 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) An eligible adoptive child is a child:
 - (i) who is under the age of 16 years; and
 - (ii) who has not lived continuously with the employee for 6 months or longer; and
 - (iii) who is not (otherwise than because of the adoption) the child or stepchild of the employee or the employee's partner.
- (c) Partner leave must be taken immediately following the birth or placement of the child for adoption.
- (d) Partner leave is to be taken (subject to available credits) as any combination of the following
 - (i) paid personal leave;
 - (ii) paid annual or long service leave;
 - (iii) paid accrued time off in lieu of overtime, flexi leave or banked hours;
 - (iv) unpaid leave.
- (e) However, an eligible casual employee can only take partner leave as unpaid leave.

40.31. Period of partner leave to which eligible employee entitled

- (a) An eligible employee is entitled to 1 week of partner leave.

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

40.32. Miscellaneous provisions relating to partner leave

- (a) An employee who intends to take partner leave is required to give their employer at least 4 weeks' written notice of—
 - (i) the date on which the employee proposes to commence the leave; and
 - (ii) the period of leave proposed to be taken.
- (b) An employee who has given notice of proposed partner leave is required to give their employer before proceeding on leave —
 - (i) in the case of a pregnancy – a certificate from a medical practitioner confirming the pregnancy and the expected date of birth; or
 - (ii) in the case of a proposed adoption – a statement of the expected date of placement of the child for adoption.
- (c) Partner leave taken by an employee does not affect any entitlement the employee or their partner can have to parental leave. However, partner leave that is taken by an employee as unpaid leave counts as part of the parental leave entitlement of the employee in connection with the birth or adoption of the child concerned.
- (d) Any public holiday that falls during partner leave is counted as part of that leave and does not extend the period of partner leave.

- (e) The taking of partner leave as personal leave does not affect an employee's entitlement to take more than a week's personal leave for any purpose for which personal leave can be taken.
- (f) An employee is not entitled to paid personal leave while on unpaid partner leave.
- (g) Clause 40.21 - Effect of parental leave on the contract of employment applies to partner leave in the same way as it applies to parental leave, with any necessary modifications.

Grandparental Leave

40.33. 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 5 years; and
 - (ii) the grandchild has not lived continuously with the adoptive parents for 6 months or longer; and
- (d) the grandchild is not (otherwise than because of the adoption) the grandchild or grand-stepchild of the employee.
- (e) An employee has only a single entitlement, and not separate entitlements, to grandparental leave for grandchildren of a multiple birth or adoption.
- (f) An employee is not entitled to grandparental leave if they —
 - (i) are a casual employee (including an eligible casual employee); or
 - (ii) have taken or are on parental leave in connection with the birth or adoption of the same grandchild of the employee.

40.34. 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.

40.35. Miscellaneous provisions relating to grandparental leave

- (a) An employee who intends to take grandparental leave is required to give their employer at least 4 weeks' written notice of—
 - (i) the date on which the employee proposes to commence the leave; and
 - (ii) the period of leave proposed to be taken.
- (b) The employer can waive the notice period in exceptional circumstances.
- (c) The employer can require an employee who has given notice of proposed grandparental leave to provide reasonable evidence that the employee is entitled to grandparental leave.
- (d) Clause 40.17 - Communication during parental leave and clause 40.21 Effect of parental leave on the contract of employment apply to grandparental leave in the same way as they apply to parental leave, with any necessary modifications.

41. Superannuation on unpaid parental leave

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

- (a) unpaid parental leave, under clause 40.6; or
- (b) unpaid special pregnancy leave under clause 40.25

41.2. 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.

41.3. Superannuation contributions made under this clause are calculated:

- (a) in respect of the period of unpaid parental leave, unpaid adoption leave or unpaid other parent leave taken or 24 weeks; whichever is lesser;
- (b) based on the amount that would have been paid to the Employee had they taken paid parental leave, paid adoption leave or paid other parent leave for that period and in accordance with the following:
 - (i) for full time Employees – the ordinary working hours at the time of commencement of parental leave;

- (ii) for part time Employees – an average of the hours worked by the Employee over the preceding 12 months; or their ordinary working hours at the time of commencement of parental leave, whichever is greater; or
 - (iii) for eligible casual employees – an average of the hours worked by the eligible casual employee over the preceding 12 months;
- exclusive of shift and weekend penalties;

41.4. 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.

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

42. Compassionate Leave for Early Pregnancy Loss

- 42.1. An Employee is entitled to up to three consecutive days of paid compassionate leave on each occasion a pregnancy ends without the birth of a living child up to 20 weeks before the expected date of birth. An Employee is entitled to leave under this clause if they were pregnant, or if their partner was pregnant.
- 42.2. Leave commences from the date the pregnancy ends and is not to be taken during any other period of leave, including unpaid leave.
- 42.3. The Employee must provide notice as soon as reasonably practicable indicating the period of leave sought and anticipated return to duty.
- 42.4. 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.
- 42.5. The provisions of clause 42.1 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.

43. Foster Carers Leave

- 43.1. Foster and short-term care 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.

- 43.2. A permanent employee, fixed term contract employee or casual employee will have access to three paid days of non-cumulative leave per calendar year.
- 43.3. Employees must give reasonable notice prior to taking foster care leave and must provide an estimate of the period of absence from work.
- 43.4. Employees can, by agreement with their Employer, take foster care leave in minimum periods of one hour.
- 43.5. Leave credits can be used to attend to training associated with the Employee's Foster Carer responsibilities.
- 43.6. Employees must provide the Employer with documentation supporting their eligibility for the leave.
- 43.7. The entitlement to foster care leave in accordance with clause 43.2 for casual employees applies to the extent of their agreed working arrangements.

44. Personal Leave

- 44.1. This clause replaces the sick leave and carer's leave provisions of the relevant Award.
- 44.2. The intention of personal leave is to give Employees and Employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick leave and paid carer's leave.
- 44.3. An Employee's pre-existing sick leave anniversary date is maintained for the purposes of the personal leave entitlement.
- 44.4. Personal leave is not for circumstances normally met by other forms of leave.
- 44.5. This clause does not apply to casual Employees.
- 44.6. An Employee employed on a fixed term contract for a period of 12 months or more shall be credited with the same entitlement as a permanent Employee. An Employee on a fixed term contract for a period less than twelve months shall be credited on a pro rata basis for the period of the contract.
- 44.7. A part time Employee shall be entitled to the same personal leave credits as a full time Employee but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave shall only be made for those hours that would normally have been worked had the Employee not been on personal leave.
- 44.8. References to illness in this clause include physical and psychological ill health.
- 44.9.
 - (a) The Employer shall credit each full time Employee engaged on an ongoing basis with the following personal leave credits:

	Personal Leave
On the day of initial appointment	64 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

(b) An Employee employed for a period less than 12 months shall be credited personal leave on a pro rata basis for the period of the contract.

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

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

44.12. Personal leave can be taken on an hourly basis.

44.13. Personal Leave for War caused illnesses

(a) An Employee who produces a certificate from the Department of Veterans' Affairs stating that the Employee suffers from war caused illness is granted special personal leave credits of 112 hours 30 minutes (15 standard hour days) per annum on full pay in respect of that war caused illness. These credits accumulate up to a maximum credit of 337 hours and 30 minutes (45 standard hour days), and are recorded separately to the Employee's normal personal leave credit.

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

Mental Health

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

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

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

Variation of Ordinary Working Hours

- 44.17. 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.
- 44.18. 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.
- 44.19. 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

- 44.20. 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.
- 44.21. The maximum number of hours debited cannot exceed one third of the employee's annual entitlement. The remaining portion of unearned personal leave is to be debited at the commencement of the subsequent anniversary year/s.
- 44.22. Where an Employee ceases duty and has taken personal leave that exceeds the leave credited for that anniversary year, the Employee must refund the value of the unearned leave, calculated at the rate of wage as at the date the leave was taken. No refund is required in the event of the death of the Employee.

Access

- 44.23. An Employee is unable to access personal leave while on any period of
- (a) leave without pay;
 - (b) Parental leave defined under clause 40.3 – Terms used, except where pregnancy ends without birth of living Child, the Child dies or the Child or Employee hospitalised as provided for in clause 40.13 of this Agreement;
 - (c) annual leave, except when annual leave is re-credited in circumstances provided for in clause 44.36 - Recrediting Annual Leave of this Agreement; or
 - (d) Long service leave, except when long service leave is re-credited in circumstances provided for in clause 44.37 – Recrediting Long Service Leave of this Agreement

- 44.24. If an Employee has exhausted all accrued personal leave the Employer can allow the Employee who has at least twelve months service to anticipate up to 38 hours personal leave from next year's credit. If the Employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the Employer, calculated at the wage rate as at the date the leave was taken, but no refund is required in the event of the death of the Employee.
- 44.25. In exceptional circumstances the Employer can approve the conversion of an Employee's personal leave credits to half pay to cover an absence on personal leave due to illness.

Application for Personal Leave

- 44.26. Reasonable and legitimate requests for personal leave are approved subject to available credits. Personal leave is granted in the following circumstances:
- (a) where the Employee is ill or injured;
 - (b) to provide care or support to a member of the Employee's family or household who requires care or support because of an illness or injury to the member; or an unexpected emergency affecting the member;
 - (c) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention;
 - (d) for planned matters that cannot be organised outside of normal working hours, or accommodated by flexible working arrangements or other leave and which are either;
 - i. of a one-off nature; or
 - ii. of a regular on-going nature in relation to the management of an injury or illness affecting the Employee or a member of the Employee's family or household.
- 44.27. An Employer can grant two days' unpaid personal leave per occasion to an Employee to provide care and support to a member of the Employee's family or household due to the birth of a child to the member. This entitlement does not of itself limit an Employee's access to paid personal leave as provided by subclause 44.26 or parental leave as provided for by clause 40.7(d) – Concurrent parental Leave of this General Agreement. This leave can also be substituted with accrued annual leave, long service leave and/or time off in lieu of overtime.
- 44.28. Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- 44.29. The definition of family shall be the definition contained in the *Equal Opportunity Act 1984 (WA)* for "relative." That is, a person who is related to the Employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the Employee.
- 44.30. Where practicable, the Employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work shall be provided.

Evidence

- 44.31. An application for personal leave exceeding two consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- 44.32. In general, supporting evidence is not required for single or two consecutive day absences. Where the Employer has good reason to believe that the absence is not be reasonable or legitimate, the Employer can request evidence be provided. The Employer must provide the Employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.
- 44.33. 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.
- 44.34. Where the Employer has reasonable grounds to believe that the Employee's illness is due to serious and wilful misconduct in the course of the Employees employment, the Employer may require the Employee to submit to a medical examination by a medical practitioner of the Employer's choice, which the Employee must attend. Where it is reported that the absence is because of illness caused by serious and wilful misconduct of the Employee in the course of their employment, or the Employee fails without reasonable cause to attend the medical examination, the fee for the examination must be deducted from the Employee's wage and personal leave will not be granted.
- 44.35. If the Employer has reason to believe that an Employee is in such a state of health as to render a danger to themselves, fellow Employees or the public, the Employee can be required to obtain and furnish a report as to the Employee's condition from a registered medical practitioner nominated by the Employer. The Employer shall pay the fee for any such examination.

Re-crediting Annual Leave

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

Re-crediting Long Service Leave

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

Personal Leave without Pay Whilst Ill or Injured

- 44.38. Employees who have exhausted all of their personal leave entitlements and are ill or injured can apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The Employer shall not unreasonably withhold this leave.
- 44.39. Personal leave without pay not exceeding a period of three months in a continuous absence does not affect wage increment dates, anniversary date of personal leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in a continuous absence, the period in excess of three months is excised from qualifying service.
- 44.40. Personal leave without pay is not available to Employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in subclauses 44.26(b), (c) and (d) or 44.27. However, other forms of leave including unpaid carer's leave and leave without pay can be approved.

Other Conditions

- 44.41. Where an Employee who has been retired from the Public Sector on medical grounds resumes duty therein, personal leave credits at the date of retirement shall be reinstated. This provision does not apply to an Employee who has resigned from the Public Sector and is subsequently reappointed.
- 44.42. Unused personal leave is not cashed out or paid out when an Employee ceases their employment.

Worker's Compensation

- 44.43. Where an Employee suffers an injury within the meaning of section 5 of the *Workers' Compensation and Injury Management Act 2023 (WA)* which necessitates that Employee being absent from duty, personal leave with pay shall be granted to the extent of personal leave credits. In accordance with section 61 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.
- 44.44. An Employee's absence on account of an injury compensable under the provisions of the *Workers Compensation and Injury Management Act 2023*, does not affect the anniversary date of personal leave credits, long service leave entitlement or annual leave entitlements to the extent defined in clause 61(2)(d) of the *Workers Compensation and Injury Management Act 2023*

Portability

- 44.45.
- (a) The Employer must credit an Employee additional personal leave credits up to those held at the date that Employee ceased previous employment provided:
- (i) immediately prior to commencing employment with the Employer, the Employee was employed in:

- (aa) the Public Service of Western Australia; or
 - (aa) any other State body of Western Australia
 - (ii) the Employee's employment commenced no later than one week after ceasing previous employment, and
 - (iii) the personal leave credited in accordance this clause cannot be greater than that which would have applied had the entitlement accumulated whilst employed by the previous employer.
- (b) The maximum break in employment permitted by clause 44.45 (a) (ii) may can be varied by the approval of the Employer provided that where employment commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata annual leave paid out at the date the Employee ceased with the previous Employer.

Travelling time for Regional Employees

- 44.46. Subject to the evidence requirements set out in subclauses 44.31 to 44.35, a regional Employee who requires medical attention at a medical facility in Western Australia located 240 kilometres or more from their workplace will be granted paid travel time undertaken during the Employee's ordinary working hours up to a maximum of 38 hours per annum.
- 44.47. The Employer can approve additional paid travel time to a medical facility in Western Australia where the Employee can demonstrate to the satisfaction of the Employer that more travel time is warranted.
- 44.48. The provisions of subclauses 47.46 and 47.47 are not available to Employees whilst on leave without pay or personal leave without pay.
- 44.49. The provisions of subclauses 47.46 and 47.47 apply as follows.
- (a) An Employee employed on a fixed term contract for a period greater than twelve months, shall be credited with the same entitlement as a permanent Employee for each full year of service and pro rata for any residual portion of employment.
 - (b) An Employee employed on a fixed term contract for a period less than twelve months shall be credited with the same entitlement on a pro-rata basis for the period of employment.
 - (c) A part time Employee shall be entitled to the same entitlement as a full time Employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.
 - (d) The provisions do not apply to casual Employees.

45. Family and Domestic Violence

- 45.1. The Employer recognises that Employees sometimes face situations of violence and/or abuse in their personal life that may affect their attendance or performance at work. Therefore the Employer is committed to providing support to Employees who experience family and domestic violence.
- 45.2. An Employee will not be discriminated against because of their disclosure of, experience of, or perceived experience of, family and domestic violence.
- 45.3. The Employer will not tolerate Employees perpetrating family and domestic violence in or from the workplace. Employees must not use work facilities to perpetrate family and domestic violence. Any such conduct may constitute a breach of discipline.

Definition of Family and Domestic Violence

45.4.

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

Access to Family and Domestic Violence Leave

- 45.5. In accordance the following subclauses, an Employee, including a casual Employee, may make application for leave to deal with activities related to family and domestic violence. The Employer will assess each application and give consideration to the personal circumstances of the Employee seeking the leave.
- 45.6. 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.

- 45.7. Subject to subclauses 45.5 and 45.6, 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.
- 45.8. Upon exhaustion of the leave entitlement in subclause 45.7, Employees will be entitled to up to two days' unpaid family and domestic violence leave on each occasion.
- 45.9. Family and domestic violence leave does not affect salary increment dates, personal leave entitlements, long service leave entitlements or annual leave entitlements.
- 45.10. Subject to the Employer's approval of the application, family and domestic violence leave may be taken as whole or part days off.
- 45.11. Application of the leave entitlement for casual Employees will be considered by the Employer on a case by case basis.

Notice and Evidentiary Requirements

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

Access to Other Forms of Leave

- 45.16. Subject to the leave provisions of this General Agreement and the relevant Award, an Employee experiencing family and domestic violence may use other leave entitlements.
- 45.17. 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.
- 45.18. Forms of other paid leave include:
 - (a) personal leave entitlements;
 - (b) annual leave;

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

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

Confidentiality

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

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

45.22. 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.

45.23. Subsequent disclosure within a Department/Organisation should be on a need-to-know basis, for example if there is a potential for workplace safety to be impacted and generally with the consent of the Employee.

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

Contact Person

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

Individual Support

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

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

45.27. 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

45.28. 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.

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

46. Bereavement Leave

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

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

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

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

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

46.4. The three days need not be consecutive.

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

- 46.6. Payment of such leave may be subject to the Employee providing evidence, if so requested by the Employer, of the death or relationship to the deceased that would satisfy a reasonable person.
- 46.7. An Employee requiring more than three days bereavement leave in order to travel interstate or overseas in the event of the death interstate or overseas of a member of the Employee's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the Employee is eligible, have immediate access to annual leave and/or accrued long service leave or leave without pay provided all accrued leave is exhausted.

Travelling time for Regional Employees

- 46.8. Subject to prior approval from the Employer, an Employee entitled to bereavement leave and who as a result of such bereavement travels to a location within Western Australia that is more than 240 km from their workplace will be granted paid time off for the travel period undertaken in the Employee's ordinary working hours up to a maximum of two days per bereavement. The Employer will not unreasonably withhold approval.
- 46.9. The Employer may approve additional paid travel time within Western Australia where the Employee can demonstrate to the satisfaction of the Employer that more than two days travel time is warranted.
- 46.10. The provisions of this Clause are not available to employees whilst on leave without pay or personal leave without pay.
- 46.11. The provisions of subclauses 46.8 and 46.9 above apply as follows:
- (a) An Employee employed on a fixed term contract for a period greater than twelve months, shall be credited with the same entitlement as a permanent Employee for each full year of service and pro rata for any residual portion of employment.
 - (b) An Employee employed on a fixed term contract for a period less than twelve months shall be credited with the same entitlement on a pro-rata basis for the period of employment.
 - (c) A part time Employee shall be entitled to the same entitlement as a full time Employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.
 - (d) For casual Employees, the provisions apply to the extent of their agreed working arrangements.

47. Annual Leave Flexibilities

Employee Initiated Cash Out Of Accrued Annual Leave

- 47.1. The parties agree on the importance of Employees taking annual leave for the purposes of rest and recreation.

47.2. This clause, however, recognises that notwithstanding the importance of leave referred to in subclause 47.1 some Employees may have excess and overdue annual leave. This clause at the initiative of the Employee provides for Employees to receive payment in lieu of some of their unutilised accrued annual leave.

47.3.

(a) Subject to subclause 47.4, the Employer and Employee may agree that the Employee forego part of the Employee's entitlement to accrued annual leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made.

(b) The payment includes applicable leave loading payable in accordance with the annual leave provisions of the relevant Award or this General Agreement.

47.4. The following criteria shall apply to the cashing out of accrued annual leave:

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

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

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

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

(e) the remaining entitlements are not less than four weeks' accrued annual leave; and

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

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

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

Request for payment on usual pay day

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

48. Annual Leave Loading

48.1. The maximum annual leave loading paid to an Employee shall not exceed a rate equivalent to 17.5% of four weeks' salary of a Level 8.1 employee as per Schedule 2 – General Division Salaries of the Public Sector CSA Agreement 2024 as replaced, as at 1 January in the calendar year in which the leave accrues.

49. Long Service Leave

49.1. For the purposes of this clause:

- (a) "Employee" includes full time, part time, permanent, fixed term contract and casual employees.
- (b) "General Order" means General Order No. 763 of 1982 Long Service Leave Conditions – State Government Wages Employees (66 W.A.I.G 319).

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

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

49.4. A casual Employee shall become entitled to 13 weeks' long service leave after a period of 10 years' continuous service and each further period of seven years' continuous service, in accordance with clause 49 of this Agreement.

49.5. Subclause 49.4 shall not apply to Employees covered by the *Cultural Centre Award 1987* who will accrue long service leave in accordance with clause 14 of the *Cultural Centre Award 1987*.

49.6. Employees may, by agreement with their Employer, clear any accrued entitlement to long service leave including long service leave accessed pursuant to subclause 49.10, in minimum periods of one day.

49.7. Where any day considered a public holiday in accordance with the *Minimum Conditions of Employment Act 1993* falls within a period of long service leave taken by an Employee, the Employee will be entitled to leave with pay in respect of the public holiday and the hours normally worked by the Employee, without deduction of long service leave credits.

Long Service Leave on Half Pay

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

Long Service Leave on Double Pay

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

49.10. Where Employees proceed on long service leave on double pay in accordance with subclause 49.9, the entitlement accessed is excised for the purpose of continuous service in accordance with the General Order.

Early Access to Pro Rata Long Service Leave

- 49.11. Casual Employees shall qualify for pro rata payment in lieu of leave pursuant to Clause 11 of the General Order.
- 49.12. All Employees accruing towards their first long service leave entitlement in accordance with clause 1 clause 1(a) of the General Order can elect to access their long service leave on a pro rata basis after seven (7) years of continuous service at the rate of 6.5 days per completed twelve month period of continuous service for full time Employees.
- 49.13. Employees may, by agreement with their Employer, clear any pro-rata entitlement to long service leave pursuant to clause 49.12, in minimum periods of one day or at half, full or double pay.
- 49.14. Where employees access pro-rata long service leave in accordance with clause 49.12 any period of leave will be considered 'service' as per clause 2(a)(vii) of the General Order.
- 49.15. An employee within seven years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with their Employer, choose early access to their long service leave at the rate of:
- (a) 6.5 days per completed twelve month period of continuous service for full time Employees in their first period of long service leave accrual; or
 - (b) 9.28 days per completed twelve month periods of continuous service for full time Employees in subsequent periods of long service leave accrual.
- 49.16. Part time and casual Employees have the same entitlement as full time Employees.
- (a) For part time Employees their entitlement is calculated on a pro rata basis according to any variations to their ordinary working hours during the accrual period.
 - (b) For casual Employees, their entitlement is calculated on a pro rata basis according to the average hours worked during the accrual period.
- 49.17. Early access to pro rata long service leave under clause 49.15 does not include access to long service leave to which the Employee has become entitled, or accumulated prior to being within seven years of their preservation age.
- 49.18. Early access to pro-rata long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.
- 49.19. Early access to pro rata long service leave in accordance with clause 49.15 can be taken at half or double pay in accordance with subclauses 49.8, 49.9 and 49.10.
- 49.20. Where Employees access pro rata long service leave early, any period of leave taken will be excised for the purpose of continuous service in accordance with the General Order.

Cash Out Of Accrued Long Service Leave Entitlement

- 49.21. Employees may by agreement with their Employer, cash out any portion of an accrued entitlement to long service leave, provided the Employee proceeds on a minimum of ten days annual leave in that anniversary year.
- 49.22. Where Employees cash out any portion of an accrued entitlement to long service leave in accordance with subclause 49.18, the entitlement accessed is excised for the purpose of continuous service in accordance with the General Order.
- 49.23. Casual Employees who agree to cash out accrued long service leave will receive that payment at the rate of pay applicable to the last engagement with the Employer, including the loading prescribed in subclause 17.2.

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

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

- (ii) if their employment is ended by the Employer for any other reason other than serious misconduct but only if the Employee resumes employment with the Government not later than six months from the day on which their employment has ended and payment pursuant to clause 11 of the General Order has not been made.

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

49.26. A casual Employee shall be paid during long service leave the rate of pay applicable to the last engagement with the Employer, including the loading prescribed at clause 17.2.

49.27. Further to clauses 49.21 to 49.23, clauses 4 to 13 and 16 of the General Order apply to the accrual and taking of long service leave by a casual Employee as if those clauses were part of this General Agreement.

50. Cultural Ceremonial Leave

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

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

50.3. 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.

50.4. 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.

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

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

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

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

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

51. Cultural Leave for Aboriginal and Torres Strait Islanders

- 51.1. Employees who identify as Aboriginal or Torres Strait Islanders (ATSI) are entitled to paid cultural leave which can be accessed to participate in any of the following:
- (a) cultural and ceremonial obligations under ATSI lore, customs or traditional law; and
 - (b) community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals.
- 51.2. Up to five days of paid cultural leave per calendar year will be available under this clause. The leave need not be taken in one continuous period. Paid cultural leave will not accrue from year to year and will not be paid out on termination.
- 51.3. 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.
- 51.4. The Employer may request reasonable evidence of the legitimate need for the Employee to be allowed time off.
- 51.5. If an Employer requires an Employee to attend to business associated with an ATSI organisation, or an organisation that works to facilitate ATSI interests, the attendance is considered to be a part of the Employee's normal duties and the Employee need not access leave under this or any other clause to enable it.
- 51.6. Cultural leave granted under this clause is in addition to the leave provided by clause 49 – Bereavement Leave of this Agreement and clause 50 – Cultural/Ceremonial Leave of this General Agreement.

52. Purchased Leave – 42/52 Arrangement

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

- 52.6. Notwithstanding subclause 52.5(b) and (c), the Employer may allow an Employee to access purchased leave before they have accessed one or two weeks' annual leave, whichever applies, where the Employee requests it. Any such request may only be refused by the Employer if there are reasonable grounds to do so.
- 52.7. The provisions of subclause 52.5(b) and (c) do not apply to an Employee who purchases less than nine weeks' leave.
- 52.8. An agreement to take a reduced wage spread over the 52 weeks of the year will yield the following amounts of purchased leave.

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

- 52.9.
- (a) Purchased leave is not able to be accrued. The Employee is entitled to pay in lieu of any purchased leave not taken. In the event that the Employee is unable to take such purchased leave, their wage will be adjusted in the last pay period in February to take account of the fact that time worked during the previous year was not included in their wage.
 - (b) Untaken purchased leave will be paid out at the rate at which it was purchased.
- 52.10.
- (a) Where an Employee who is in receipt of a higher duties allowance provided for in the relevant award proceeds on any period of additional purchased leave, the Employee shall not be entitled to receive payment of the allowance for any period of purchased leave.
 - (b) Other than when an Employee is on a period of purchased leave, the higher duties allowance component of an Employee's wage shall not be affected by an agreement to reduce the Employee's wage for purchased leave purposes.

- 52.11. Overtime is paid at the ordinary rate of salary and not the reduced rate. Overtime is paid at the rate prescribed in the applicable Award, including where it is prescribed as a percentage of salary.
- 52.12. In the event that a part time Employee's ordinary working hours are varied during the year, the wage paid for such leave will be adjusted in the last pay in February to take account of any variations to the Employee's ordinary working hours during the previous year.

53. Purchased Leave – Deferred Wages Arrangement

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

Variation of the Arrangements

- 53.7. As an alternative to subclause 53.5, and only by mutual agreement of the Employer and the Employee, the provisions of the deferred arrangement may be varied subject to the following:
- (a) the term of the arrangement will not extend beyond that contemplated by this clause,
 - (b) the variation will not result in any consequential monetary or related gain or loss to either the Employer or the Employee, and
 - (c) the percentage of wage to apply during the 12 months leave as specified in subclause 56.3 will be calculated as 80% of the average ordinary prescribed hours worked over the previous four years.

54. Study Assistance

54.1.

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

54.2. Study Leave

- (a) An Employee may be granted time off with pay for study purposes at the discretion of the Employer.
- (b) In every case the approval of time off to attend lectures and tutorials will be subject to:
 - (i) Employer's convenience;
 - (ii) Employees undertaking an acceptable formal study load in their own time;
 - (iii) Employees making satisfactory progress with their studies;
 - (iv) the course being an approved course as defined by subclause 54.5;
 - (v) the course being of value to the agency; and
 - (vi) the Employer's discretion when the course is only relevant to the Employee's career in the service and being of value to the State.
- (c) Part time Employees are entitled to study leave on the same basis as full time Employees, with their entitlement calculated on a pro rata basis. Employees working shift work or on fixed term contracts have the same access to study leave as all other Employees.
- (d) Time off with pay may be granted up to a maximum of five hours per week including travelling time, where subjects of approved courses are available during normal working hours, or where approved study by correspondence is undertaken.
- (e) Employees who are obliged to attend educational institutions for compulsory block sessions may be granted time off with pay, including travelling time, up to the maximum annual amount allowed in subclause 54.2(d).
- (f) Where an Employee is undertaking approved study via distance education and/or is not required to attend formal classes, an Employer may allow the Employee to access study leave up to the maximum annual amount allowed in subclause 54.2(d).

- (g) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.
- (h) An acceptable part-time study load should be regarded as not less than five hours per week of formal tuition with at least half of the total formal study commitment being undertaken in the Employee's own time, except in special cases such as where the Employee is in the final year of study and requires less time to complete the course, or the Employee is undertaking the recommended part-time year or stage and this does not entail five hours formal study.
- (i) In cases where Employees are studying subjects which require fortnightly classes the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.
- (j) In agencies which are operating on flexi-time, time spent attending or travelling to or from formal classes for approved courses between 8.15 a.m. and 4.30 p.m., less the usual lunch break, and for which "time off" would usually be granted, is to be counted as credit time for the purpose of calculating total hours worked per week.
- (k) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the Employee's normal place of work.
- (l) An Employee shall not be granted more than 5 hours' time off with pay per week except in exceptional circumstances where the Employer may decide otherwise.
- (m) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.
- (n) An Employee performing service with the Australian Defence Force is not entitled to study leave for any period of service with the Australian Defence Force that they receive defence force reserves leave as provided for by clause 58 - Leave for Training with Defence Force Reserves.
- (o) A service agreement or bond will not be required.

54.3. Financial Assistance

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

54.4. Cadets and Trainees

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

54.5. Approved Courses for Study Purposes

- (a) For the purposes of subclauses 54.2 and 54.3, the following are approved courses:
 - (i) degree or associate diploma courses at a university within Australia;
 - (ii) degree or diploma courses at an authorised non-university institution;
 - (iii) diploma courses provided by registered training organisations, including TAFE;
 - (iv) two year full time certificate courses provided by registered training organisations, including TAFE;
 - (v) courses recognised by the National Authority for the Accreditation of translators and Interpreters (NAATI) in a language relevant to the needs of the Public Sector; and
 - (vi) secondary courses leading to the Western Australian Certificate of Education Examination or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.
- (b) For the purposes of subclause 54.5(a):
 - (i) the term 'university' includes recognised Australian universities and recognised overseas universities as defined by the *Higher Education Act 2004* (WA);
 - (ii) an authorised non-university institution is a non-university institution that is authorised under the *Higher Education Act 2004* (WA) to provide a higher education course; and
 - (iii) a registered training organisation is an organisation that is registered with the Training Accreditation Council or equivalent registering authority and complies with the nationally agreed standards set out in the Australian Qualifications Framework (AQF).

- (c) An Employee who has completed a diploma through TAFE is eligible for study assistance to undertake a degree course at a university within Australia or an authorised non-university institution.
- (d) An employee who has completed a two year full time certificate through TAFE is eligible for study assistance to undertake a diploma course specified in subclause 54.5(a)(iii) or a degree or diploma course specified in subclauses 54.5(a)(i) or (ii).

54.6. Full Time Study

- (a) Subject to the provisions of subclause 54.6(b), the Employer may grant an Employee full time study leave with pay to undertake:
 - (i) post graduate degree studies at Australian or overseas tertiary education institutions; or
 - (ii) study tours involving observations and/or investigations; or
 - (iii) a combination of postgraduate studies and study tour.
- (b) Applications for full time study leave with pay are to be considered on their merits and may be granted provided that the following conditions are met:
 - (i) The course or a similar course is not available locally. Where the course of study is available locally, applications are to be considered in accordance with the provisions of clause 7 – Leave without Pay of the *Miscellaneous Government Conditions and Allowances Award No A 4 of 1992*.
 - (ii) It must be a highly specialised course with direct relevance to the Employee's profession.
 - (iii) It must be highly relevant to the agency's corporate strategies and goals.
 - (iv) The expertise or specialisation offered by the course of study should not already be available through other Employees employed within the agency.
 - (v) If the applicant was previously granted study leave, studies must have been successfully completed at that time. Where an Employee is still under a bond, this does not preclude approval being granted to take further study leave if all the necessary criteria are met.
 - (vi) A fixed term contract Employee may not be granted study leave with pay for any period beyond that Employee's approved period of engagement.
- (c) Full time study leave with pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.
- (d) Where an outside award is granted and the studies to be undertaken are considered highly desirable by an Employer, financial assistance to the extent of the difference between the Employee's normal wage and the value of the award may be

considered. Where no outside award is granted and where a request meets all the necessary criteria then part or full payment of wage may be approved at the discretion of the Employer.

- (e) The Employer supports recipients of coveted awards and fellowships by providing study leave with pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, allowance for books, accommodation or a contribution towards accommodation.
- (f) Where recipients are in receipt of a living allowance, this amount should be deducted from the Employee's wage for that period.
- (g) Where the Employer approves full time study leave with pay the actual wage contribution forms part of the agency's approved average staffing level funding allocation. Employers should bear this in mind if considering temporary relief.
- (h) Where study leave with pay is approved and the Employer also supports the payment of transit costs and/or an accommodation allowance, the Employer will gain approval for the transit and accommodation costs as required.
- (i) Where Employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the Employer together with some local transit and accommodation expenses providing it meets the requirements of subclause 54.6(b). Each case is to be considered on its merits.
- (j) The period of full time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for Employees under the relevant Award.

55. International Sporting Events Leave

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

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

55.2. The Employer shall make enquiries with the Department of Local Government, Sport and Cultural Industries regarding:

- (a) whether the application meets the above criteria; and
- (b) the period of leave to be granted.

56. Blood/Plasma Donors Leave

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

57. Emergency Services Leave

- 57.1. An employer is to 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.
- 57.2. Paid leave for an employee who is absent to volunteer for an emergency management agency includes any additional payments or allowances the employee would ordinarily have received if they had not been absent.
- 57.3. 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.
- 57.4. An application for Emergency Service Leave is to be supported by written confirmation from the emergency management agency certifying that the employee was required for the specified period.

58. Leave for Training with Defence Force Reserves

- 58.1. 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.
- 58.2. Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- 58.3. Application for leave of absence for defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the Employee shall provide a certificate of attendance to the Employer.

58.4. Paid leave

- (a) An Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for defence service, subject to the conditions set out hereunder.
- (b) Part time Employees shall receive the same paid leave entitlement as full time Employees, but payment shall only be made for those hours that would normally have been worked but for the leave.
- (c) On written application, an Employee shall be paid wages in advance when proceeding on such leave.
- (d) Casual Employees are not entitled to paid leave for the purpose of defence service.
- (e) An Employee is entitled to paid leave for a period not exceeding 4 weeks on full pay in any period of twelve months commencing on 1 July in each year.
- (f) Any Employee in their first year of Defence service is entitled to an additional two weeks for the purposes of recruitment and/or initial training; and
- (g) Contracts of employment and continuity of service of civilian employment are unbroken during periods of ordinary Defence service and accruals towards all employment entitlements will continue.

58.5. Unpaid leave

- (a) Any leave for the purpose of defence service that exceeds the paid entitlement prescribed in subclause 58.4 shall be unpaid.
- (b) Casual Employees are entitled to unpaid leave for the purpose of Defence service.

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

59. Public Health Emergency Leave

Definitions

59.1. In this clause:

- (a) "Public health emergency" means an incident or emergency that is the subject of Directions issued under Parts 11 or 12 of the *Public Health Act 2016* (WA).

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

Special public health emergency leave

- 59.2. The Employer is to credit each Employee with 20 days of non-cumulative special public health emergency leave on January 1 each year.
- 59.3. 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.
- 59.4. 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.
- 59.5. Employees absent on special public health emergency leave are to receive their ordinary pay.
- 59.6. Employees who have exhausted their special public health emergency leave can access existing personal leave entitlements under clause 44 of this Agreement.

Eligibility for Special Public Health Emergency Leave

- 59.7. Special public health emergency leave can only be taken in respect of absences from work during:
 - (a) a public health emergency; or
 - (b) other significant events as agreed between the Union and the Executive Director GLSR.
- 59.8. 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 44 of this Agreement.
- 59.9. 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.

59.10. Compassionate access to special public health emergency leave can be granted in exceptional circumstances despite not being a reason referred to in subclauses 59.9.

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

59.12. An Employee is unable to access special public health emergency leave while on any period of leave without pay, parental leave, adoption leave or other parent leave, or annual or long service leave except as provided for in clauses 44.36 (re-crediting annual leave) and 44.37 (re-crediting long service leave).

Notice and Access

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

59.14. Reasonable and legitimate requests for special public health emergency leave are approved subject to available credits. Where practicable, the Employee must give reasonable notice before taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work is to be provided.

Evidence

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

PART 5 – CHANGE MANAGEMENT

60. Consultation

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

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

60.3. The parties agree that:

- (a) For the purposes of this clause "change" means situations where the Employer proposes to make changes(s) likely to affect an existing practice(s), working conditions or employment prospects of Employees.
- (b) Where the Employer proposes to make change(s), the Union and Employees affected shall be notified by the Employer as early as possible.

- (c) Consultation involves information sharing and opportunity for discussions between the parties on matters relevant to a proposed change conducted in a manner that enables the Union and Employees to contribute to the decision making process.
- (d) For the purposes of such discussion the Employer shall provide to the Union and Employees concerned relevant information about the changes, including the nature of the changes on the Employees provided that the Employer shall not be required to disclose confidential information the disclosure of which, would be harmful to their interests.
- (e) In the context of such discussion the Union and Employees are able to contribute to the decision making process.

61. Redundancy and Redeployment

- 61.1. The parties recognise that the *Public Sector Management Act 1994 (WA)* (the Act) and the *Public Sector Management (Redeployment and Redundancy) Regulations 2014 (WA)* (the Regulations) provide the legislative framework for redundancy and redeployment for all employees covered by this General Agreement. If the provisions of this General Agreement and the Regulations are inconsistent, the provision of the Regulations shall prevail.
- 61.2. The parties acknowledge the Act and the Regulations may be subject to amendment or replacement from time to time.
- 61.3. The Employer and prospective Employer will assess the Suitability of a Surplus employee broadly which includes, but is not limited to:
 - (a) acknowledging that the Employee's classification level illustrates core competencies for that classification level;
 - (b) providing sufficient weight to the Employee's knowledge, skills and experience; and
 - (c) recognising the transferability of skills to roles where a direct fit may not exist.
- 61.4. The Employer and prospective Employer will seek to place Surplus employees in suitable positions in accordance with subclause 61.3.
- 61.5. The Employer will provide Surplus employees with direct access to priority vacancies through the online Recruitment Advertising Management System.
- 61.6. The Employer will provide Surplus employees with case management in line with the Public Sector Commission's Redeployment and Redundancy Guidelines and the Public Sector Commission's Redeployment and Redundancy Guidelines Appendix A – Case Management or any revised arrangement subsequent to the review of the redeployment and redundancy provisions. The Employer will ensure that Surplus employees are provided with an appropriately skilled case manager/s, a skills audit and continual support to find Suitable employment.
- 61.7. Upon notification of registration, the Employer shall provide an Employee who is notified of the Employer's intention to register them under regulation 18 of the Regulations with the

written reason/s for the intended registration and the possible employment, placement and training options available to them.

- 61.8. Where the Employer is able to do so consistent with Commissioner's Instruction No. 12 – Redeployment and Redundancy, the Employer may Suspend the Redeployment period of a Registered employee for the duration that the Employee is participating in retraining, a secondment or other employment placement arrangement. Where suspension of the total duration would exceed the allowable duration under Commissioner's Instruction No. 12 – Redeployment and Redundancy, the Employer may Suspend the Redeployment period for the portion allowable.
- 61.9. When a Registered employee enters the last three months of their Redeployment period, the Employer will notify the Union as soon as possible.

PART 6 – UNION RELATED MATTERS

62. Union Facilities for Union Representatives

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

- (d) Paid access to periods of leave for the purpose of attending Union training courses in accordance with clause 20 - Trade Union Training Leave of the *Miscellaneous Government Conditions and Allowances Award* No. A4 of 1992. Country representatives will be provided with appropriate travel time.
- (e) Unless otherwise agreed notification of the commencement of new 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.
- (f) and, as part of their induction, time to discuss the benefits of Union membership with them.
- (g) Access to a sheltered area for meetings of members.
- (h) Access to work location, names, rosters and hours of work of Employees. This information and access will also be provided to Union officials upon request.
- (i) Access to awards, agreements, policies and procedures.
- (j) Access to information on matters affecting Employees in accordance with clause 60 – Consultation.
- (k) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.

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

62.6. Group inductions

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

62.7. Union General/Delegate Meetings

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

- (b) On an annual basis one of the meetings at subclause 62.8(a) can be converted to a paid district members meeting of up to two hours duration with additional time allocated for travel. When the Union converts a paid quarterly meeting into a district members meeting, the Union and the Employer shall hold discussions to ensure that a sufficient number of Employees remain to ensure that work programs continue to run. This clause will not be used to unreasonably prevent an Employee from attending such a meeting.
- (c) Delegates will be able to attend paid quarterly district delegate meetings of up to two hours duration with additional time allocated for travel.
- (d) The entitlements provided for in subclauses 62.7(a), (b), and (c) to attend meetings are subject to seven calendar days' prior notice being given to the Employer, or a lesser period as agreed between the parties.

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

63. Work Health and Safety

Health and Safety Representative Training

63.1. 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.

63.2. The Employer acknowledges the importance of ensuring Health and Safety Representatives are provided with work health and safety training.

63.3. The Employer will proactively facilitate the training of Health and Safety Representatives within the timeframes specified in the following table:

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

63.4. Where a Health and Safety Representative does not request to attend a training course in work health and safety as per section 72(c) of the 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).

63.5. 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 Register

63.6. The Employer shall maintain a Health and Safety Representative Register (the Register).

63.7. The Register is to record the following information for each Health and Safety Representative:

- (a) name;
- (b) work location;
- (c) job title;
- (d) date of election as a Health and Safety Representative; and
- (e) training details on completion of relevant Health and Safety Representative training courses, including:
 - (i) the name of the training provider, and
 - (ii) training dates for initial and refresher courses.

63.8. The Employer shall provide a copy of the Register to the Union every six months.

63.9. The Register is to be submitted to the Executive Director Government Sector Labour Relations on 31 January each year, for the previous year.

PART 7 – DISPUTE SETTLEMENT PROCEDURE

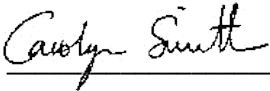
64. Dispute Settlement Procedure

- 64.1. Any questions, disputes or difficulties arising under this General Agreement shall be dealt with in accordance with this clause.
- 64.2. The Employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three working days. An Employee may be accompanied by a Union representative.
- 64.3. If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three working days. An Employee may be accompanied by a Union representative.
- 64.4. If the dispute is still not resolved, it may be referred by the Employee/s or Union representative to the Employer or his/her nominee.
- 64.5. Where the dispute cannot be resolved within five working days of the Union representatives' referral of the dispute to the Employer or his/her nominee, either party may refer the matter to the WAIRC.
- 64.6. The period for resolving a dispute may be extended by agreement between the parties.
- 64.7. At all stages of the procedure the Employee may be accompanied by a Union representative.
- 64.8. Notwithstanding the above the Union may raise matters directly with representatives of the Employer. In each case the Union and the Employer shall endeavour to reach agreement. If no agreement is reached either party may refer the dispute to the WAIRC for conciliation and/or arbitration.
- 64.9. Nothing in this clause constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008*.

PART 8 – SCHEDULES TO THE AGREEMENT

Schedule 1 – Signatures of Parties

Signed



Carolyn Smith

Secretary

United Workers Union (WA)

Date 06 January 2025

Signed



Alex Lyon

Executive Director

Government Sector Labour Relations

Department of Energy, Mines, Industry Regulation and Safety

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

Date 06 January 2025

Schedule 2A - Wage Schedule

Level	Rate Applicable as at 1 January 2024 \$ per week	Effective on and from 1 January 2025 \$ per week	Effective on and from 1 January 2026 \$ per week
1.1	\$1,126.20	\$1,191.20	\$1,256.20
1.2	\$1,136.80	\$1,201.80	\$1,266.80
1.3	\$1,145.80	\$1,210.80	\$1,275.80
2.1	\$1,154.80	\$1,219.80	\$1,284.80
2.2	\$1,166.40	\$1,231.40	\$1,296.40
2.3	\$1,172.60	\$1,237.60	\$1,302.60
3.1	\$1,189.30	\$1,254.30	\$1,319.30
3.2	\$1,196.70	\$1,261.70	\$1,326.70
3.3	\$1,203.90	\$1,268.90	\$1,333.90
4.1	\$1,195.60	\$1,260.60	\$1,325.60
4.2	\$1,200.70	\$1,265.70	\$1,330.70
4.3	\$1,205.80	\$1,270.80	\$1,335.80
5.1	\$1,209.40	\$1,274.40	\$1,339.40
5.2	\$1,216.90	\$1,281.90	\$1,346.90
5.3	\$1,223.80	\$1,288.80	\$1,353.80
6.1	\$1,233.90	\$1,298.90	\$1,363.90
6.2	\$1,244.00	\$1,309.00	\$1,374.00
6.3	\$1,252.50	\$1,317.50	\$1,382.50
7.1	\$1,261.30	\$1,326.30	\$1,391.30
7.2	\$1,271.30	\$1,336.30	\$1,401.30
7.3	\$1,280.60	\$1,345.60	\$1,410.60
8.1	\$1,277.10	\$1,342.10	\$1,407.10
8.2	\$1,284.10	\$1,349.10	\$1,414.10
8.3	\$1,290.20	\$1,355.20	\$1,420.20
9.1	\$1,310.50	\$1,375.50	\$1,440.50
9.2	\$1,321.20	\$1,386.20	\$1,451.20
9.3	\$1,331.80	\$1,396.80	\$1,461.80
10.1	\$1,338.90	\$1,403.90	\$1,468.90
10.2	\$1,350.30	\$1,415.30	\$1,480.30
10.3	\$1,361.10	\$1,426.10	\$1,491.10
11.1	\$1,383.10	\$1,448.10	\$1,513.10
11.2	\$1,395.60	\$1,460.60	\$1,525.60
11.3	\$1,407.30	\$1,472.30	\$1,537.30

**Classification Structure
Department of Education**

Classification	Level
CLEANERS AND CARETAKERS	
Cleaner Level 2	1
Cleaner working alone	2
Assistant cleaner in charge	2
Cleaner in charge (<7000m ²)	3
Cleaner in charge (>7000m ²)	7
Senior cleaner in charge *	8
GARDENERS	
Assistant Gardener/Handypersons	1
Gardener/Handypersons	2
Gardener/Pool Maintenance Officer	2
Gardener/Ride on Mower Operator	3
Gardener/Handyperson	3
Rider Mower (in charge of vehicle)	5
Senior Gardener/Handyperson	5
Senior Gardener/Pool Maintenance Officer	5
Handyperson (Belmont SHS)	5
RESIDENTIAL COLLEGES	
Domestic Employee	1
Groundsperson/Gardener	2
Cook	3
CANTEEN WORKERS	
Canteen Attendant	1
Canteen Attendant Working Alone	2
Canteen Manager	8

* **NOTE:** A cleaner in charge employed at schools with a student enrolment equal to or greater than 1400 as at Census date in Term 1, and following registration of the General Agreement, will be classified as a senior cleaner in charge.

Departments and Organisations other than the Department of Education

Classification	Level
CLEANERS AND CARETAKERS	
Attendant	1
Cleaner	1
Caretaker	2
Court Usher	6
Cleaner in charge (>7000m ²)*	
GARDENERS	
Gardener/Ground Attendant	1
Labourer (Maintenance and General)	1
Gardener/Ground Attendant	2
Senior Gardener / Ground Attendant	4
Tradesperson Gardener (Horticulture)	6
OTHER	
Assistant Warden	2
Attendant or Receptionist Attendant Grade 1	5
Visitor Services Officer Grade 1	5
Visitor Services Officer Grade 2	6
Regional Attendant	7
Supervisor Assistant	8
Installation Assistant	9
Attendant Supervisor	10
Installation Supervisor	11

*Note: Cleaner in charge (>7000m²) can be used in TAFE campuses only

All Respondents

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

Schedule 2B – Wages - Child Care Givers

Level	Rate Applicable as at 1 January 2024 \$ per week	Effective on and from 1 January 2025 \$ per week	Effective on and from 1 January 2026 \$ per week
Qualified Child Care Giver			
Part A			
Step 1A	\$1,196.00	\$1,261.00	\$1,326.00
Step 1B	\$1,233.50	\$1,298.50	\$1,363.50
Step 2	\$1,263.70	\$1,328.70	\$1,393.70
Step 3	\$1,293.40	\$1,358.40	\$1,423.40
Step 4	\$1,323.80	\$1,388.80	\$1,453.80
Qualified Child Care Giver			
Part B			
Step 1A	\$1,151.60	\$1,216.60	\$1,281.60
Step 1B	\$1,187.40	\$1,252.40	\$1,317.40
Step 2	\$1,216.30	\$1,281.30	\$1,346.30
Step 3	\$1,244.20	\$1,309.20	\$1,374.20
Step 4	\$1,273.20	\$1,338.20	\$1,403.20
Senior Qualified Child Care Giver			
Part A	\$1,416.60	\$1,481.60	\$1,546.60
Part B	\$1,360.20	\$1,425.20	\$1,490.20
Child Care Giver			
Part A			
Step 1	\$1,063.30	\$1,128.30	\$1,193.30
Step 2	\$1,080.00	\$1,145.00	\$1,210.00
Step 3	\$1,095.70	\$1,160.70	\$1,225.70
Step 4	\$1,126.10	\$1,191.10	\$1,256.10
Child Care Giver			
Part B			
Step 1	\$1,024.30	\$1,089.30	\$1,154.30
Step 2	\$1,040.90	\$1,105.90	\$1,170.90
Step 3	\$1,056.90	\$1,121.90	\$1,186.90
Step 4	\$1,076.60	\$1,141.60	\$1,206.60
Child Care Support Employee			
Part A			
Step 1	\$1,070.40	\$1,135.40	\$1,200.40
Step 2	\$1,086.80	\$1,151.80	\$1,216.80
Step 3	\$1,102.80	\$1,167.80	\$1,232.80
Step 4	\$1,123.90	\$1,188.90	\$1,253.90
Child Care Support Employee			
Part B			
Step 1	\$1,031.30	\$1,096.30	\$1,161.30
Step 2	\$1,046.90	\$1,111.90	\$1,176.90
Step 3	\$1,062.00	\$1,127.00	\$1,192.00
Step 4	\$1,082.50	\$1,147.50	\$1,212.50

Schedule 2B – Wages – Child Care Givers

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

- (d) An Employee who works for a minimum of four continuous weeks but less than an academic year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and semester vacation periods related to that academic year on the basis of 0.3 of one week's wages for each academic week the Employee was employed to work in the child care centre.
- (e) An annual leave loading shall be included in the last payment of ordinary wages made prior to Christmas Day or in the event of a termination prior to the end of the college year in the final payment made to the Employee.
- (f) Subject to subclause 8(g), the annual leave loading shall be 17.5% of four weeks' wages at the rate of pay applicable at the time of payment. The payment of annual leave loading is subject to clause 48 - Annual Leave Loading of the General Agreement.
- (g) Where an Employee is employed for less than the full college year, the annual leave loading shall be paid on a pro rata basis in the same proportion as the number of weeks which the Employee was employed to actually work in the centre bears to the number of weeks in the same college year.

9. Definitions and Skill Descriptors for Child Care Givers

- (a) Child Care Support Employee
 - (i) Definition: An untrained ancillary Employee who is employed to undertake cooking duties.
 - (ii) Skill Descriptor: Such an Employee may:
 - (aa) work under routine supervision either individually or in a team environment;
 - (bb) be responsible for assuring the quality of the employee's own working subject to routine supervision; and
 - (cc) be required to exercise discretion during the course of their own work.
- (b) Child Care Giver
 - (i) Definition: An Employee at this level shall be an unqualified Employee working under routine supervision, engaged to assist in the supervision and care of children and generally to assist in the functioning of the centre.
 - (ii) Skill Descriptor: Responsibilities of a Child Care Giver may include the following:
 - (aa) Is able to perform routine duties requiring the exercise of knowledge and skills at a primary level.
 - (bb) Maintain a clean, hygienic environment.
 - (cc) Maintain and attend to personal hygiene of children.
 - (dd) Attend to nutritional needs of children.

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

(c) Qualified Child Care Giver:

- (iii) Definition: shall mean an Employee who holds the qualification of Diploma Early Childhood Education and Care or an approved equivalent qualification which is recognised and approved by the Australian Children’s Education and Care Quality Authority (ACECQA) authorising the Employee to be in charge of children 0-6 years and who is so appointed.
- (iv) Qualified Child Care Giver shall also include persons who do not hold approved qualifications but who have obtained an exemption from the ACECQA to work at this level and who are so appointed.
- (v) Skill Descriptor: The responsibilities of a Qualified Child Care Giver may include the following:
 - (aa) Ensure the Centre or Service's policies are adhered to.

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

(d) Senior Qualified Child Care Giver

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

- (pp) To conduct staff meetings and attends other relevant meetings.
- (qq) To encourage team-work amongst staff.
- (rr) Operate within the requirements of Government Legislation, Regulations and relevant Industrial Awards.
- (ss) To provide leadership and direction for other staff.

10. College Vacation Periods

- (a) This clause shall apply only to Employees paid according to Part B in Schedule 2B– Wages - Child Care Givers.
- (b) An Employee shall not be required to be present for duty on any day on which the centre is not open.
- (c) Subject to the provisions of subclause 7 of this Schedule each Employee shall be paid their ordinary wage for any day on which the Employee is relieved of the obligation to present themselves for work.
- (d) In the event of the College requiring the child care centre to open for operation during a term or semester vacation when the centre does not ordinarily open the Employee shall be paid for the ordinary hours worked at the rate of time and one-half.
- (e) An Employee who works for a minimum of four continuous weeks but less than an academic year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and semester vacation periods related to that academic year on the basis of 0.3 of one week's wages for each academic week the Employee was employed to work in the child care centre.
- (f) An annual leave loading shall be included in the last payment of ordinary wages made prior to Christmas Day or in the event of a termination prior to the end of the college year in the final payment made to the Employee.
- (g) Subject to subclause 7 of this Schedule, the annual leave loading shall be 17.5% of four weeks' wages at the rate of pay applicable at the time of payment. The payment of annual leave loading is subject to clause 48 - Annual Leave Loading of the General Agreement.
- (h) Where an Employee is employed for less than the full college year, the annual leave loading shall be paid on a pro rata basis in the same proportion as the number of weeks which the Employee was employed to actually work in the centre bears to the number of weeks in the same college year.

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

WAGES: Maintenance Attendants, Horticultural and Cleaning Staff

Level	Rate Applicable as at 1 January 2024 \$ per week	Effective on and from 1 January 2025 \$ per week	Effective on and from 1 January 2026 \$ per week
Horticulturalist & Maintenance Attendant			
1.1	\$1,172.70	\$1,237.70	\$1,302.70
1.2	\$1,189.30	\$1,254.30	\$1,319.30
1.3	\$1,209.20	\$1,274.20	\$1,339.20
1.4*	\$1,223.50	\$1,288.50	\$1,353.50
2.1	\$1,234.00	\$1,299.00	\$1,364.00
2.2	\$1,261.40	\$1,326.40	\$1,391.40
2.3	\$1,277.10	\$1,342.10	\$1,407.10
2.4	\$1,310.60	\$1,375.60	\$1,440.60
3.1	\$1,338.90	\$1,403.90	\$1,468.90
3.2	\$1,363.70	\$1,428.70	\$1,493.70
3.3	\$1,389.60	\$1,454.60	\$1,519.60
3.4	\$1,415.50	\$1,480.50	\$1,545.50
Cleaner			
1st year of employment	\$1,126.00	\$1,191.00	\$1,256.00
2nd year of employment	\$1,136.70	\$1,201.70	\$1,266.70
3rd year of employment and thereafter	\$1,145.60	\$1,210.60	\$1,275.60

* Note: Level 1.4 applies to Maintenance Attendants only.

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

Level	Rate Applicable as at 1 January 2024 \$ per week	Effective on and from 1 January 2025 \$ per week	Effective on a from 1 January 2026 \$ per week
1.1	\$1,168.90	\$1,233.90	\$1,298.90
1.2	\$1,195.10	\$1,260.10	\$1,325.10
2.1	\$1,251.60	\$1,316.60	\$1,381.60
2.2	\$1,272.10	\$1,337.10	\$1,402.10
2.3	\$1,302.40	\$1,367.40	\$1,432.40
2.4	\$1,337.40	\$1,402.40	\$1,467.40

Schedule 2E – Wages – Home Economic Assistants Employed by Department of Education

Level	Rate Applicable as at 1 January 2024 \$ per week	Effective on and from 1 January 2025 \$ per week	Effective on a from 1 January 2026 \$ per week
1.1	\$1,191.68	\$1,256.68	\$1,321.68
1.2	\$1,217.52	\$1,282.52	\$1,347.52
2.1	\$1,275.66	\$1,340.66	\$1,405.66
2.2	\$1,297.70	\$1,362.70	\$1,427.70
2.3	\$1,327.34	\$1,392.34	\$1,457.34
2.4	\$1,363.82	\$1,428.82	\$1,493.82

Schedule 3 – Agency Specific Schedule – Western Australian Museum

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

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

1. Return To Work During Periods Of Approved Absences

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

2. Operational Approach

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

3. Multiskilling

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

4. Multifunctionality

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

5. Part Time Flexibility

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

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

6. Classification Structure

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

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

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

- (b) “Visitor Services Officer – Grade Two” (VSO2) shall mean a person employed by the Museum whose duties are as for a VSO1 (above) but includes interpretation of the Museum for visitors through advanced and specialised tours and interpretive programs, and assistance with the provision of education programs. The provision of tours and other interpretative experiences forms a substantial part of the duties.
- (c) Entry level positions at the Maritime Museum (including the Shipwreck Museum) will be VSO1 unless the position is specifically advertised as VSO2.
- (d) Other Employees engaged as receptionist attendants elsewhere in the Museum will continue to be classified at Grade One.
- (e) Nothing in subclause (d) prevents the advancement of any employee who works at a Museum site, to the VSO2 classification if they are in fact performing the duties of a VSO2.
- (f) Any dispute arising from the application of this Schedule shall be dealt with in accordance with clause 64 – Dispute Settlement Procedure of this General Agreement.

Schedule 4 – Agency Specific Schedule – TAFE Colleges

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

1. Flexible Working Hours

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

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

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

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

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

1. Definitions

- (a) For the purposes of this Schedule the following definitions shall apply:
 - (i) “Cleaner” shall mean a Cleaner Level 2, Cleaner Working Alone, Assistant Cleaner in Charge or Cleaner in Charge.
 - (ii) “Cleaner in Charge” shall mean a Cleaner in charge (<7000m²), Cleaner in charge (>7000m²) or Senior cleaner in charge.
 - (iii) “Gardener” shall mean an Assistant Gardener/Handyperson, Gardener/Handyperson, Gardener/Pool Maintenance Officer, Gardener/Ride on Mower Operator, Rider/Mower (In charge of vehicle), Senior Gardener/Handyperson, Senior Gardener/Pool Maintenance Officer or Handyperson (Belmont SHS).
 - (iv) “Canteen Worker” shall mean a Canteen Attendant, Canteen Attendant Working Alone or Canteen Supervisor.
 - (v) “Home Economic Assistant” means an Employee engaged to assist the Teacher with the delivery of the home economics program.

2. Reform Initiatives – Objectives

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

3. Strategies and Initiatives Developed to Achieve Objectives

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

- (v) improvement of the management of staff performance;
- (vi) current staffing practices;
- (vii) application of new technology; and
- (viii) ongoing skills development.

4. Reform Initiatives

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

5. Flexible Working Hours Initiative

- (a) Employees covered by the General Agreement may agree to work flexible hours where these are implemented at the school site, and where:
 - (i) an improved curriculum can be offered as a result; or more effective and efficient use of resources occurs;
 - (ii) consultation has occurred at a school level involving all stakeholders, including the Union, school decision making groups, parents, students and whole of school staff;
 - (iii) issues such as duty of care, health, safety and welfare, equity and other legislative requirements have been allowed for;
 - (iv) workload, career aspirations and family circumstances have been allowed for; individual circumstances have been fully and reasonably considered; and
 - (v) the distribution of hours is equitable.
- (b) Specifically excluded from these arrangements are longer working hours, overtime and split shifts except where provided for in the relevant Award.
- (c) Arrangements for working of flexible hours as provided for in this clause shall be subject to agreement between the Employee and Employer. No Employee shall be coerced into working flexible hours.
- (d) Notwithstanding the above, where it is considered necessary to provide more economic operations, the Director General may authorise the operation of alternative working arrangements in a school. The continuing operation of any alternative working

arrangements, so approved, will depend on the Director General being satisfied that the efficient functioning of the school is being enhanced by its operation.

- (e) The parties agree that Employees may, by agreement with all parties, to meet the needs of individual Remote Teaching Service schools, vary the school year and hours per day to take into account educational, cultural, climate and local factors. The Principal will negotiate school hours and days of attendance and the employees will be consulted and have a choice of undertaking these changes without being coerced into taking the changes. The total hours worked in any one year will still equal the total hours that would have been worked if the school year had not been varied by the General Agreement.

6. Multiskilling Initiative

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

7. Professional and Career Development Initiative

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

8. School Workload Advisory Committee

- (a) Where a Workload Advisory Committee (WAC) exists in a school then Employees have the right to representation on the Committee.
- (b) Where a WAC does not exist, and Employees request that one is established, the Principal may establish a WAC. The request will be made in writing to the Principal or Business Manager.
- (c) The WAC may, among other things, provide workload related information and advice to the Principal during the school year in order to assist with improving teaching and learning outcomes.
- (d) To assist in the management of workload in the school, the WAC is to make recommendations to the Principal about how to use school resources to address workload issues.
- (e) It is recognised that the Principal has ultimate responsibility and authority for the operation of the school, including the allocation of resources, timetables and allocation of work.

9. Long Service Leave

- (a) Notwithstanding clause 6 of the General Order, an Employee may retain up to five days of long service leave until their next entitlement is accrued. Any remaining credit will be cashed out at this time.

10. Home Economic Assistants – Conditions of Employment

- (a) This General Agreement shall apply to all Home Economic Assistants.
- (b) This General Agreement shall be read in conjunction with the *Cleaners and Caretakers (Government) Award 1975* and the *Miscellaneous Government Conditions and Allowances Award A 4 of 1992* in relation to Home Economic Assistants.
- (c) New Home Economics Assistants are initially employed at level 1 step 1 of the Home Economic Assistants' classification, as contained within Schedule 2E to the General Agreement.
- (d) Home Economics Assistants progress through the steps of the classification by annual increments subject to subclause 10(e).
- (e) Home Economic Assistants progress to level 2 step 1 on their increment date, unless the Principal indicates prior to a Home Economic Assistant's increment date that the Home Economic Assistant's work performance is not satisfactory and the Home Economic Assistant is not capable of exercising the responsibilities and carrying out the duties of a Home Economic Assistant level 2. The Principal must be able to demonstrate that performance issues are genuine and have been raised with the Employee.
- (f) Home Economics Assistants progressing to level 2 step 1 will carry out the functions and duties as prescribed by the Home Economic Assistant level 2 JDF.

- (g) Home Economics Assistants employed on registration of the General Agreement will retain classification level and increment progression as recognised under the *Education Assistants (Government) General Agreement 2023*.
- (h) Home Economics Assistants required to perform work in a lower grade for any of their usual shift or portion thereof shall not have their wages reduced whilst employed in such lower capacity.
- (i) The parties reserve the capacity to agree, during the life of the General Agreement, to provide an entitlement to student vacation leave to Home Education Assistants employed by the Department of Education.
- (j) A subclause 10(i) agreement is valid if the parties agree in writing on the terms of the changed working arrangements including appropriate reduction in wages proportionate to reduced working hours. The Employer will issue an Industrial Relations Advice to reflect any agreement reached under clause 10(i)
- (k) Where a subclause 10(i) agreement conflicts with other provisions of the General Agreement or this Schedule, the subclause 10(i) agreement shall prevail.

11. Home Economic Assistants – Removal of Floor Cleaning

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

12. Gardeners – Annual Leave

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

13. Gardeners – Sun-Safe Uniforms

- (a) When the circumstances of work to be done by Gardeners is in an open air environment without protection from the sun the Employer shall provide, free of charge, such an Employee with an appropriate sun safe uniform, sunscreen lotion and/or other protection from the direct rays of the sun.
- (b) The Employer shall provide free of charge the following number and type of uniforms to each full-time Gardener (pro-rata for part-time Employees):
 - (i) three pairs of long trousers and five long sleeved shirts; and
 - (ii) uniforms are replaced annually or earlier when necessary on a fair wear and tear basis.

- (c) The Employer determines the sun safe material, colour, pattern and conditions of the uniforms issued.
- (d) At all times the uniforms issued to the Employee remains the property of the Employer.
- (e) The standard uniform issued may be varied by agreement between the Employer and the Union where a school has the need for particular items of clothing to be worn. Each Employee must have sufficient number of uniforms to ensure a clean uniform daily.
- (f) Gardeners required to wear uniforms are entitled to all reasonable laundry expenses and as such are each paid an allowance of \$2.15 per week when full-time or otherwise on a pro rata basis.
- (g) To be effective from Term 4 2007.

14. Gardeners – Rescheduling of RDO’s

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

15. Gardeners – Accrual of RDO’s

- (a) An Employee may request to accrue up to five RDO’s in any one calendar year. Approval to accrue RDO’s is subject to agreement of the Employer, with consideration of operational requirements.
- (b) Accrued days must be taken within the calendar year in which they accrue and at a time agreed between the Employer and Employee.

16. Gardeners – Hours of Work

- (a) Notwithstanding clause 7(1)(a) of the *Gardeners (Government) 1986 Award No.16 of 1983*, a gardener may commence work earlier than 6.00 a.m. on approval of the Principal. Under no circumstance is a gardener to commence earlier than 4.5 hours before the official opening time of the school at which they are employed.
- (b) Commencement before 6.00am is subject to the Employee completing a risk assessment for the Principal’s consideration.
- (c) In considering a request to commence earlier than 6.00 a.m., the Principal will take into account, but not limited to, such factors as:
 - (i) the operational needs of the school;

- (ii) natural and artificial lighting;
 - (iii) safety and security of the gardener; and
 - (iv) security of school premises and property.
- (d) Such a request shall not be unreasonably refused.
- (e) Where the request to commence earlier than 6.00 a.m. is granted, hours worked prior to 6.00 a.m. will be paid at the ordinary rate of pay for that day and will not attract any additional loading or penalty rate.
- (f) A Principal may initiate a review of the earlier start time taking into account, but not limited to, the factors listed in subclause 16(c).

17. Cleaners – Recognition of Prior Service for

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

18. Cleaners and Home Economic Assistants – Annual Leave Loading

- (a) This clause applies to Cleaners and Home Economic Assistants employed under the *Cleaners and Caretakers (Government) Award 1975*.
- (b) This clause replaces the annual leave loading provisions of the Award.
- (c) A loading of 17.5% calculated on the ordinary wage rate for a maximum of 4 weeks’ annual leave shall be paid to Employees on the first pay period in December in the calendar year in which the leave accrues.
- (d) The leave loading to be paid to Employees who are in the service of the Employer prior to or engaged after 1 January in each year shall be the leave loading anticipated to be due on 31 December of that year.
- (e) The maximum payment of the loading provided for in subclause 18(c) shall be as per clause 48 – Annual Leave Loading of the General Agreement.
- (f) Part time Employees shall be paid a proportion of the annual leave loading at the wage rate applicable, provided that the maximum loading payable shall be calculated in accordance with the following:

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

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

19. Cleaners - Hours of Work

- (a) This clause applies in lieu of clause 3.1.1(e) of the *Cleaners and Caretakers (Government) Award 1975*.
- (b) Notwithstanding the provisions of subclause 3.1.1(b) of the *Cleaners and Caretakers (Government) Award 1975*, where the majority of school Cleaners request to start earlier than 6:00 a.m., and the Principal approves, this will be confirmed in writing. Under no circumstances are Cleaners allowed to start work more than 4.5 hours before the official opening time of the school at which they are employed.
- (c) In considering a request made in accordance with subclause 15(b) of this Schedule the Principal will take into account, but is not limited to, such factors as:
 - (i) operational needs of the schools;
 - (ii) natural and artificial lighting;
 - (iii) safety and security of the cleaning staff; and
 - (iv) security of school premises and property.

- (d) Where the Principal has approved a request in accordance with subclause 15(b) of this Schedule for Cleaners to start earlier than 6:00 a.m., no overtime or shift work penalties will be applied to those hours.
- (e) In the event that the Cleaner in Charge does not agree to an earlier start time, but the majority of Cleaners do, another Cleaner may volunteer to take responsibility for opening the school and switching off the security alarm system. Under such circumstances, no additional allowances are payable to the Cleaner who elects to undertake this duty.
- (f) In circumstances where Cleaners have agreed to commence work earlier than 6:00 a.m., a review of the early start times may be initiated either by the Principal taking into account school operational needs, or the Cleaner in Charge on behalf of Cleaners.

20. School closures

- (a) In the event of a temporary closure of a school, Employees may be required by the Employer to:
 - (i) temporarily undertake alternative duties at the Employee's usual workplace or at another workplace; or
 - (ii) temporarily cease work
- (b) Employees are to be paid their ordinary wages for any day on which they are advised by the Employer to temporarily cease work, as per clause 20(a)(ii) of this Schedule.
- (c) Clause 20(b) does not apply to Employees who:
 - (i) refuse to undertake alternative duties as per 20(a). Employees that refuse to undertake alternative duties will be provided the option to apply for leave or will be placed on leave without pay for the duration of the temporary closure;
 - (ii) are on any form of approved leave at the time of the temporary closure of the school, for the duration of the approved leave; or
 - (iii) are casual Employees.

21. Cleaners and Home Economic Assistants – Student Vacation Period

- (a) For the purposes of this clause "Award" shall mean the *Cleaners and Caretakers (Government) Award 1975*.
- (b) Annual leave
 - (i) In addition to clause 6.1.5 of the Award and subject to the provisions of subclauses 21(b)(ii) to (iv) of this Schedule, the Employer may direct an Employee to proceed on annual leave during the summer student vacation period.
 - (ii) The Employer may require an Employee to proceed on up to four weeks' annual leave during the summer student vacation period for the purpose of allowing annual leave to be taken or to meet a school's operational requirements.

- (iii) An Employee with less than a full year's service may be required to proceed on up to four weeks' leave but shall only be entitled to payment during such period for the number of days' annual leave due to them.
 - (iv) Notwithstanding subclause 21(b)(iii) of this Schedule, an Employee may, with the approval of the Employer, be allowed to take the annual leave before the Employee has accrued the entitlement pursuant to subclause 6.1.3(a) of the Award.
 - (v) Where an Employee takes a period of annual leave in accordance with subclause 21(b)(iv) of this Schedule and subsequently terminates their employment, the provisions of subclause 6.1.4(c) and (d) of the Award shall apply.
 - (vi) The Employer may retain such Employees during the student vacation period as may be required for operational need.
 - (vii) Where the Employer requires the Employee to proceed on annual leave during the summer student vacation period, the Employee is not required to exhaust annual leave credits before accessing leave without pay in accordance with clause 7 of the *Miscellaneous Government Conditions and Allowances Award 1992* at other times of the year.
- (c) Accrued (rostered) days off
- (i) The provisions of this subclause shall be read in conjunction with clause 3. – Hours of Work of the Award.
 - (ii) Subject to clauses 3.1 – Hours and 3.4 - Rostered Day Off (38 Hour Week) of the Award, an Employee shall be entitled to 12 paid accrued days off each calendar year.
 - (iii) Subject to subclause 21(c)(iv) of this Schedule, accrued days off shall be taken in four day groups during the student vacation periods following the first, second and third school terms.
 - (iv) Nothing in this clause shall prevent the accrued days off being observed in accordance with clause 3.4 – Rostered Day Off (38 Hour Week) of the Award to suit the circumstances of the Employer.
- (d) Compaction of hours for part time employees during student vacation leave
- (i) A part time Employee may request, that the Principal permits the Employee to compact their normal working hours into fewer days during the student vacation period.
 - (ii) A Cleaner who wishes to compact their normal working hours over the student vacation period requires the agreement of the Cleaner in Charge and approval of the Principal. A request to compact hours will not be unreasonably refused.
 - (iii) A Home Economic Assistant who wishes to compact their normal working hours over the student vacation period requires the agreement of the Manager Corporate Services and approval of the Principal. A request to compact hours will not be unreasonably refused.

- (iv) No Employee shall work in excess of eight hours per day under a compaction arrangement.
 - (v) Where a public holiday falls during the student vacation period in which a compaction arrangement is in place, the day shall be paid as a public holiday and no work or accrued day off is required on that day.
 - (vi) Nothing in subclause 21(d)(iv) of this Schedule shall prevent the Employer from requiring an Employee to work on a public holiday, to be paid in accordance with clause 6.4 – Public Holidays of the Award.
- (e) Implementation of student vacation leave for Home Economic Assistants
- (i) In accordance with subclause 10(i) of this Schedule, the Parties may agree, during the life of the General Agreement, to implement student vacation leave for Home Economic Assistants.
 - (ii) An agreement endorsed by the parties in accordance with subclause 21(e)(i) of this Schedule shall prevail over the provisions of subclauses 21(a) – (d) of this Schedule.

22. Cleaner Breaks

- (a) The provisions of this clause replace the provisions of clause 3.1.4 of the *Cleaners and Caretakers (Government) Award 1975*.
- (b) Employees employed in the classification of Cleaners and Caretakers under the Classification Structures at Schedule 2A – Wages Schedule of this General Agreement are entitled to a 15 minute tea break of without deduction of pay and counted as time worked.
- (c) Employees are entitled to an unpaid meal break of not less than 30 minutes and not more than one hour each day. No employee shall be required to work for more than five consecutive hours without a meal break, provided that, if an employee is required to work during their meal break, they shall be paid at overtime rates until a meal break is taken.
- (d) Nothing in this clause precludes the Employee and Employer from agreeing to take the tea break and meal break at mutually agreed times.

23. Gardener Breaks

- (a) The provisions of this clause replace the provisions of clauses 7(4) Hours and 9 – Meal times and breaks of the *Gardeners (Government) 1986 Award*.
- (b) Employees employed in the classification of Gardener under the Classification Structures at Schedule 2A – Wages Schedule of this General Agreement, are allowed a tea break of 15 minutes duration without deduction of pay and shall be counted as time worked.
- (c) Employees are entitled to an unpaid meal break of not less than 30 minutes and not more than one hour each day between the hours of 11.00 a.m. and 2.00 p.m, notwithstanding that no employee shall be required to work for more than five consecutive hours without a meal break. Where an employee is directed to work during their meal break and the commencement of the break is delayed by more than 30 minutes, they shall be paid at overtime rates until a meal break is taken.

- (d) Nothing in this clause precludes the Employee and Employer from agreeing to take the tea break and meal break at mutually agreed times.

24. Cleaners and Home Economics Assistants – Footwear

- (a) Cleaners and Home Economics Assistants will be provided with appropriate footwear by the Employer as soon as practicable after the commencement of employment or, for existing Employees, after registration of this General Agreement. Footwear will be replaced on a reasonable wear-and-tear basis.
- (b) Appropriate footwear will be determined by the Employer, accounting for operational safety considerations and employee preference where practicable.
- (c) At all times, the footwear provided to the Employee remains the property of the Employer.

25. Cleaners and Home Economics Assistants – School staff shirt

- (a) Where the Employer has a locally determined branded school staff shirt, Cleaners and Home Economics Assistants will be provided with one staff shirt a year.
- (b) Employees will not be required to wear any shirt provided under this clause if it is unclean or to launder shirts more often than weekly to meet school uniform requirements.
- (c) At all times, clothing provided to the Employee under this clause remains the property of the Employer.

26. Redeployment distance

- (a) When considering a suitable position in accordance with subclause 61.3 of the Agreement, the employer should also consider the reasonableness of the required travelling distance between the home address and/or current school address and the proposed suitable position.

27. Progression through Cleaner and Gardener Classifications

- (a) A Cleaner who is employed or is reclassified as a Senior Cleaner in Charge will commence at step 2 of level 8 in the first year of employment at that classification and will progress to step 3 after 12 months' continuous service.
- (b) Excluding those referred to in subclause 17(a) and subclause 25(a) of this Schedule, Gardeners and Cleaners will commence employment at step 1 of the relevant classification and progress through the steps of the classification by annual increments.

28. Payslips

- (a) An Employee who has difficulty accessing their payslip electronically will on request to their line manager, have a hard copy of their payslip made available to them at their workplace after each pay period.

29. Canteen Workers – Conditions of employment

- (a) For the purposes of this clause “Award” shall mean the *Miscellaneous Government Conditions and Allowances Award 1992* (or as replaced from time to time).
- (b) Canteen Workers engaged in a school canteen are entitled to the terms and conditions of this General Agreement, and the Award, as if the scope of the Award included Canteen Workers. Where this General Agreement and the Award are silent on a minimum condition, such as annual leave, the *Minimum Conditions of Employment Act 1993* applies.

30. Canteen Workers – Higher Duties

- (a) An employee required by the employer to complete duties at a higher classification level shall be paid for such time, provided that no employee shall be paid higher duties to relieve a person who is absent due to a rostered day off.
- (b) An employee engaged in the higher grade of work for more than two hours on any day or shift shall be paid the higher rate for the whole day or shift.
- (c) Any employee required to perform work in a lower grade for any shift or portion thereof shall not have their wages reduced whilst employed in such lower capacity, other than during school vacation periods in accordance subclause 31(c)(iii).

31. Canteen Workers – Student Vacation Period

- (a) Annual leave
 - (i) When work is ceased to allow annual leave to be taken, employees with less than a full year's service shall only be entitled to payment during such period for the number of days' leave due to them. Subject to the clauses below, the Employer may direct an Employee to proceed on annual leave during the summer student vacation period.
 - (ii) The Employer may require an Employee to proceed on up to four weeks' annual leave during the summer student vacation period for the purpose of allowing annual leave to be taken or to meet a school's operational requirements.
 - (iii) An Employee with less than a full year's service may be required to proceed on up to four weeks' leave but shall only be entitled to payment during such period for the number of days' annual leave due to them.
 - (iv) Notwithstanding subclause 31(a)(iii) of this Schedule, an Employee may, with the approval of the Employer, be allowed to take the annual leave before the Employee has accrued the entitlement.
 - (v) Where an Employee takes a period of annual leave in accordance with clause 31 (a) (iv) of this Schedule and subsequently terminates their employment, the amount of leave so paid in advance will be deducted from any monies owed to the employee on termination.

- (vi) The Employer may retain such Employees during the student vacation period as may be required.
- (b) Hours of Work and Accrued (rostered) days off
- (i) The ordinary hours of work shall be 38 per week with the hours actually worked being 40 hours per week or 80 hours per fortnight.
 - (ii) Ordinary hours shall be worked between the hours of 6.00 am and 7.00 pm, Monday to Friday inclusive.
 - (iii) Employees are entitled to a 10 minute paid tea break after more than two hours of work, and an unpaid meal break of no less than 30 minutes and no more than 60 minutes after more than 5 hours work, with break timing determined by the Employer in consultation with Employees
 - (iv) An Employee shall be entitled to 12 paid accrued days off each calendar year. Part time employees will receive a proportionate payment as their hours bears to fulltime hours.
 - (v) Subject to subclause 31(b)(vi) of this Schedule, accrued days off shall be taken in four-day groups during the student vacation periods following the first, second and third school terms.
 - (vi) Nothing in this clause shall prevent the hours of work or the accrued days off being observed in another pattern mutually agreed in writing to suit the circumstances of the Employer and Employee.
 - (vii) Except as otherwise provided for in this clause, all time worked in excess of or outside the ordinary working hours prescribed in this clause shall be overtime and shall be paid at time and one-half for the first two hours and double time thereafter.
 - (viii) All overtime worked on Sundays shall be paid for at the rate of double time and all overtime worked on public holidays shall be paid at the rate of double time and one-half.
 - (ix) The rates prescribed in clauses 31(b)(vii) and 31(b)(viii) shall apply to part-time Canteen Workers who work outside of their ordinary hours as agreed to by the employer and employee, except where the employer and employee have agreed to a temporary variation to the employee's ordinary working hours.
- (c) Stand down
- (i) An Employee who is not required to work by the Employer during the period of the school vacation period and is stood down without pay shall be entitled to:

- a. Payment of any public holiday which falls into the vacation period and is consecutive with any day of paid work, paid ADO, or paid leave,
 - b. Payment for annual leave during the summer vacation period in accordance with 31(a) of this Schedule,
 - c. Unpaid stand down for any remaining time.
- (ii) Any period on unpaid stand down counts under this subclause counts as good service for all purposes, including increment anniversary dates, annual leave and personal leave accruals, long service leave and ADO accruals.
- (iii) An employee and employer may agree to perform work outside of the employees' normal duties during the school vacation period in lieu of unpaid stand down, and the rate of pay for such work will be that applicable to the work performed provided that the employee will be entitled to the length of service increment of their current role where such work is paid at a lower level.
- (iv) The provisions of this subclause do not apply to any other period of unpaid stand down or leave without pay.

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

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

1. Gardeners/Groundspersons - Hours of Work

- (a) This Clause replaces subclause 6(1)(b) – Hours of the *Auxiliary Staff Residential Colleges (Government) Award 2021* in so far as it applies to Gardeners and/or Groundspersons.
- (b) As a means of working a 38 hour week, Gardeners and/or Groundspersons shall be entitled to payment including shift and weekend penalties:
 - (i) for one day per month on which Gardeners and/or Groundspersons shall not be required to attend for work; or
 - (ii) for the following days on which Gardeners and/or Groundspersons shall not be required to attend for work:
 - (aa) three agreed days during the first school term vacation in each year;
 - (bb) two agreed days during the other school term vacations; and
 - (cc) five agreed days during the Christmas vacation;

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

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

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

1. Definitions

For the purposes of this Schedule:

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

2. Hours

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

3. Tunnel Allowance

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

Effective date	1 January 2025	1 January 2026
Rate (per hour)	\$2.55	\$2.68

4. Torch Light Tour Allowance

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

Effective date	1 January 2025	1 January 2026
Rate (per hour)	\$17.89	\$18.80

5. Rostering

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

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

6. Consultative Committee

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

Schedule 8 – Agency Specific Schedule – Zoological Parks Authority

1. Compost Allowance

- (a) An Employee covered by this Agreement and required to undertake the task of turning over the compost in the designated zoo compost shed or clear away and clean wet bins shall receive an allowance of \$7.41 for every hour or part thereof whilst engaged in that work.
- (b) The compost allowance will increase in accordance with State Wage Case decisions as handed down by the Western Australian Industrial Relations Commission and applied from the date of each decision.

2. Firearms Allowance

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

Effective date	1 January 2025	1 January 2026
Rate (per fortnight)	\$28.83	\$30.20

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

Schedule 9 – List of Respondents

The Employing Authority of each of the following:

Arts and Culture Trust
Botanic Gardens and Parks Authority
Central Regional TAFE
Department of Biodiversity, Conservation and Attractions
Department of Communities
Department of Education
Department of Health
Department of Justice
Department of Local Government, Sport and Cultural Industries
Department of Planning, Lands and Heritage
Department of Primary Industries and Regional Development
Forest Products Commission
National Trust
North Metropolitan TAFE
North Regional TAFE
Rottnest Island Authority
South Metropolitan TAFE
South Regional TAFE
Western Australian Museum
Western Australia Police
Zoological Parks Authority