

**DEPARTMENT OF EDUCATION (SCHOOL SUPPORT OFFICERS) CSA GENERAL
AGREEMENT 2017**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES DEPARTMENT OF EDUCATION

FIRST APPLICANT

THE CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA
INCORPORATED

SECOND APPLICANT

CORAM COMMISSIONER D J MATTHEWS
DATE WEDNESDAY, 13 DECEMBER 2017
FILE NO/S PSAAG 5 OF 2017
CITATION NO. 2017 WAIRC 01005

Result Agreement registered

Representation (by correspondence)

First Applicant Mr S Dane as agent

Second Applicant Ms A Wallish

Registration of Agreement

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

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

NOW I, the undersigned, pursuant to the powers conferred on me under section 41 of the *Industrial Relations Act 1979* hereby register the agreement made between the parties filed in the Commission on 28 November 2017 entitled *Department of Education (School Support Officers) CSA General Agreement 2017* attached hereto as an industrial agreement in replacement of the *School Support Officers (Government) General Agreement 2014*.

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

COMMISSIONER D J MATTHEWS
PUBLIC SERVICE ARBITRATOR

**DEPARTMENT OF EDUCATION (SCHOOL
SUPPORT OFFICERS) CSA GENERAL
AGREEMENT 2017**

PSAAG 5 of 2017

PART 1: APPLICATION OF THE AGREEMENT

1. TITLE

This General Agreement shall be known as the Department of Education (School Support Officers) CSA General Agreement 2017, which cancels and replaces the School Support Officers (Government) General Agreement 2014.

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3. DEFINITIONS

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

- 3.1 “Agency Specific Agreement” (**ASA**) means an industrial agreement developed in accordance with clause 9 – Agency Specific Agreements, which will be read in conjunction with this General Agreement and the Award.
- 3.2 “Award” means the *Education Department Ministerial Officers Salaries, Allowances and Conditions Award 1983, No. 5 of 1983*.
- 3.3 “child” and “grandchild” shall be read as including children of a multiple birth or adoption.
- 3.4 “Department” means the Department of Education.
- 3.5 “Employee” means an officer employed under the provisions of the Award.
- 3.6 “Employer” means the Director General of the Department of Education.
- 3.7 “General Agreement” means the Department of Education (School Support Officers) CSA General Agreement 2017.
- 3.8 “Partner” means a person who is a spouse or a de facto partner.
- 3.9 “Public Sector” means an employing authority as defined in Section 5 of the *Public Sector Management Act 1994*.
- 3.10 “Redeployment Period” means the redeployment period as defined by regulation 28 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.
- 3.11 “Regional employee” means any employee other than one whose assigned headquarters are within the metropolitan area as defined by the Award.
- 3.12 “Registered employee” means a registered employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
- 3.13 “Registrable employee” means a registrable employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.
- 3.14 “Replacement employee” means an employee specifically engaged to replace an employee proceeding on maternity leave, adoption leave, other parent leave or grandparental leave.
- 3.15 “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*.
- 3.16 “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*.
- 3.17 “Surplus employee” means either a Registrable employee or a Registered employee.

- 3.18 “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*.
- 3.19 “Union” means The Civil Service Association of Western Australia Incorporated.
- 3.20 “WAIRC” means the Western Australian Industrial Relations Commission.

4. PURPOSE OF GENERAL AGREEMENT

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

5. APPLICATION AND PARTIES BOUND

- 5.1 The parties bound by this General Agreement are the Director General of the Department of Education and The Civil Service Association of Western Australia Incorporated.
- 5.2 This General Agreement shall apply to all Employees who are members or eligible to be members of the Union and covered by the Award. As at the date of registration the approximate number of Employees bound by this General Agreement is 4212.
- 5.3 It is the intent of the parties to preserve the Award as it applies to Employees covered by this General Agreement at the time of registration, only for the life of this General Agreement.
- 5.4 This General Agreement shall be read in conjunction with the Award.
- 5.5 Provisions in the Award that deal with subject matters not otherwise dealt with by this General Agreement are preserved at the date of registration. For the purposes of this clause, these provisions will be referred to as the “preserved provisions”.
- 5.6 Subsequent to the registration of this General Agreement, any variations to provisions of the Award issued through orders of the WAIRC will prevail over the preserved provisions to the extent of any inconsistency.
- 5.7 Subject to clause 5.6, where the provisions of the Award and this General Agreement are inconsistent, the General Agreement will prevail.

6. TERM OF GENERAL AGREEMENT

- 6.1 This General Agreement shall operate from the date of registration and, in accordance with section 41 of the *Industrial Relations Act 1979*, will expire on 12 June 2019.

- 6.2 The parties to this General Agreement agree to re-open negotiations for a replacement General Agreement at least six months prior to the expiry of this General Agreement with a view to implement a replacement General Agreement operative from 13 June 2019.

7. NO FURTHER CLAIMS

- 7.1 The parties to this General Agreement undertake that for the term of this General Agreement there will be no salary increases sought or granted other than those provided under the terms of this General Agreement. This includes salary adjustments arising out of State Wage Cases. Such increases are to be absorbed in the salaries set out in this General Agreement.
- 7.2 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.

8. CORE CONDITIONS

- 8.1 The core conditions of employment for Employees covered by this General Agreement shall be the terms and conditions of this General Agreement and the following provisions contained in the Award:

- (a) clause 7 – Contract of Service
- (b) clause 11 – Annual Increments
- (c) clause 14 – Higher Duties Allowance
- (d) clause 16 – School Vacation Leave
- (e) clause 17 – Public Holidays
- (f) clause 18 – Long Service Leave
- (g) clause 25 – Bereavement Leave
- (h) clause 26 – Cultural/Ceremonial Leave
- (i) clause 27 – Blood/Plasma Donors Leave
- (j) clause 28 – Emergency Service Leave
- (k) clause 29 – Union Facilities for Union Representatives
- (l) clause 30 – Leave to Attend Association Business
- (m) clause 31 – Trade Union Training Leave
- (n) clause 32 – Defence Force Reserves Leave
- (o) clause 33 – Witness and Jury Service

- (p) clause 46 – Keeping of and Access to Employment Records
- (q) clause 48 – Right of Entry and Inspection by Authorised Representatives
- (r) clause 49 – Copies of Award.
- (s) clause 52 – Salary Packaging Arrangement
- (t) clause 53 – Supported Wage
- (u) clause 54 – Traineeships
- (v) clause 55 – Purchased Leave – Deferred Salary Arrangement

9. AGENCY SPECIFIC AGREEMENTS

- 9.1 The primary industrial instruments for regulating pay and conditions for Employees shall be the Award and this General Agreement. An ASA shall be read in conjunction with the Award and this General Agreement and except where this General Agreement identifies conditions as core, the ASA will prevail over this General Agreement and the Award to the extent of any inconsistencies.
- 9.2 Core conditions of employment referred to in clause 8 – Core Conditions of this General Agreement cannot be the subject of an ASA.
- 9.3 The parties accept that ASA will only be made in the following circumstances:
 - (a) where an existing ASA is due to expire and the parties seek to register a replacement ASA; or
 - (b) where arrangements are agreed by the parties to be necessary due to the nature of work undertaken or the environment in an agency.
- 9.4 Should the parties be unable to reach agreement the matter may be referred by either party to the WAIRC.

PART 2: SALARY RELATED MATTERS

10. SALARIES

- 10.1 The annual salaries provided for by this General Agreement shall be those contained in Schedule 2 – Salaries of this General Agreement.
- 10.2 An Employee who is employed by the Employer on the date of registration of this General Agreement will, on registration of the agreement, receive a payment equivalent to the additional \$1,000 annual salary increase that would have been paid had the salaries in Schedule 2 – Salaries of this General Agreement been paid on and from 13 June 2017.
- 10.3 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 clause 10.2.

- 10.4 The second and final annual salary increase of \$1,000 shall operate on and from 13 June 2018.
- 10.5 The annual salaries provided in Schedule 2 – Salaries of this General Agreement include full and final settlement of productivity improvements up to the date of commencement of the School Support Officers (Government) General Agreement 2011.
- 10.6 An Employee covered by clause 53 – Supported Wage of the Award shall be paid the applicable percentage of the minimum rate of pay prescribed by this General Agreement for the class of work the person is performing.
- 10.7 An Employee's fortnightly salary shall be:
- (a) determined according to the annual salaries contained in Schedule 2 – Salaries of this General Agreement;
 - (b) calculated to four decimal points; and
 - (c) rounded to the nearest one cent.
- 10.8 Subject to clause 10.3, the Employer will pay the payment provided in clause 10.2 to an Employee who, prior to the registration of this General Agreement:
- (a) was employed in the Public Sector under a different industrial agreement to which the Union is respondent; and
 - (b) commenced employment with their current Employer within one calendar week of ceasing employment with their previous Public Sector Employer.

11. SALARY PACKAGING

Salaries as prescribed by Schedule 2 of this General Agreement are to be applied for the purposes of clause 52 (3) of the Award, regarding Total Employment Cost, and clause 52 (6) of the Award, regarding Compulsory Employer Superannuation Guarantee contributions.

12. RECOVERY OF UNDERPAYMENTS

- 12.1 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.
- 12.2 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 a bank account into which an Employee's salary is paid.

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

13. RECOVERY OF OVERPAYMENTS

- 13.1 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.

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

- 13.3 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.

- 13.4 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.

- 13.5 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;
- (b) where necessary, an Employer may deduct money over a period of time greater than the period of time over which the overpayment occurred.

- 13.6 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 48 – Dispute Settlement Procedure of this General Agreement. 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.

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

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

PART 3: CONTRACT OF EMPLOYMENT

14. EMPLOYER PREFERENCE

- 14.1 The Employer recognises that permanent employment is the preferred form of engagement for Employees covered by this General Agreement.

- 14.2 The Employer recognises that casual employment, labour hire and other contract for service arrangements are not the preferred methods for delivery of services, and the Employer will work towards minimising the use of casual employment, labour hire and other contract for service arrangements.
- 14.3 Within 60 days of a request being made in writing, the Employer will provide to the Joint Consultative Committee the names of the labour hire 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.
- 14.4 Prior to engaging, or extending the engagement of, a labour hire employee, or otherwise entering into a new or extended labour hire arrangement, the Employer must first consider whether any permanent Surplus employees can undertake the role or duties required. All duties undertaken by labour hire employees will be assessed every three months for the possibility of a Surplus employee instead undertaking the role or duties. If a permanent Surplus employee can undertake the role or duties, they will be offered the employment.
- 14.5 Where more than one appropriate permanent Surplus employee exists, the following hierarchy 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.

15. PART TIME EMPLOYMENT

- 15.1 The provisions of this clause:
- (a) are to be read in conjunction with clause 8 – Part-Time Employment of the Award, with the exception of clause 8 (6) of the Award; and
 - (b) do not prevent an Employee from accessing provisions contained in clause 24 – Maternity Leave, clause 25 – Adoption Leave and clause 26 – Other Parent Leave of this General Agreement concerning return to work on a modified basis.
- 15.2 An Employee may request the Employer to permit the Employee to work on a modified basis in their current position; or in a position equivalent in pay, conditions and status to their current position and commensurate with the Employee's skills and abilities.
- 15.3 An Employee may seek to work on a modified basis that involves the Employee working on different days or at different times or both; or on fewer days or for fewer hours or both, than the Employee currently works.
- 15.4 An Employer:
- (a) must give reasonable consideration to an Employee's request to work on a modified basis, particularly where the request relates to an Employee's caring responsibilities or phasing into retirement;

- (b) may only refuse an Employee's request to work on a modified basis if there are grounds to refuse relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person; and
- (c) has the onus for demonstrating that there are grounds to refuse the Employee's request that would satisfy a reasonable person.

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

15.6 **Right of reversion of employees**

- (a) Where a full time Employee is permitted to work part time for a period of no greater than twelve months, the Employee has a right, upon four week's written notice, to revert to full time hours in the position previously occupied before becoming part time or a position of equal classification as soon as deemed practicable by the Employer, but no later than the expiry of the agreed period.
- (b) Where a full time Employee is permitted to work part time for period greater than twelve months, the Employee may apply to revert to full time hours in the position previously occupied before becoming part time or a position of equal classification, but only as soon as is deemed practicable by the Employer. This should not prevent the transfer of the Employee to another full time position at a salary commensurable to their previous full time position.

15.7 **Variation to a part time employee's working hours**

Where agreement is reached to vary a part time Employee's ordinary working hours pursuant to clause 8 (3) (c) – Part-Time Employment of the Award; and the Employee works additional hours, up to 7.5 hours on any day, or additional days, up to a total of five days per week, without receiving overtime payments; the additional hours and/or days worked shall be considered part of the Employee's ordinary working hours. These hours are therefore included in calculations for leave entitlements.

16. **FIXED TERM CONTRACT EMPLOYMENT**

- 16.1 The Employer may employ Employees on a fixed term contract in accordance with the *School Education Act 1999*.
- 16.2 Before employing a person as a fixed term contract Employee or providing a new or extended fixed term contract to an Employee, the Employer must first consider whether any permanent Surplus employees can undertake the role or duties required. If a permanent Surplus employee can undertake the role or duties, they will be offered the employment.
- 16.3 Notwithstanding clause 16.2 the employing authority will have discretion to renew an existing fixed term contract if the Employee has been in the same or similar role for more than two years and the arrangements are being reviewed for possible conversion under a process referred to at clause 16.8.

- 16.4 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.
- 16.5 In exercising its employing authority the Employer may only employ a person as a fixed term contract Employee in the following circumstances:
- (a) covering one-off periods of relief;
 - (b) work on a project with a finite life;
 - (i) where a project is substantially externally funded including multiple external funding, the Employer must present a business case supporting the use of fixed term contract Employees in such positions to the Joint Consultative Committee;
 - (ii) where external funding has been consistent on an historical basis and it can be reasonably expected to continue the Employer shall assess the percentage of positions for which permanent appointment can be made.
 - (c) work that is seasonal in nature;
 - (d) where an Employee with specific skills is not readily available in the Public Sector is required for a finite period; or
 - (e) in any other situation as is agreed between the parties to this General Agreement.
- 16.6 Employees appointed for a fixed term shall be advised in writing of the terms of the appointment including the circumstances of the appointment as provided under clause 16.5 and such advice shall specify the dates of commencement and termination of employment.
- 16.7 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.
- 16.8 The parties acknowledge matters relating to the development of criteria for fixed term contract conversion are subject to further consultation and consideration by Government.
- 16.9 The criteria for fixed term contract conversion will be based on the following principles:
- (a) the parties recognise that the usual and preferred basis for engagement is permanent appointment; and
 - (b) to ensure that non-ongoing employment arrangements are genuine employing authorities will review the employment status of fixed term and casual Employees who are continuously employed for more than two years against determined criteria in accordance with clause 16.8.

- 16.10 Where a subsequent fixed term contract is entered into between the Employer and an Employee which is consistent with the requirements of this clause, and where the gap between the cessation of the first contract and the commencement of the second contract is only for the period of school vacation leave, the gap shall not nullify the previous service for the purpose of carry-over of personal leave entitlements or service for the purpose of incremental progression.
- 16.11 Employees employed on fixed term contracts, but not in the circumstances provided under this clause, may have their employment status reviewed for permanency after two years continuous service, upon written request to the Employer.

17. WORKING WITH CHILDREN CHECKS

- 17.1 Where an Employee is obliged to obtain a working with children check in accordance with the *Working With Children (Criminal Record Checking) Act 2004*, payment for the check shall be as follows.
- (a) The Employer must pay the cost for an Employee obliged to obtain a working with children check after their employment has already commenced.
 - (b) A new Employee must pay for their initial working with children check. The Employer has the discretion to reimburse a new Employee who commenced employment after 1 January 2006 and has paid for their initial working with children check.
 - (c) The Employer must pay the cost for an Employee's working with children check renewals.
- 17.2 The provisions of this clause apply to all Employees, including fixed term contract and casual Employees.

PART 4: HOURS OF WORK

18. WORKING WEEKS

- 18.1 Employees are required to work 41 weeks per year. This comprises a 40 week school year and five (5) working days prior to commencement of students at the beginning of the school year.

19. OUT OF HOURS CONTACT

- 19.1 The provisions of this clause replace clause 15 (5) – Overtime Allowance, and Schedule G – Part I – Out of Hours Contact of the Award.
- 19.2 The following terms shall have the following meanings.

“out of hours contact” shall include the following:

- (a) (i) ‘standby’ shall mean a written instruction or other authorised direction by the Employer or a duly authorised officer to an Employee to remain at the Employee's place of employment during any period outside the Employee's normal hours of duty, and to perform certain designated tasks periodically or on an impromptu

basis. Such Employee shall be provided with appropriate facilities for sleeping if attendance is overnight, and other personal needs, where practicable.

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

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

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

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

(ii) 'availability' will not include situations in which Employees carry telephones or other means or make their telephone numbers or other contact details available only in the event that they may be needed for casual contact or recall to work. Recall to work under such circumstances would constitute emergency duty in accordance with clause 15 (6) – Emergency Duty of the Award.

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

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

19.4 (a) Except as otherwise agreed between the Employer and the Union, an Employee who is required by the Employer or a duly authorised officer to be on out of hours contact during periods off duty shall be paid an allowance in accordance with the following formulae for each hour or part thereof the Employee is on out of hours contact:

standby	Current Level 3.1 weekly rate	x	$\frac{1}{37.5}$	x	$\frac{37.5}{100}$
on call	Current Level 3.1 weekly rate		$\frac{1}{37.5}$	x	$\frac{18.75}{100}$
availability	Current Level 3.1 weekly rate		$\frac{1}{37.5}$	x	$\frac{18.75}{100}$
					$\frac{50}{100}$

provided that:

- (i) 'current level 3.1 weekly rate' refers to the weekly salary of a level 3.1 as per Schedule 2 – Salaries of this General Agreement; and
 - (ii) payment in accordance with this clause shall not be made with respect to any period for which payment is made in accordance with the provisions of clause 15 (3) – Overtime of the Award when the Employee is recalled to work.
- (b) When an Employee is required to be on call or available the Employer shall provide the Employee with the means of contact free of charge for the purposes of work related activity.
- (c) Where the means of contact is to be by land line or satellite telephone fixed at the Employee's residence the Employer shall:
- (i) where the telephone is not already installed, pay the cost of such installation.
 - (ii) where an Employee pays or contributes towards the payment of the rental of such telephone, pay the Employee 1/52nd of the annual rental paid by the Employee for each seven days or part thereof on which an Employee is rostered to be on call or available.
 - (iii) provided that where as a usual feature of the duties an Employee is regularly rostered to be on call or available, pay the full amount of the telephone rental.
- (d) An Employee shall be reimbursed the cost of all telephone calls made on behalf of the Employer as a result of being on out of hours contact.
- (e) Where an Employee rostered for on call or availability is recalled to duty during the period for which the Employee is on out of hours contact then the Employee shall receive payment for hours worked in accordance with clause 15 (3) – Overtime Allowance of the Award.
- (f) Where an Employee rostered for on call or availability is recalled to duty, the time spent travelling to and from the place at which duty is to be performed, shall be included with actual duty for the purposes of overtime payment.
- (g) Minimum payment provisions do not apply to an Employee rostered for out of hours contact duty.
- (h) An Employee in receipt of an out of hours contact allowance and who is recalled to duty shall not be regarded as having performed emergency duty in accordance with clause 15 (6) – Emergency Duty of the Award.
- (i) Employees subject to this clause shall, where practicable, be periodically relieved from any requirement to hold themselves on standby, on call or availability.
- (j) No Employee shall be on out of hours contact after the last working day preceding a period of school vacation leave or long service leave.

20. TEA BREAKS

- 12.1 Employees may avail themselves of a paid break between the second and third hour from the Employee's commencement time.

PART 5: LEAVE

21. PERSONAL LEAVE

Introduction

- 21.1 The provisions of this clause replace clause 24 – Short Leave, clause 20 – Carer's Leave, and clause 19 – Sick Leave, with the exception of subclause 19 (13) – War caused illnesses, of the Award.
- 21.2 The intention of personal leave is to give Employees and the Employer greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick, paid carer's leave and short leave.
- 21.3 This clause commenced on 30 July 2004. An Employee's pre-existing sick leave anniversary date is maintained for the purposes of the personal leave entitlement.
- 21.4 Personal leave is not for circumstances normally met by other forms of leave.
- 21.5 This clause does not apply to casual Employees.
- 21.6 An Employee employed on a fixed term contract for a period of twelve 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.
- 21.7 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.

Entitlement

- 21.8 The Employer shall credit each permanent, full time Employee with 112.5 personal leave credits for each year of continuous service of which 97.5 are cumulative and 15 hours are non-cumulative as follows:

	Personal Leave: Cumulative	Personal Leave: Non-cumulative
On the day of initial appointment	48.75 hours	15 hours
On completion of 6 months continuous service	48.75 hours	0 hours
On the completion of 12 months	97.5 hours	15 hours

continuous service		
On the completion of each further period of 12 months continuous service	97.5 hours	15 hours

- 21.9 Where Employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.
- 21.10 In the year of accrual the 112.5 hours personal leave entitlement may be accessed for illness or injury, carer's leave unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each year of accrual, unused personal leave from that year up to a maximum of 97.5 hours will be cumulative and added to personal leave accumulated from previous years. Unused non-cumulative leave will be lost on completion of each anniversary year.
- 21.11 Whilst Employees are able to access personal leave in accordance with clause 21.23, to ensure compliance with the *Minimum Conditions of Employment Act 1993* a minimum of 75 hours must be available to Employees for the purposes of an Employee's entitlement to paid leave for illness or injury; or carer's leave.
- 21.12 Personal leave will not be debited for public holidays that the Employee would have observed.
- 21.13 Personal leave may be taken on an hourly basis.

Variation of Ordinary Working Hours

- 21.14 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.
- 21.15 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.
- 21.16 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

- 21.17 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.
- 21.18 The requirements of the *Minimum Conditions of Employment Act 1993* must be met at the commencement of the following anniversary year. The remaining portion of debited personal leave that exceeds the leave credited is to be debited at the commencement of the subsequent and where necessary following anniversary year/s.
- 21.19 Where an Employee ceases duty and has taken personal leave that exceeds the leave credited for that anniversary year, the Employee must refund the value of the unearned leave, calculated at the rate of salary as at the date the leave was taken. No refund is required in the event of the death of the Employee.

Access

- 21.20 An Employee is unable to access personal leave while on any period of leave without pay; maternity leave, adoption leave and other parent leave; school vacation leave or long service leave, except as provided for in clauses 21.33 (re-crediting long service leave).
- 21.21 If an Employee has exhausted all accrued personal leave the Employer may allow the Employee who has at least twelve months' service to anticipate up to 37.5 hours personal leave from next year's credit. If the Employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the Employer, calculated at the wage rate as at the date the leave was taken, but no refund is required in the event of the death of the Employee.
- 21.22 In exceptional circumstances the Employer may approve the conversion of an Employee's personal leave credits to half pay to cover an absence on personal leave due to illness.

Application for Personal Leave

- 21.23 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to clause 21.8 the Employer may grant personal leave in the following circumstances:
- (a) where the Employee is ill or injured;
 - (b) to provide care or support to a member of the Employee's family or household who requires care or support because of an illness or injury to the member; or an unexpected emergency affecting the member
 - (c) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention; or
 - (d) by prior approval of the Employer having regard for agency requirements and the needs of the Employee, planned matters where arrangements cannot be organised outside of normal working hours or be accommodated by the utilisation of flexible working hours or other leave. Planned personal leave will not be approved for regular ongoing situations.
- 21.24 An Employer may grant two days unpaid personal leave per occasion to an Employee to provide care and support to a member of the Employee's family or household due to the birth of a child to the member. This entitlement does not of itself limit an Employee's access to paid personal leave as provided by clause 21.23 or Partner leave as provided for by clause 27 – Partner Leave of this General Agreement. This leave may also be substituted with long service leave, time off in lieu of overtime or flexi leave to which the Employee is entitled.
- 21.25 Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- 21.26 The definition of family shall be the definition contained in the *Equal Opportunity Act 1984* 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.
- 21.27 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

- 21.28 An application for personal leave exceeding two consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- 21.29 In general, supporting evidence is not required for single or two consecutive day absences. Where the Employer has good reason to believe that the absence may not be reasonable or legitimate, the Employer may request evidence be provided. The Employer must provide the Employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.
- 21.30 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.
- 21.31 Where there is doubt about the cause of an Employee's illness, the Employer may require the Employee to submit to a medical examination by a medical practitioner of the Employer's choice, which the Employee must attend. Where it is reported that the absence is because of illness caused by the Employee's serious and wilful misconduct in the course of the Employee's employment, or the Employee fails without reasonable cause to attend the medical examination, the fee for the examination must be deducted from the Employee's salary and personal leave will not be granted.
- 21.32 If the Employer has reason to believe that an Employee is in such a state of health as to render a danger to themselves, fellow Employees or the public, the Employee may be required to obtain and furnish a report as to the Employee's condition from a registered medical practitioner nominated by the Employer. The Employer shall pay the fee for any such examination.

Re-crediting Long Service Leave

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

Personal Leave without Pay Whilst Ill or Injured

- 21.34 Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The Employer shall not unreasonably withhold this leave.
- 21.35 Personal leave without pay not exceeding a period of three months in a continuous absence does not affect salary increment dates, anniversary date of sick leave credits, long service leave entitlements or school vacation 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.
- 21.36 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 clauses 21.23(b), (c) and (d)

or 21.24. However, other forms of leave including unpaid carer's leave and leave without pay may be available.

Other Conditions

- 21.37 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.
- 21.38 Unused personal leave will not be cashed out or paid out when an Employee ceases their employment.

Workers' Compensation

- 21.39 Where an Employee suffers an 'injury' within the meaning of section 5 of the *Workers' Compensation and Injury Management Act 1981* 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 80 (2) of the *Workers' Compensation and Injury Management Act 1981* where the claim for workers' compensation is decided in favour of the Employee, personal leave credit is to be reinstated and the period of absence shall be granted as personal leave without pay.

Portability

- 21.40 The Employer shall credit an Employee additional personal leave credits up to those held at the date that Employee ceased previous employment provided:
- (a) immediately prior to commencing employment, the Employee was employed in the service of:
 - (i) the Commonwealth Government of Australia, or
 - (ii) any other State of Australia, or
 - (iii) in a Western Australian State body or Statutory Authority; and
 - (b) the Employee's employment commenced no later than one week after ceasing previous employment, and
 - (c) the personal leave credited shall be no greater than that which would have applied had the entitlement accumulated whilst employed in a State body or statutory authority prescribed by Administrative Instruction 611.
- 21.41 The maximum break in employment permitted by clause 21.40 (b), may be varied by the approval of the Employer provided that where employment with the public authority of Western Australia commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata school vacation leave paid out at the date the Employee ceased with the previous Employer.

Travelling time for Regional Employees

- 21.42 Subject to the evidence requirements set out in clauses 21.28 to 21.32, 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 37.5 hours per annum.

- 21.43 The Employer may approve additional paid travel time to a medical facility in Western Australia where the Employee can demonstrate to the satisfaction of the Employer that more travel time is warranted.
- 21.44 The provisions of clauses 21.42 and 21.43 are not available to Employees whilst on leave without pay or sick leave without pay.
- 21.45 The provisions of clauses 21.42 and 21.43 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.

22. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 22.1 In recognition that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work the Employer has agreed to the leave which is the subject of this clause. The Employer is committed to providing support to Employees that experience family and domestic violence.
- 22.2 An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family and domestic violence.
- 22.3 The Employer does not tolerate Employees perpetrating family and domestic violence in or from the workplace. Employees must not use work facilities to perpetrate family and domestic violence. Any such conduct is a breach of employment obligations and any Employees who do so will face disciplinary action.

Definition of Family and Domestic Violence

- 22.4 (a) The meaning of family and domestic violence is in accordance with the definition of “family violence” 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

- 22.5 In accordance with 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.
- 22.6 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.
- 22.7 Subject to clauses 22.5 and 22.6, 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.
- 22.8 Upon exhaustion of the leave entitlement in clause 22.7, Employees will be entitled to up to two days' unpaid family and domestic violence leave on each occasion.
- 22.9 Family and domestic violence leave does not affect salary increment dates, personal leave entitlements, long service leave entitlements or annual leave entitlements.
- 22.10 Subject to the Employer's approval of the application, family and domestic violence leave may be taken as whole or part days off.
- 22.11 Application of the leave entitlement for casual Employees will apply to the extent of their agreed working arrangements.

Notice and Evidentiary Requirements

- 22.12 The Employee shall give his or her Employer notice as soon as reasonably practicable of their request to take leave under this clause.
- 22.13 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.
- 22.14 Evidence may include a document issued by the police, a court, a legal service, a health professional, a counsellor, a financial institution, a family violence support service or a refuge service. A statutory declaration may also be provided.

- 22.15 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

- 22.16 Subject to the leave provisions of this General Agreement and Award, an Employee experiencing family and domestic violence may use other leave entitlements.
- 22.17 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.
- 22.18 Forms of other paid leave include:
- (a) personal leave entitlements; and/or
 - (b) accrued long service leave; and/or
 - (c) purchased leave; and/or
 - (d) accrued time off in lieu of overtime, flexi leave or banked hours.
- 22.19 Approval of leave without pay is subject to the provisions of this General Agreement and Award.

Confidentiality

- 22.20 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.
- 22.21 The Employer will take reasonable steps to ensure any information or documentation provided by an Employee regarding family and domestic violence is kept confidential. Generally speaking, 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.
- 22.22 Subsequent disclosure within an 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.
- 22.23 This clause does not override any legal obligations to disclose information.

Contact Person

- 22.24 The Employer will identify contact/s within the workplace 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 workplace.

Individual Support

- 22.25 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 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.

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

Workplace Safety

22.27 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.

22.28 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.

23. PURCHASED LEAVE – 48/52 ARRANGEMENT

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

23.2 The Employer will assess each application for a 48/52 salary arrangement on its merits and give consideration to the personal circumstances of the Employee seeking the arrangement.

23.3 In order to access approved purchased leave, an Employee must satisfy the Employer's accrued leave management policy.

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

Number of weeks salary spread over 52 weeks	Number of weeks purchased leave
48	4
49	3
50	2
51	1

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

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

- 23.6 (a) Where an Employee who is in receipt of an allowance provided for in clause 14 – Higher Duties Allowance of the Award or clause 34 – Higher Duties Allowance of this General Agreement proceeds on any period of purchased leave, the Employee shall not be entitled to receive payment of the allowance for any period of purchased leave.
- (b) Other than when an Employee is on a period of purchased leave, the higher duties allowance component of an Employee's salary shall not be affected by an agreement to reduce the Employee's salary for purchased leave purposes.
- 23.7 Overtime is paid at the ordinary rate of salary and not the reduced rate. This will also apply where overtime is referred to as a percentage of salary.
- 23.8 In the event that a part time Employee's ordinary working hours are varied during the year, the salary paid for such leave will be adjusted in the last pay in February to take account of any variations to the Employee's ordinary working hours during the previous year.

24. MATERNITY LEAVE

24.1 This clause replaces the parental leave provisions contained in clause 21 – Parental Leave of the Award.

24.2 Eligibility

- (a) (i) A pregnant permanent Employee, fixed term contract Employee or eligible casual employee is entitled to unpaid maternity leave on the birth of a child.
- (ii) The period of leave for a fixed term contract Employee shall not extend beyond the term of that contract.
- (iii) An Employee is eligible, without concluding their maternity leave and resuming duty, for subsequent periods of maternity leave, including paid maternity leave, in accordance with the provisions of this clause.
- (b) A pregnant permanent or fixed term Employee must have completed twelve months continuous service in the Public Sector immediately preceding the maternity leave in order to receive the forms of paid leave as provided for by this clause.
- (c) An Employee on a period of leave without pay unrelated to maternity leave must resume duties prior to being entitled to paid maternity leave in accordance with the eligibility entitlements.
- 24.3 (a) A pregnant eligible casual employee is entitled to unpaid maternity leave only.
- (b) For the purposes of this clause an "eligible casual employee" means a casual Employee employed by the Employer:
- (i) on a regular and systematic basis for several periods of employment with a break of no more than three months between each period of employment and where the combined length of the periods of employment are at least twelve months and the breaks of employment were the result of the Employer's initiative; or

- (ii) on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve months; and, but for the birth or adoption of a child, the Employee has a reasonable expectation of continuing engagement on a regular and systematic basis.
- (c) Service performed by an eligible casual employee for a Public Sector Employer shall count as service for the purposes of determining twelve months' continuous service as per clauses 24.2 and 24.3 where:
 - (i) the eligible casual employee has become a permanent or fixed term contract Employee with the same Employer; and
 - (ii) the break between the period of eligible casual employment and permanent or fixed term contract employment is no more than three months.

24.4 Notice Requirements

- (a) An eligible Employee shall give at least eight weeks' written notice of:
 - (i) their intention to proceed on paid or unpaid maternity leave;
 - (ii) the date the Employee proposes to commence paid or unpaid maternity leave; and
 - (iii) the period of leave to be taken.
- (b) An Employee who has given their Employer notice of their intention to take maternity leave shall provide the Employer with a medical certificate from a registered medical practitioner naming the Employee, confirming the pregnancy and the estimated date of birth.
- (c) An Employee is not in breach of clause 24.4 (a) by failing to give the required period of notice if such failure is due to the birth of the child taking place prior to the date the Employee had intended to proceed on maternity leave.
- (d) An Employee proceeding on maternity leave may elect to take a shorter period of maternity leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks' written notice is provided.

24.5 General Entitlement to Maternity Leave

- (a) Subject to the requirements of this clause an eligible Employee is entitled to 52 weeks' unpaid maternity leave.
- (b)
 - (i) Subject to the requirements of this clause an eligible Employee is entitled to 14 weeks' paid maternity leave that will form part of the 52 week unpaid entitlement;
 - (ii) The 14 week period of paid maternity leave is inclusive of any public holidays or repealed public service days in lieu falling within that time;
 - (iii) The period of paid maternity leave can be extended by the Employee taking double the leave on a half-pay basis and its effect is in accordance with clause 24.16.

- (c) An Employee must take maternity leave in one continuous period with the exception of:
 - (i) clause 24.14 (a) - Special Temporary Employment or Special Casual Employment; and
 - (ii) clause 24.14 (b) - Unpaid Special Maternity Leave
- (d) Except for leave provided under clause 26.3 (f) and clause 27 - Partner Leave of this General Agreement, only one parent can proceed on maternity, adoption or other parent leave at any one time.
- (e) Where less than the 52 weeks' maternity leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (f)
 - (i) Notwithstanding clause 24.5 (c) above, paid maternity leave may be taken in more than one period by an Employee who meets the requirements of clause 24.6 (d).
 - (ii) Unpaid maternity leave may be taken in more than one continuous period where the Employee undertakes special temporary employment or special casual employment in accordance with clause 24.14 – Employment during Unpaid Maternity Leave. In these circumstances, the provisions of clause 24.14 – Employment during Unpaid Maternity Leave shall apply.
- (g)
 - (i) Where both parents are employed in the Public Sector an entitlement to paid or unpaid maternity leave, adoption leave or other parent leave or parental leave provided for by another industrial agreement can be shared; and
 - (ii) the entitlement provided to the Employees shall not exceed the paid maternity, adoption or other parent leave quantum for one Employee or its half pay equivalent; and
 - (iii) the employees may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under clause 24.6 (d). This does not prevent an Employee from taking paid or unpaid partner leave as prescribed by clause 27 of this General Agreement.

24.6 Payment for Paid Maternity Leave

- (a)
 - (i) Subject to clause 24.6 (c) a full time Employee proceeding on paid maternity leave is to be paid according to their ordinary working hours at the time of commencement of maternity leave.
 - (ii) Subject to clause 24.6 (c) payment for a part time Employee is to be determined according to an average of the hours worked by the Employee over the preceding twelve months; or their ordinary working hours at the time of commencement of maternity leave, whichever is greater.
- (b) An Employee may elect to receive pay in advance for the period of paid maternity leave at the time the maternity leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid maternity leave.

- (c) (i) An Employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing paid maternity leave, is to continue to receive the higher duties allowance for the first four weeks of paid maternity leave.
- (ii) An Employee who is entitled to be paid higher duties allowance in accordance with clause 24.6 (c) (i) and elects to take paid maternity leave at half pay will be paid the higher duties allowance at the full rate for the first four weeks only.
- (d) An Employee is entitled to remain on paid maternity leave if the pregnancy results in other than a live child; or the Employee is incapacitated following the birth of the child; or the child dies or is hospitalised such that the Employee or the Employee's Partner is not providing principal care to the child.
- (e) Where an Employee is on a period of half pay maternity leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused paid maternity leave equivalent to the period of leave the Employee would have accessed had they been on full pay maternity leave when their termination occurred.
- (f) An Employee eligible for a subsequent period of paid maternity leave as provided for under clause 24.2 (a) (iii) shall be paid the maternity leave as follows:
 - (i) According to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid maternity leave; and
 - (ii) Not affected by any period of special temporary employment undertaken in accordance with clause 24.14.

24.7 Commencement of Maternity Leave

- (a) The period of paid leave can commence up to six weeks prior to the expected date of birth of the child.
- (b) The period of unpaid leave can commence up to six weeks prior to the expected date of birth of the child or earlier if the Employer and Employee so agree, but must not start later than the birth of the child.
- (c) (i) If the Employer has reason to believe that the continued performance of duties by a pregnant Employee renders danger to herself, fellow Employees or the public, the Employee may be required to obtain and provide a medical certificate stating that the Employee is fit to work in her present position for a stated period.
- (ii) The Employer shall pay the fee for any such examination.
- (iii) Where an Employee is deemed to be unfit to work in her present position, the provisions of clause 24.8 - Modification of Duties and Transfer to a Safe Job may apply.
- (d) (i) Where the pregnancy of an Employee terminates other than by the birth of a living child, not earlier than 20 weeks before the expected date of the birth, the entitlement to paid maternity leave remains intact and subject to the eligibility requirements of this clause.

- (ii) Such paid maternity leave cannot be taken concurrently with any paid personal leave taken in this circumstance.
- (e) The period of paid maternity leave must be concluded within twelve months of the birth of the child.
- (f)
 - (i) The Employer may in, in exceptional circumstances, allow an Employee to take paid maternity leave that will result in the Employee being on paid maternity leave more than twelve months after the birth of the child.
 - (ii) An Employer may require evidence that would satisfy a reasonable person that the circumstances warrant allowing the Employee to take their period of paid maternity leave such that it would result in the Employee being on paid maternity leave more than twelve months after the birth of the child.

24.8 **Modification of Duties and Transfer to a Safe Job**

- (a)
 - (i) A pregnant Employee may work part time in one or more periods whilst she is pregnant where she provides her Employer with a medical certificate from a medical practitioner advising that part time employment is, because of her pregnancy, necessary or preferable.
 - (ii) The terms of part time employment undertaken in accordance with clause 24.8 (a) (i) shall be in writing.
 - (iii) Such employment shall be in accordance with clause 8 – Part-Time Employment of the Award and clause 15 – Part Time Employment of this General Agreement.
- (b) In the absence of an alternative requirement, and unless otherwise agreed between an Employer and Employee, an Employee shall provide their Employer with four weeks' written notice of an intention to:
 - (i) vary part time work arrangements made under clause 24.8 (a); or
 - (ii) revert to full time employment during the Employee's pregnancy.
- (c) An Employee reverting to full time employment in accordance with clause 24.8 (b) (ii) will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Employee's skill and abilities as the substantive position held immediately prior to undertaking part time employment.
- (d) If an Employee gives her Employer a medical certificate from a medical practitioner, or some other form of evidence that would satisfy a reasonable person, and it contains a statement to the effect that the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
 - (i) illness, or risks, arising out of her pregnancy; or
 - (ii) hazards connected with that position;

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

- (e) If an Employee's Employer does not think it to be reasonably practicable to modify the duties of the position or transfer the Employee to a safe job;
 - (i) the Employee is entitled to be absent from the workplace on full pay for the period during which she is unable to continue in her present position.
 - (ii) An entitlement to be absent from the workplace on full pay as at clause 24.8 (e) (i) applies to an eligible casual employee.
 - (iii) An Employee who is absent from work pursuant to this subclause shall be paid the amount she would reasonably have expected to be paid if she had worked during that period.
- (f) An entitlement to be absent from the workplace on full pay is in addition to any leave entitlement the Employee has.
- (g) An entitlement to be absent from the workplace on full pay ends at the earliest of whichever of the following times is applicable:
 - (i) the end of the period stated in the medical certificate;
 - (ii) if the Employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; or
 - (iii) if the Employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

24.9 Unpaid Special Maternity Leave

- (a) A pregnant Employee is entitled to a period of unpaid special maternity leave if the Employee is not fit for work during that period because the Employee:
 - (i) has a pregnancy related illness; or
 - (ii) has been pregnant and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by a living child; and
 - (iii) has not utilised personal leave for the period.
- (b) An Employee must give the Employer notice of the taking of unpaid special maternity leave..
- (c) The notice must:
 - (i) be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) advise the Employer of the period, or expected period, of the leave.
- (d) An Employee who has given notice of the taking of unpaid special maternity leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in 24.9 (a).

- (e) Without limiting clause 24.9 (d), an Employer may require the evidence referred to in that subsection to be a medical certificate.
- (f) An Employee's entitlement to 12 months of unpaid maternity leave provided at clause 24.5 is not reduced by the amount of any unpaid special maternity leave taken by the Employee while the Employee was pregnant.

24.10 Interaction with Other Leave Entitlements

- (a) An Employee proceeding on unpaid maternity leave may elect to substitute any part of that leave with accrued school vacation leave and/or accrued long service leave.
- (b) Where school vacation leave and/or long service leave is substituted that leave shall form part of the 52 weeks maternity leave entitlement.
- (c) An Employee proceeding on unpaid maternity leave may elect to substitute all or part of that leave with accrued time off in lieu of overtime, flexi leave and/or banked hours to which the Employee is entitled subject to the provisions of clause 15 – Overtime Allowance of the Award and clause 13 – Hours of Duty of the Award, where applicable.
- (d) Personal leave is not payable on a period of paid or unpaid maternity leave.
- (e) Where a period of maternity leave overlaps with a period of school vacation leave, for which an Employee would receive normal pay, the period of paid maternity leave will be extended by the period of the overlap.

24.11 Extended Unpaid Maternity Leave

- (a) An Employee is entitled to apply for leave without pay following maternity leave (“extended unpaid maternity leave”) to extend their leave by up to two years.
- (b) Approval for an extension to unpaid maternity leave will be subject to all other available leave entitlements being exhausted.
- (c) Where both parents work for the Public Sector the total combined period of extended unpaid maternity, adoption and extended other parent leave shall not exceed two years.
- (d) The Employer is to agree to a request for extended unpaid maternity leave unless:
 - (i) the Employer is not satisfied that the request is genuinely based on the Employee’s parental responsibilities; or
 - (ii) agreeing to the request would have an adverse impact on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.
- (e) The Employer is to give the Employee written notice of the Employer’s decision on a request for extended unpaid maternity leave under clause 24.11 (a). If the request is refused, the notice is to set out the reasons for the refusal.
- (f) An Employee who believes their request for extended unpaid maternity leave under clause 24.11 has been unreasonably refused may seek to enforce it as a minimum condition of

employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.

24.12 Communication during Maternity Leave

- (a) If the Employer makes a decision that will have a significant effect on the status, responsibility level, pay or location of an Employee's position whilst on maternity leave, the Employer must take all reasonable steps to give the Employee information about, and an opportunity to discuss, the effect of the decision on that position.
- (b) An Employee shall also notify the Employer of changes of address or other contact details that might affect the Employer's capacity to comply with clause 24.12 (a).

24.13 Replacement Employee

- (a) Should a replacement Employee be engaged, the replacement Employee is to be informed prior to engagement of the fixed-term nature of the employment and of the rights of the Employee, who is being replaced, including that the engagement may be subject to variation according to clause 24.4 (d) and ability to extend unpaid maternity leave as provided for under clause 24.11.

24.14 Employment during Unpaid Maternity Leave

- (a) Special Temporary Employment
 - (i) For the purposes of this subclause, "temporary" means employment of an intermittent nature; for a limited, specified period; and undertaken during unpaid maternity leave or extended unpaid maternity leave.
 - (ii) Notwithstanding any other provision of the maternity leave clause, an Employee may be employed by their Employer on a temporary basis provided that:
 - (aa) both parties agree in writing to the special temporary employment;
 - (bb) public service officers are only employed on a temporary basis in connection with their substantive office, post or position;
 - (cc) any such period of service shall not change the Employee's employment status in regard to their substantive employment; and
 - (dd) any period of special temporary employment shall count as qualifying service for all purposes under the Award and this General Agreement.
- (b) Special Casual Employment
 - (i) Only Employees covered by the Award can be engaged on special casual employment during unpaid or extended unpaid maternity leave.
 - (ii) For the purposes of clause 24.14, "casual" means employment on an hourly basis, for a period not exceeding four weeks in any period of engagement, for which a casual loading is paid. It excludes employment undertaken in accordance with clause 24.14 (a) – Special Temporary Employment.

- (iii) An Employee can be engaged on special casual employment provided that:
 - (aa) both parties agree in writing to the special casual employment;
 - (bb) Employees are employed at the level commensurate to the level of the available position under this General Agreement;
 - (cc) in the case of a fixed term contract Employee, the period of the casual employment is within the period of the current fixed term contract;
 - (dd) any such period of service shall not break the Employee's continuity of service nor change the Employee's employment status in regard to their substantive employment; and
 - (ee) any period of special casual employment shall not count as qualifying service other than with respect to entitlements a casual Employee would ordinarily be entitled to for any other purpose under any relevant award, agreement or industrial instrument.
- (c) The provisions of this clause only apply to employment during unpaid maternity leave, and extended unpaid maternity leave taken in conjunction with maternity leave as provided for in clause 24.11 – Extended Unpaid Maternity Leave.
- (d) An Employer cannot engage an Employee in special temporary employment or special casual employment whilst the Employee is on a period of paid maternity leave, school vacation leave, or long service leave taken concurrently with a period of unpaid maternity leave.
- (e) Effect of special temporary employment and special casual employment on unpaid maternity leave
 - (i) Subject to clause 24.14 (e) (ii), a period of special temporary employment or special casual employment shall be deemed to be part of the Employee's period of unpaid maternity leave or extended unpaid maternity leave as originally agreed to by the parties.
 - (ii) An Employee who immediately resumes unpaid maternity leave or extended unpaid maternity leave following the conclusion of a period of special temporary employment or special casual employment:
 - (aa) is entitled, on written notice, to extend their period of unpaid maternity leave or extended unpaid maternity leave by the period of time in which they were engaged in special temporary employment or special casual employment; and
 - (bb) shall give not less than four weeks' notice in writing to their Employer of the new date they intend to return to work and so conclude their period of maternity leave or extended unpaid maternity leave.
 - (iii) An Employee who does not immediately resume their period of unpaid maternity leave or extended unpaid maternity leave at the conclusion of a period of special

temporary employment or special casual employment cannot preserve the unused portion of leave for use at a later date.

24.15 Return to Work on Conclusion of Maternity Leave

- (a)
 - (i) An Employee shall confirm their intention in writing to conclude their maternity leave not less than four weeks prior to the expiration of maternity leave or extended unpaid maternity leave.
 - (ii) An Employee who intends to return to work on a modified basis in accordance with clause 24.15 (d) shall advise their Employer of this intention by notice in writing not less than four weeks prior to the expiration of maternity leave or extended unpaid maternity leave.
- (b) An Employee on return to work following the conclusion of maternity leave or extended unpaid maternity leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Employee's skill and abilities as the substantive position held immediately prior to proceeding on maternity leave.
- (c) Where an Employee was transferred to a safe job or was absent from the workplace on full pay as provided for in clause 24.8 – Modification of Duties and Transfer to a Safe Job, the Employee is entitled to return to the position occupied immediately prior to the transfer or their absence from the workplace on full pay.
- (d) Right to Return to Work on a Modified Basis
 - (i) An Employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position as determined by the Employer at the same classification level in accordance with the part time employment provisions of the Award and this General Agreement.
 - (ii) An Employee may return on a modified basis that involves the Employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the Employee worked immediately before starting maternity leave.
- (e) Right to Revert
 - (i) An Employee who has returned on a part time or modified basis in accordance with clause 24.15 (d) may subsequently request permission from the Employer to resume working on the same basis as the Employee worked immediately before starting maternity leave or full time work at the same classification level.
 - (ii) A request made under clause 24.15 (e) (i) must be in writing and must be made at least four weeks before the day on which the Employee wishes to resume working on the same basis as the Employee worked immediately before starting maternity leave or full time work at the same classification level.
 - (iii) An Employer is to agree to a request to revert made under clause 24.15 (e) (i) unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.

- (iv) An Employer is to give the Employee written notice of the Employer's decision on a request to revert under clause 24.15 (e) (i). If the request is refused, the notice is to set out the reasons for the refusal.
- (v) An Employee who believes their request to revert under clause 24.15 (e) (i) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.
- (f) Employer Requirement to Revert
 - (i) If, on finishing maternity leave, an Employee has returned to work on a modified basis in accordance with clause 24.15 (d) the Employer may subsequently require the Employee to resume working on the same basis as the Employee worked immediately before starting maternity leave.
 - (ii) A requirement can be made under clause 24.15 (f) (i) only if:
 - (aa) the requirement is made on grounds relating to the adverse effect that the Employee continuing to work on a modified basis would have on the conduct of the operations or business of the Employer and those grounds would satisfy a reasonable person; or
 - (bb) the Employee no longer has a child who has not reached the compulsory education period as defined in section 6 of the *School Education Act 1999*.

24.16 Effect of Maternity Leave on the Contract of Employment

- (a) (i) Paid maternity leave will count as qualifying service for all purposes under the Award and this General Agreement.
- (ii) Qualifying service for any purpose under the Award or this General Agreement is to be calculated according to the number of weeks of paid maternity leave that were taken at full pay or would have been had the Employee not taken paid maternity leave at half pay. Employees who take paid maternity leave on half pay do not accrue award, agreement or other entitlements beyond those that would have accrued had they taken the leave at full pay.
- (b) (i) Absence on unpaid maternity leave or extended unpaid maternity leave shall not break the continuity of service of Employees.
- (ii) Where an Employee takes a period of unpaid maternity leave or extended unpaid maternity leave exceeding 14 calendar days in one continuous period, the entire period of such leave shall not be taken into account in calculating the period of service for any purpose under any relevant award, agreement or industrial instrument. Periods of unpaid leave of 14 days or less shall, however, count for service.
- (c) An Employee on maternity leave may terminate employment at any time during the period of leave by written notice in accordance with clause 7 – Contract of Service of the Award.

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

25. ADOPTION LEAVE

25.1 This clause replaces the parental leave provisions contained in clause 21 – Parental Leave of the Award.

25.2 Eligibility

- (a)
 - (i) A permanent Employee, fixed term contract Employee or eligible casual employee is entitled to 52 weeks unpaid adoption leave on the placement of a child for adoption as provided for under this clause.
 - (ii) The period of leave granted to a fixed term contract Employee shall not extend beyond the term of that contract.
 - (iii) An Employee is eligible, without concluding their adoption leave and resuming duty, for subsequent periods of adoption leave, including paid adoption leave, in accordance with the provisions of this clause.
- (b) A permanent or fixed term contract Employee must have completed twelve month's continuous service in the Public Sector immediately preceding the adoption leave in order to receive the forms of paid leave as provided for by this clause.
- (c) An Employee on a period of leave without pay unrelated to adoption leave must resume duties prior to being entitled to paid adoption leave in accordance with the eligibility entitlements.
- (d) An eligible casual employee as defined under clause 24.3 is entitled to unpaid adoption leave as provided by this clause.

25.3 General entitlement to Adoption Leave

- (a) Subject to the requirements of this clause an eligible Employee is entitled to 52 weeks unpaid adoption leave.
- (b)
 - (i) Subject to the requirements of this clause an eligible Employee is entitled to 14 weeks paid adoption leave that will form part of the 52 week unpaid entitlement.
 - (ii) The 14 week period of paid adoption leave is inclusive of any public holidays or repealed public service days in lieu falling within that time.
 - (iii) The period of paid adoption leave can be extended by the Employee taking double the leave on a half-pay basis and its effect is in accordance with clause 24.16 – Effects of Maternity Leave on the Contract of Employment;
- (c) An Employee must take adoption leave in one continuous period with the exception of special temporary employment or special casual employment pursuant to clause 24.14 – Employment during Unpaid Maternity Leave.

- (d) Except for leave provided under clause 26.3 (f) and clause 27 – Partner Leave of this General Agreement only one parent can proceed on maternity, adoption or other parent leave at any one time.
- (e) Where less than the 52 weeks' adoption leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (f) Unpaid adoption leave may be taken in more than one continuous period where the Employee undertakes special temporary employment or special casual employment in accordance with the provisions at clause 24.14 – Employment during Unpaid Maternity Leave. In these circumstances, the provisions of clause 24.14 – Employment during Unpaid Maternity Leave, shall apply.
- (g)
 - (i) Where both parents are employed in the Public Sector an entitlement to paid or unpaid maternity leave, adoption leave or other parent leave or parental leave provided for by another industrial agreement can be shared; and
 - (ii) the entitlement provided to the Employees shall not exceed the paid maternity, adoption or other parent leave quantum for one Employee or its half pay equivalent; and
 - (iii) the employees may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under clause 24.6 (d). This does not prevent an Employee from taking paid or unpaid partner leave as prescribed by clause 27 – Partner Leave of this General Agreement

25.4 **Payment for Paid Adoption Leave**

- (a)
 - (i) Subject to clause 25.4 (c) a full time Employee proceeding on paid adoption leave is to be paid according to their ordinary working hours at the time of commencement of adoption leave. Shift and weekend penalty payments are not payable during paid adoption leave.
 - (ii) Subject to clause 25.4 (c), payment for a part time Employee is to be determined according to an average of the hours worked by the Employee over the preceding twelve months; or their ordinary working hours at the time of commencement of adoption leave, exclusive of shift and weekend penalties, whichever is greater.
- (b) An Employee may elect to receive pay in advance for the period of paid adoption leave at the time the adoption leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid adoption leave.
- (c)
 - (i) An Employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing paid adoption leave, is to continue to receive the higher duties allowance for the first four weeks of paid adoption leave.
 - (ii) An Employee who is entitled to be paid higher duties allowance in accordance with clause 25.4 (c) (i) and elects to take paid adoption leave at half pay will be paid the higher duties allowance at the full rate for the first four weeks only.

- (d) Where an Employee is on a period of half pay adoption leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused paid adoption leave equivalent to the period of leave the Employee would have accessed had they been on full pay adoption leave when their termination occurred.
- (e) An Employee eligible for a subsequent period of paid adoption leave as provided for under clause 25.2 (a) (iii) shall be paid the adoption leave as follows:
 - (i) According to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid adoption leave; and
 - (ii) Not affected by any period of special temporary employment or special casual employment undertaken in accordance with clause 24.14.
- (f) Where less than the 52 weeks' adoption leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (g) An eligible casual employee provided for under clause 25.2 (d) is not entitled to paid adoption leave.
- (h) The "day of placement", in relation to the adoption of a child by an Employee, means the earlier of the following days:
 - (i) the day on which the Employee first takes custody of the child for the adoption;
 - (ii) the day on which the Employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- (i) An Employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the Employee for adoption:
 - (i) is, or will be, under 16 years old as at the day of placement, or the expected day of placement, of the child; and
 - (ii) has not, or will not have, lived continuously with the Employee for a period of six months or more as at the day of placement, or the expected day of placement, of the child; and .
 - (iii) is not (otherwise than because of the adoption) a child or stepchild of the Employee or the Employee's Partner.
- (j)
 - (i) An Employee seeking to adopt a child is entitled to two days' unpaid leave to attend interviews or examinations required for the adoption procedure.
 - (ii) An Employee working or residing outside of the Perth metropolitan area is entitled to an additional day's unpaid leave.
 - (iii) The Employee may take any paid leave entitlement to which the Employee is entitled to in lieu of this leave.
- (k)
 - (i) If an application for adoption leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid adoption leave is terminated.

- (ii) Employees may take any other paid leave entitlement to which they are entitled in lieu of the terminated adoption leave or return to work.

25.5 Commencement of Adoption Leave

- (a) An eligible Employee can commence adoption leave from the day of placement of the child.
- (b) The period of paid adoption leave must conclude within twelve months of the day of placement except under exceptional circumstances as provided under clause 24.7 (e) of the maternity leave clause, but as it relates to adoption leave.

25.6 Notice and Variation Requirements

- (a) An Employee shall give no less than eight weeks' written notice to the Employer of:
 - (i) the date the Employee proposes to commence paid or unpaid adoption leave; and
 - (ii) the period of leave to be taken.
- (b) An Employee is not in breach of clause 25.6 (a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- (c) An Employee proceeding on adoption leave may elect to take a shorter period of adoption leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks' written notice is provided.

25.7 Other Provisions

The following provisions, as provided under clause 24 – Maternity Leave of this General Agreement, have application to adoption leave:

- (a) clause 24.10 – Interaction with Other Leave Entitlements;
- (b) clause 24.11 – Extended Unpaid Maternity Leave;
- (c) clause 24.12 – Communication during Maternity Leave;
- (d) clause 24.13 – Replacement Employee;
- (e) clause 24.14 – Employment During Unpaid Maternity Leave;
- (f) clause 24.15 – Return to Work on Conclusion of Maternity Leave; and
- (g) clause 24.16 – Effect of Maternity Leave on the Contract of Employment.

26. OTHER PARENT LEAVE

- 26.1 (a) This clause replaces the parental leave provisions, contained in clause 21 – Parental Leave of the Award.
- (b) For the purposes of this clause:
- (i) The “other parent” may or may not be the biological parent, and does not necessarily have to be the Partner of the birth parent and has a responsibility for the care of the child.
 - (ii) The “primary care giver” means the Employee will assume the principal role for the care and attention of a child aged under twelve months or a newly adopted child.
 - (iii) Only one person can be the primary care giver of the child at any one time.

26.2 Eligibility

- (a)
 - (i) Where an eligible Employee, other than an Employee entitled to paid maternity leave under clause 24.3 or adoption leave under clause 25.2, is the other parent and has a responsibility for the care of the child under the age of twelve months or a newly adopted child the provisions of this clause will apply.
 - (ii) An Employee must be the primary care giver of the child to access paid other parent leave.
 - (iii) The Employer may require an Employee to provide confirmation of their primary carer status with evidence that would satisfy a reasonable person.
- (b) An eligible casual employee, as defined under clause 24.3 of the maternity leave clause, is entitled to unpaid other parent leave as provided by this clause.
- (c)
 - (i) A permanent Employee, fixed term contract Employee or eligible casual employee is entitled to 52 weeks unpaid other parent leave in accordance with this clause.
 - (ii) An eligible permanent or fixed term contract Employee is entitled to 14 weeks’ paid other parent leave in accordance with this clause if they are the primary caregiver of the child.
 - (iii) An Employee employed on a fixed term contract shall have the same entitlement to other parent leave; however, the period of leave granted shall not extend beyond the term of that contract.
 - (iv) An Employee is eligible, without concluding their other parent leave and resuming duty, for subsequent periods of other parent leave, including paid other parent leave, in accordance with the provisions of this clause.
- (d) A permanent or fixed term contract Employee must have completed twelve months’ continuous service in the Public Sector immediately preceding the other parent leave in order to receive the forms of paid leave as provided for by this clause.

- (e) An Employee on a period of leave without pay unrelated to other parent leave must resume duties prior to being entitled to paid other parent leave in accordance with the eligibility entitlements.

26.3 General Entitlement to Other Parent Leave

- (a) Subject to the requirements of this clause an eligible Employee is entitled to 52 weeks unpaid other parent leave.
- (b)
 - (i) Subject to the requirements of this clause an eligible Employee is entitled to 14 weeks paid other parent leave that will form part of the 52 week unpaid entitlement if they are the primary caregiver of the child.
 - (ii) The 14 week period of paid other parent leave is inclusive of any public holidays or repealed public service days in lieu falling within that time.
 - (iii) The period of paid other parent leave can be extended by the Employee taking double the leave on a half-pay basis and its effect is in accordance with clause 24.16 – Effect of Maternity Leave on the Contract of Employment.
- (c) An Employee must take other parent leave in one continuous period with the exception of Special Temporary Employment or Special Casual Employment pursuant to clause 24.14 – Employment during Unpaid Maternity Leave.
- (d) Where less than the 52 weeks' other parent leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (e) Except for leave provided under clause 26.3 (f) and clause 27 – Partner Leave of this General Agreement, only one parent can proceed on maternity, adoption or other parent leave at any one time.
- (f)
 - (i) An Employee, whose Partner is not employed, or is employed and does not intend to take unpaid parental related leave for a child under the age of twelve months or placement of a newly adopted child as provided for in clause 25 – Adoption Leave of this General Agreement, may access unpaid other parent leave where:
 - (aa) where the Employee will have a responsibility for the care of a child; and
 - (bb) the Partner has responsibility for the care of the child for the period between the date of birth or placement of the child and the start date of the Employee's leave.
 - (ii) The leave application must ensure that the leave commences within 12 months of the date of birth or placement of the child.
 - (iii) This entitlement forms part of an Employee's 52 week unpaid other parent leave entitlement and may not be extended beyond 24 months after the date of birth or date of placement of a newly adopted child as provided for in clause 25 – Adoption leave of this General Agreement.
- (g) Unpaid other parent leave may be taken in more than one continuous period where the Employee undertakes special temporary employment or special casual employment in

accordance with the provisions at clause 24.14 – Employment during Unpaid Maternity Leave. In these circumstances, the provisions of clause 24.14 – Employment during Unpaid Maternity Leave, shall apply.

- (h)
 - (i) Where both parents are employed in the Public Sector an entitlement to paid or unpaid maternity leave, adoption leave or other parent leave or parental leave provided for by another industrial agreement can be shared; and
 - (ii) the entitlement provided to the employees shall not exceed the paid maternity, adoption or other parent leave quantum for one employee or its half pay equivalent; and
 - (iii) the employees may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under clause 26.3 (i). This does not prevent an Employee from taking paid or unpaid partner leave as prescribed by clause 27 – Partner Leave of this General Agreement.
- (i) If both parents work in the Public Sector and the mother is able to remain on paid maternity leave despite her incapacity to be her child's primary care giver, the Employees may choose which parent will access the paid leave.
 - (i) If the mother chooses to remain on paid maternity leave, the other parent may access unpaid other parent leave for the period they are their child's primary care giver.
 - (ii) If the other parent chooses to be the primary care giver of the child and accesses paid other parent leave the mother may access unpaid maternity leave.
 - (iii) Where the other parent accesses paid leave in accordance with this subclause, the mother is entitled to resume paid maternity leave if/when she becomes her child's primary care giver, subject to the provisions of clause 26.3 (i).
- (j) An eligible casual employee provided for under clause 24.2 (a) is entitled to unpaid other parent leave only.

26.4 Payment for Paid Other Parent Leave

- (a)
 - (i) Subject to clause 26.4 (c) a full time Employee proceeding on paid other parent leave is to be paid according to their ordinary working hours at the time of commencement of other parent leave. Shift and weekend penalty payments are not payable during paid other parent leave.
 - (ii) Subject to clause 26.4 (c) Payment for a part time Employee is to be determined according to an average of the hours worked by the Employee over the preceding twelve months; or their ordinary working hours at the time of commencement of other parent leave, exclusive of shift and weekend penalties, whichever is greater.
- (b) An Employee may elect to receive pay in advance for the period of paid other parent leave at the time the other parent leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid other parent leave.

- (c) (i) An Employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing paid other parent leave, is to continue to receive the higher duties allowance for the first four weeks of paid other parent leave.
- (ii) An Employee who is entitled to be paid higher duties allowance in accordance with clause 26.4 (c) (i) and elects to take paid other parent leave at half pay will be paid the higher duties allowance at the full rate for the first four weeks only.
- (d) An Employee is entitled to remain on paid other parent leave where the mother is incapacitated following the birth of the child; or the child dies or is hospitalised such that the Employee or the Employee's Partner is not providing principal care to the child.
- (e) Where an Employee is on a period of half pay other parent leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused paid other parent leave equivalent to the period of leave the Employee would have accessed had they been on full pay other parent leave when their termination occurred.
- (f) An Employee eligible for a subsequent period of paid other parent leave as provided for under clause 26.2 (c) (iv) shall be paid the other parent leave as follows:
 - (i) According to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid other parent leave; and
 - (ii) Not affected by any period of special temporary employment or special casual employment undertaken in accordance with clause 24.14 – Employment during Unpaid Maternity Leave.
- (g) Where less than the 52 weeks' other parent leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (h) An eligible casual employee provided for under clause 26.2 (b) is not entitled to paid other parent leave.

26.5 Commencement of Other Parent Leave

- (a) An eligible Employee who has a responsibility for the care of the child can commence other parent leave from the child's birth date or placement, or a later date nominated by the Employee.
- (b) The period of paid other parent leave must conclude within twelve months of the birth or placement of the child except under exceptional circumstances as per clause 24.7 (e) of the maternity leave clause, but as it relates to other parent leave.

26.6 Notice and Variation Requirements

- (a) An Employee shall give no less than eight weeks' written notice to the Employer of:
 - (i) the date the Employee proposes to commence paid or unpaid other parent leave; and
 - (ii) the period of leave to be taken.

- (b) (i) An Employee is not in breach of clause 26.6 (a) by failing to give the required period of notice if such failure is due to the requirement of the Employee to take on the role of primary care giver due to the birth parent or other adoptive parent being incapacitated to take on the principal caring role.
- (ii) In such circumstances the Employee shall give notice as soon as reasonably possible.
- (c) The granting of leave under this clause is subject to the Employee providing the Employer with evidence that would satisfy a reasonable person detailing the reasons for and the circumstances under which the leave application is made and the relationship the Employee has with the child.
- (d) An Employee proceeding on other parent leave may elect to take a shorter period of other parent leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks' written notice is provided.

26.7 Other Provisions

The following provisions, as provided under clause 24 – Maternity Leave of this General Agreement have application to other parent leave:

- (a) clause 24.10 – Interaction with Other Leave Entitlements;
- (b) clause 24.11 – Extended Unpaid Maternity Leave;
- (c) clause 24.12 – Communication during Maternity Leave;
- (d) clause 24.13 – Replacement Employee;
- (e) clause 24.14 – Employment During Unpaid Maternity Leave;
- (f) clause 24.15 – Return to Work on Conclusion of Maternity Leave; and
- (g) clause 24.16 – Effect of Maternity Leave on the Contract of Employment.

27. PARTNER LEAVE

27.1 An Employee who is not taking maternity leave, adoption leave or other parent leave is entitled to one week's partner leave as prescribed by this clause in respect of the:

- (a) birth of a child to the Employee's Partner; or
- (b) adoption of a child who is not the child or the stepchild of the Employee and/or the Employee's Partner; is under the age of 16; and has not lived continuously with the Employee for six months or longer.

27.2 Subject to available credits, the entitlement to one week's partner leave may be taken as:

- (a) paid personal leave, subject to clause 27.7

- (b) paid accrued long service leave;
 - (c) paid accrued time off in lieu of overtime, flexi leave and/or banked hours; and/or
 - (d) unpaid partner leave.
- 27.3 Partner leave must be taken immediately following the birth or, in the case of adoption, the placement of the child.
- 27.4 (a) Subject to clause 27.4 (b), the taking of partner leave by an Employee shall have no effect on their or their Partner's entitlement, where applicable, to access paid maternity leave as provided by clause 24 – Maternity Leave, paid adoption leave as provided for by clause 25 – adoption leave or paid other parent leave as provided for by clause 26 – Other Parent Leave of this General Agreement.
- (b) Where applicable, unpaid partner leave taken by an Employee shall be counted as part of the Employee's other parent leave entitlement.
- 27.5 Any public holidays or days in lieu of the repealed public service holidays that fall during partner leave shall be counted as part of the partner leave and do not extend the period of partner leave.
- 27.6 The taking of accrued time off in lieu of overtime and/or flexi leave for partner leave purposes shall be subject to the provisions of clause 15 – Overtime Allowance and clause 13 – Hours of Duty of the Award, where applicable.

Personal Leave

- 27.7 An Employee may access their accrued personal leave entitlements for partner leave purposes, subject to the requirements of *the Minimum Conditions of Employment Act 1993* being met. That is, a minimum of 75 hours personal leave must be kept available for an Employee to access for the purposes of an Employee's entitlement to paid leave for illness or injury; or carer's leave.
- 27.8 The right to access personal leave credits for partner leave purposes does not affect an Employee's right to take more than five days personal leave for the purposes provided for in clause 21 – Personal Leave of the General Agreement.

Right to Request Additional Unpaid Partner Leave

- 27.9 (a) The total period of partner leave provided by this clause shall not exceed eight weeks.
- (b) An Employee is entitled to request an extension to the period of unpaid partner leave up to a maximum of eight weeks. The additional weeks' leave shall be unpaid and the eight week maximum is inclusive of any period of partner leave already taken in accordance with clause 27.2.
- 27.10 (a) The extended unpaid partner leave may be taken in separate periods, but, unless the Employer agrees, each period must not be shorter than two weeks.
- (b) The period of extended unpaid partner leave must be concluded within twelve months of the birth or placement of the child.
- 27.11 The Employer is to agree to an Employee's request to extend their unpaid partner leave made under clause 27.9 unless:

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

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

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

27.14 Where an Employer agrees to an Employee's request to extend their period of unpaid partner leave under clause 27.9 (b), the Employer must allow an Employee to elect to substitute any part of that period of unpaid partner leave with accrued leave entitlements, time off in lieu of overtime, flexi leave and/or banked hours.

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

Notice

27.16 (a) The Employee shall give not less than four weeks' notice in writing to the Employer of the date the Employee proposes to commence partner leave, stating the period of leave to be taken.

(b) An Employee who has given their Employer notice of their intention to take partner leave shall provide the Employer with a medical certificate from a registered medical practitioner naming the Employee, or the Employee's Partner, confirming the pregnancy and the estimated date of birth.

Effect of Partner Leave on the Contract of Employment

27.17 The provisions of clause 24.16 of the maternity leave clause of this General Agreement concerning the effect of maternity leave on the contract of employment shall apply to Employees accessing partner leave, with such amendment as necessary.

Eligible Casual Employees

27.18 An eligible casual employee, as defined in clause 24.3 – Maternity Leave of this General Agreement, is only entitled to unpaid partner leave.

28. UNPAID GRANDPARENTAL LEAVE

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

Primary Care Giver Status

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

Commencement, Notice and Variation of Leave

- 28.4 Commencement of unpaid grandparental leave may occur any time within 24 months following the birth or placement of the Employee’s grandchild.
- 28.5 (a) The Employee shall give not less than four weeks’ notice in writing to the Employer of the date the Employee proposes to commence unpaid grandparental leave, stating the period of leave to be taken.
- (b) The notice period in clause 28.5 (a) may be waived by the Employer in exceptional circumstances.
- 28.6 An Employee may request and an Employer may agree to an Employee taking grandparental leave on a part time basis provided:
- (a) the Employee is their grandchild’s primary care giver on those days for which care is provided by the Employee; and
 - (b) the Employee’s leave concludes no later than 52 weeks after the commencement of the period of grandparental leave.

Other Entitlements

28.7 The following provisions contained in clause 25 – Maternity Leave of this General Agreement shall be read in conjunction with this clause, with such amendment as is necessary:

- (a) clause 24.12 – Communication during Maternity Leave.
- (b) clause 24.13 – Replacement Employee.
- (c) clauses 24.15 (a) (ii) and (b) – Return to Work on Conclusion of Maternity Leave.
- (d) clause 24.16 – Effect of Maternity Leave on the Contract of Employment.

28.8 The entitlement to grandparental leave is as prescribed in this clause. Other than as specified in clause 28.7, an Employee has no entitlement to the provisions contained in clause 24 – Maternity Leave in the General Agreement with respect to the birth or adoptive placement of their grandchild.

29. EARLY ACCESS TO PRO RATA LONG SERVICE LEAVE

29.1 This clause is to be read in conjunction with clause 18 – Long Service Leave of the Award.

29.2 For the purposes of this clause, ‘Employee’ includes full time, part time, permanent and fixed term contract Employees.

29.3 Subject to clause 29.5, Employees within seven years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with their Employer, choose early access to their long service leave at the rate of 9.28 days per completed twelve month period of continuous service for full time Employees.

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

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

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

29.7 Employees may, by agreement with their Employer, clear long service leave in minimum periods of one day.

29.8 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 clause 18 (4) – Long Service Leave of the Award.

30. DAYS IN LIEU OF THE REPEALED PUBLIC SERVICE HOLIDAYS

30.1 Where Easter Tuesday falls during the school term and Employees are required to work such Easter Tuesday they shall be granted a day in lieu for working on that day.

30.2 Days in lieu of the repealed public service holidays:

- (a) are made available on the date of the relevant repealed public service holiday;
- (b) are not available to an Employee who is on any period of leave without pay;
- (c) are paid at the rate of ordinary time;
- (d) can be added to annual leave or taken individually;
- (e) must be taken in the calendar year in which they occur;
- (f) will be forfeited if not taken in the year in which they occur; and
- (g) are not to be paid out on termination of employment.

30.3 By prior agreement with the Employer the day may be taken on the date of the relevant repealed public service holiday.

31. SCHOOL VACATION TRAVEL CONCESSIONS

31.1 Employees stationed in remote areas

- (a) The travel concessions contained in the following table are provided to Employees and their dependants when proceeding on summer school vacation leave to either Perth or Geraldton from headquarters situated in District Allowance Areas 3, 4, 5 and 6 as provided for within clause 35 (2) – District Allowance of the Award.
- (b) Employees are required to serve a year in these areas before qualifying for travel concessions. However, Employees who have less than a year's service in these areas and who are required to proceed on school vacation leave to suit departmental convenience will be allowed the concessions. The concession may also be given to an Employee who proceeds on school vacation leave before completing the years' service provided that the Employee returns to the area to complete the years' service at the expiration of the period of leave.
- (c) Only one school vacation travel concession per Employee or dependant per annum is available.
- (d) Employees who have served a full school year or an equivalent period in the district may defer taking the concession until the following Term 1, Term 2 or Term 3 school vacation period by agreement with the Employer.
- (e) The mode of travel is to be at the discretion of the Employer.
- (f) Travel concessions not utilised within twelve months of becoming due will lapse, except where approval of deferral in accordance with clause 31.1 (d) has been granted by the Employer.
- (g) Part-time Employees are entitled to travel concessions on a pro rata basis according to the usual number of hours worked per week

(i)

Approved Mode of Travel	Travel Concession
Air	Air fare for the Officer, and dependant Partner and dependant children
Road	Full motor vehicle allowance rates, but reimbursement not to exceed the cost of the return air fare for the Officer, dependant Partner and dependant children, travelling in the motor vehicle.
Air and Road	Full motor vehicle allowance rates for car trip, but reimbursement not to exceed the cost of the return air fare for the Officer. Air fares for the dependant Partner and dependant children.

- (h) 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 as provided for within clause 35(2) – District Allowance of the Award, 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 their dependants when proceeding on school vacation leave to a location other than Perth or Geraldton.

31.2 For the purposes of determining eligibility for School Vacation Leave Travel Concession, a dependant shall mean:

- (a) a Partner; and/ or
- (b) any child who relies on the Employee for their main financial support;

who does not have an equivalent entitlement of any kind.

31.3 For the purposes of the definitions at clause 31.2, a child will be considered to rely on the Employee for their main financial support where that child is in receipt of income of less than half the annualised WA minimum adult wage as at 30 June of the immediate past financial year, excluding income from a disability support pension.

32 BEREAVEMENT LEAVE

32.1 The provisions contained in this clause replace those contained in clause 25(5) - Bereavement Leave of the applicable Award.

32.2 An Employee requiring more than two days bereavement leave in order to travel interstate or overseas in the event of the death interstate or overseas of a member of the Employee's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the Employee is eligible, have immediate access to accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

PART 6: ALLOWANCES

33. PUBLIC SECTOR FIRST AID ALLOWANCE

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

- (a) 'appointed' means the Employer has formally assigned an Employee, who is suitably qualified in first aid, to the position of first aid officer; and the Employee has agreed to take on the responsibilities of providing first aid in the workplace, as determined by the Employer;
- (b) 'deputy first aid officer' means an Employee who has been appointed by the Employer to take on first aid responsibilities in a workplace when the first aid officer is unable to do so;
- (c) 'suitably qualified in first aid' means holding a current statement of attainment that satisfies the national training requirement HLTFA301C – Apply First Aid. This includes, but is not limited to, the successful completion of the two Day Senior First Aid – St John Ambulance Association; or the Senior First Aid (Workplace Level 2) – Australian Red Cross Society training courses.
- (d) 'workplace' means the direct area in which the Employee has been employed to work in the ordinary course of their employment.

33.2 An Employee who has been appointed by the Employer to be the first aid officer in a workplace shall be paid a Public Sector first aid allowance of 1% of the gross hourly salary of an Officer Level 1 Year 8 as set out in Schedule 2 – Salaries.

33.3 An eligible part time Employee is entitled to this allowance on a pro rata basis.

33.4 The Public Sector first aid allowance shall be paid to either the appointed first aid officer or the deputy first aid officer in a workplace. The deputy first aid officer shall not be paid the first aid allowance for any period in which the allowance is paid to the appointed first aid officer.

33.5 A deputy first aid officer is to be paid the Public Sector first aid allowance where the Employer has agreed to them taking on the first aid responsibilities in a workplace due to the inability of the appointed first aid officer to do so. For example, where the appointed first aid officer is on school vacation leave or long service leave, or extended personal leave.

34. HIGHER DUTIES ALLOWANCE

Higher Duties Allowance and Leave

34.1 This clause replaces clauses 14 (6) and (7) – Higher Duties Allowance of the Award.

34.2 Where an Employee who is in receipt of an allowance granted under clause 14 – Higher Duties Allowance of the Award and has been doing so for a continuous period of twelve months or more, proceeds on any period of paid leave and:

- (a) resumes in the office immediately on return from leave, the Employee shall continue to receive the allowance for the period of leave; or

- (b) does not resume in the office immediately on return from leave, the Employee shall continue to receive the allowance for the period of leave accrued during the period of higher duties.

34.3 Where an Employee who is in receipt of an allowance granted under clause 14 – Higher Duties Allowance of the Award for less than twelve months proceeds on a period of paid leave, whether in excess of the normal entitlement or not, the Employee shall continue to receive the allowance for the period of normal leave provided that:

- (a) during the Employee's absence, no other Employee acts in the office in which the Employee was acting immediately prior to proceeding on leave; and

- (b) the Employee resumes in the office immediately on return from leave.

34.4 For the purpose of clause 34.3, 'normal entitlement' means the period of paid leave an Employee would accrue in twelve months. It shall also include any public holidays and leave in lieu accrued during the preceding twelve months taken in conjunction with such paid leave.

34.5 Where Employees' in receipt of an allowance granted under clause 14 – Higher Duties Allowance of the Award, proceed on a period of school vacation leave, such Employees' shall receive payment of such allowance for the period of school vacation leave.

Part Time Higher Duties Allowance Arrangements

34.6 This clause shall be read in conjunction with clause 14 – Higher Duties Allowance of the Award.

34.7 Where a part time Employee acts in a higher office, the allowance shall be payable after the completion of 37.5 hours service in that position. The 37.5 hours service in the higher position must be worked consecutively according to the hours the part time Employee normally works.

34.8 Where the higher office is a part time position, the allowance shall be payable after the completion of 37.5 hours service in that position. The 37.5 hours service in the higher position must be worked consecutively according to the normal working hours of the part time position for which the allowance is being paid.

35. COMMUTED ALLOWANCES

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

36. DISTRICT ALLOWANCE

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

36.2 Clauses 33.3 to 33.6 of this General Agreement replace clauses 9.1.4 and 9.1.5 of the District Allowance (Government Officers) General Agreement 2010 respectively.

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

- 36.4 When an Employee is on approved personal leave or bereavement leave, the Employee shall for the period of such leave, be paid the District Allowance to which the Employee would ordinarily be entitled to a maximum of two weeks unless the Employee, Employee's dependant/s or partial dependant/s remain in the district. Where the Employee, Employee's dependant/s or partial dependant/s remain in the district the District Allowance will continue to be paid.
- 36.5 Notwithstanding clause 36.4, an Employer may approve payment of a District Allowance for an Employee on approved personal leave in excess of two weeks where the Employer considers the payment being justified by the circumstances.
- 36.6 Except as otherwise provided in this clause, when an Employee is on long service leave or other approved leave with pay the Employee shall only be paid District Allowance for the period of such leave if the Employee, dependant/s or partial dependant/s remain in the district in which the Employee's headquarters are situated.
- 36.7 The parties agree that any increase to district allowance rates resulting from negotiations between the Government and Public Sector unions, including the Union, for a replacement for the District Allowance (Government Officers) General Agreement 2010 will be payable as per that replacement District Allowance General Agreement.

37. SCHOOL BUS SERVICES SPECIAL RESPONSIBILITY ALLOWANCE

- 37.1 Employees who are responsible for managing administrative duties in relation to school bus services shall be entitled to receive a special responsibility allowance where the responsibility has been specifically delegated to the Employee.
- 37.2 The special responsibility allowance shall be in accordance with those allowances prescribed under The School Education Act Employees' (Teachers and Administrators) General Agreement 2014, Schedule B – Band and Special Responsibility Allowances, or its replacement. Payment of the allowance will be subject to certification by the Principal that no other member of school staff is responsible for these bus duties.
- 37.3 Where this certification does not exist, Employees covered by this General Agreement will not be required to undertake administrative duties in relation to school bus services. Only one allowance is payable per school.

PART 7: REGIONAL PROVISIONS

38. REMOTE AND ISOLATED LOCATIONS

- 38.1 For the purpose of this clause remote and isolated locations shall include those facilities established as a result of the Government's response and action plan associated with the Gordon inquiry and located at: Kintore, Warburton, Balgo, Kalumburu, Warakuna/Docker River, Bidyandanga, Dampier Peninsula, Warmun, Jigalong, Blackstone, Burringurrah, Oombulgurri and Looma.
- 38.2 Where Employees are posted to work in the above mentioned remote and isolated locations as their headquarters they will receive, in addition to any other benefits they may be entitled to:
- (a) remote community allowance of \$3,500 per annum, paid fortnightly;

- (b) free housing, electricity & water;
- (c) four weeks of remote community leave for each completed year of service. Remote community leave will accrue per year and be taken at the end of the Employees posting to the location, unless otherwise agreed by the Employee and Employer. Absence on remote community leave will count for service for all purposes; and
- (d) upon completion of tenure at remote and isolated locations, Employees will be given preference to return to a location of their choice, subject to operational requirements.

38.3 An Employee, posted to any of the locations listed in clause 38.1 and who is in receipt of an Attraction and Retention Incentive (ARI) pursuant to Approved Procedure 7 – Attraction and Retention Incentives, as a result of that posting, remains entitled to the benefits pursuant to this clause that exceed the entitlements provided for by the ARI.

38.4 Where an Employee is posted to work in any of the above mentioned remote and isolated locations as their headquarters and, due to the actions of the Employer, they do not complete a full term of their posting at the location, they will be entitled to receive the remote community leave set out in clauses 38.2 (c) and (d) of this General Agreement on a pro rata basis.

39. REGIONAL TRAINING AND DEVELOPMENT

39.1 The parties are committed to providing effective workforce management practices and opportunities to staff employed in regional areas.

For the purposes of this clause:

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

39.2 Employer shall:

- (a) Ensure that Regional employees are, as far as reasonably practicable, provided with access to Training and Development opportunities having regard to operational requirements and opportunities provided to metropolitan based staff.

- (b) Ensure that Regional employees are offered job related Training opportunities within their local area or by agreement, in another location. The Employer will cover all costs associated with the Training activity.
 - (c) Where Employer initiated Development opportunities are provided away from the Employee's home base, cover costs to the extent of the provisions of clause 40 – Relieving Allowance and clause 44 – Weekend Absence from Residence, of the Award.
 - (d) Ensure that registered redeployees located in regional areas are provided career transitional support, including ongoing professional Development opportunities.
- 39.3 The Employer will conduct a review into the accessibility to personal development opportunities of its Regional employees including Training and acting opportunities within twelve months of the registration of this General Agreement. The findings of these reviews will be provided to the Joint Consultative Committee.

PART 8: WORKFORCE MANAGEMENT

40. REDEPLOYMENT AND REDUNDANCY

- 40.1 The parties acknowledge that the *Public Sector Management Act 1994 (PSMA)* and the *Public Sector Management (Redeployment and Redundancy) Regulations 2014 (Regulations)* provide the legislative framework for redeployment and redundancy 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.
- 40.2 The Employer and prospective Employer will assess the Suitability of a Surplus employee broadly which includes, but is not limited to:
- (a) acknowledging that the Employee's classification level illustrates core competencies for that classification level;
 - (b) providing sufficient weight to the Employee's knowledge, skills and experience; and,
 - (c) recognising the transferability of skills to roles where a direct fit may not exist.
- 40.3 The Employer and prospective Employer will seek to place Surplus employees in suitable positions in accordance with clause 40.2.
- 40.4 The Employer will provide Surplus employees with direct access to priority vacancies through the online Recruitment Advertising Management System.
- 40.5 The Employer will provide Surplus employees with case management in line with the Public Sector Commission's Redeployment and Redundancy Guidelines and the Public Sector Commission's Redeployment and Redundancy Guidelines Appendix A – Case Management or any revised arrangement subsequent to the review of the redeployment and redundancy provisions. The Employer will ensure that Surplus employees are provided with an appropriately skilled case manager/s, a skills audit and continual support to find Suitable employment.
- 40.6 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 *Public Sector Management*

(Redeployment and Redundancy) Regulations 2014 with the written reason/s for the intended registration and the possible employment, placement and training options available to them.

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

41. WORKING FROM HOME

- 41.1 Subject to this clause, the Employer may consider the introduction of working from home arrangements. The introduction of working from home arrangements does not provide for the Employee's primary place of work to be moved from the Employee's headquarters/work base to the Employee's home.
- 41.2 Statutory requirements apply to Employees working from home as they do to Employees working at an Employer's workplace. The Employer must ensure understanding and compliance of all affected parties with all statutory responsibilities prior to any arrangements being sanctioned.
- 41.3 The Employer is required to undertake a risk assessment of the work activities carried out by Employees to identify and manage hazards. In carrying out any assessment, the Employer must look at who and what may be affected by, and the possible effects of, the work being done from home.
- 41.4 The introduction of working from home arrangements is subject to:
- (a) the Employee's duties are those they would normally undertake at their headquarters/work base;
 - (b) the nature of the Employee's work being such that it is suited to working from home arrangements;
 - (c) approval of any arrangement being at the discretion of the Employer;
 - (d) the Employee's agreement to enter into the working from home arrangements;
 - (e) the introduction of working from home arrangements being in accordance with the provisions of the Employer's policy; and
 - (f) the Employer's policy and procedures addressing:
 - (i) general obligations of both the Employer and Employees, including such things as insurance, separation of overheads billed to the homeowner and the Employee's ordinary hours of work while working from home;
 - (ii) duty of care responsibilities owed by the Employer and Employee under the *Occupational Safety and Health Act 1984*; and

- (iii) all additional statutory obligations affecting the Employer/Employee relationship.

42. WORKLOAD MANAGEMENT

- 42.1 Employer is committed to providing a safe and healthy work environment and will not require Employees to undertake an unreasonable workload in the ordinary discharge of their duties.
- 42.2 The objective of this clause is to ensure workload allocation is fair, manageable and without risk to health and safety.
- 42.3 The Employer shall take reasonable steps to ensure that Employees:
- (a) do not work excessive or unreasonable hours;
 - (b) are able to clear accrued leave entitlements; and
 - (c) are paid or otherwise recompensed for work as provided for under the Award and this General Agreement.
- 42.4 Employees are required to perform, attain or sustain a standard of work that may be reasonably expected of them.
- 42.5 Relevant indicators of workload will be monitored and recorded by the Employer. Indicators may include but are not limited to:
- (a) nature of work;
 - (b) work patterns;
 - (c) hours of work including, level of credit and banked hours, credit and banked hours lost each settlement period and overtime;
 - (d) levels of accrued long service leave;
 - (e) environment in which work is performed;
 - (f) volume of work;
 - (g) level of performance;
 - (h) turnover;
 - (i) accident rate;
 - (j) workers compensation claims lodged;
 - (k) personal leave usage;
 - (l) early retirement records;
 - (m) referral rates to Employee assistance program providers and general feedback from

regarding workload issues, if raised, from EAP counsellors;

- (n) exit information regarding workload, if raised; and
- (o) summary information on the results of Employee workload surveys if conducted.

42.6 Where Employee performance issues are identified these will be managed in accordance with the Employer's performance management policy and should take into account:

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

42.7 Workload issues, including the relevant indicators and the associated monitoring and recording, shall be dealt with as a function of the Department's Joint Consultative Committee (JCC).

42.8 With the exception of Employee performance related issues, where workload issues are identified by the JCC a review team agreed by the parties will be convened within 21 days of a written request from either party.

42.9 The review team once established will conduct a workload survey for affected Employees covered by this General Agreement.

42.10 The review team will determine the content and scope of the workload survey based upon criteria stated in clause 42.5.

42.11 A workload survey may only be conducted where a workload survey has not been completed in the previous 12 months.

42.12 The collated results, together with the findings of the review team, will be provided to the JCC within two months of commencement of the survey.

42.13 Broader consultation of the findings of the review team can be undertaken through the JCC

43. SCHOOL WORKLOAD ADVISORY COMMITTEES (WAC)

43.1 Where a Workload Advisory Committee (WAC) already exists in a school then School Support Staff will have the right to representation on the Committee.

43.2 The role of WAC is to assess workload management issues in the school, including the provision of advice to the Principal during the school year to assist in the management of workload issues in order to improve the focus on teaching and learning outcomes.

43.3 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.

- 43.4 It is recognised the Principal has ultimate responsibility and authority for the operation of the school, including the allocation of resources, timetables and allocation of work.

44. INDUCTIONS

- 44.1 The Employer, consistent with its Staff Induction Policy, will ensure all new Employees receive induction.
- 44.2 In addition to the provisions contained in clause 29 (5) (e) – Union Facilities for Union Representatives of the Award, the Employer will provide the Union with time to discuss the benefits of Union membership with new Employees as part of the Employee's formal induction program.

45. PROFESSIONAL AND CAREER DEVELOPMENT

- 45.1 The Employer will provide Employees, as far as is reasonably practicable, access to training and professional development opportunities having regard for the Department's operational requirements.
- 45.2 In relation to Regional employees, the Employer will ensure that Regional employees are offered job related training and professional development opportunities within their local area or by agreement, in another location. The Employer will cover all costs associated with these activities.
- 45.3 Where training is provided outside ordinary hours of work, the Employee will be paid the additional hours, or part thereof, at their ordinary rate of salary.

PART 9: CONSULTATIVE MECHANISMS

46. JOINT CONSULTATIVE COMMITTEE

- 46.1 The parties recognise the need for effective communication to improve the business/operational performance and working environment in agencies.
- 46.2 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 Department.
- 46.3 The parties confirm their ongoing commitment to the Joint Consultative Committee (JCC) process.
- 46.4 The parties agree that:
- (a) for the purpose of this clause 'change' means situations where the Employer propose(s) to make a change(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 discussion the Employer shall provide to the Employees concerned relevant information about the changes, including the effect of the changes on Employees, provided the Employer shall not be required to disclose any information that is confidential;
- (e) in the context of discussions the Union and Employees are able to contribute to the decision making process;
- (f) the JCC parties are to provide all reasonable and relevant information except confidential commercial, business or personal information, the release of which may seriously harm a party or individual;
- (g) the consultation process will be open and transparent, and the following principles will apply:
 - (i) the Employer will ensure appropriate mechanisms and communication channels are in place to facilitate consultation;
 - (ii) information provided will be clear and with sufficient background information available so that issues are understood;
 - (iii) the Employer will assess the impacts of change broadly;
 - (iv) throughout the consultation process, the Employer will provide adequate time, resources and support for information to be considered by affected Employees and the Union and for consultation to occur; and
 - (v) once a change is implemented, the Employer will evaluate and review the change and inform the JCC of the review outcomes;
- (h) where the Employer is proposing change that may result in Surplus employees, they must provide information on their overall workforce composition to the Union and the likely affected Employees as soon as possible. This includes, but is not limited to, data on the use of fixed term contract Employees, casual Employees, labour hire employees and contractors including:
 - (i) the number of Employees or persons engaged in each category;
 - (ii) the position or duties being undertaken by each Employee or person engaged;
 - (iii) the reason for the arrangement or employment;
 - (iv) the total duration of each arrangement or employment (including successive contracts); and
 - (v) the expiry date of the contract (excluding for casual Employees).

46.5 The Department will have a JCC comprising of the Employer or their nominee, Employer

nominated representatives and Union nominated representatives, unless otherwise agreed between Employer and the Union.

- 46.6 The parties agree that the JCC required under the terms of this General Agreement may include representation of union nominated representatives of employees covered by the terms of the Public Service and Government Officers CSA General Agreement 2017 who are also affected by pertinent decisions.
- 46.7 The JCC will convene within 28 days of a written request being received from either party.
- 46.8 The JCC will determine its own operating procedures.
- 46.9 JCCs will be a forum for consultation on issues such as:
- (a) development of workload management tools within the Department;
 - (b) industrial issues;
 - (c) fixed term; casual employment and labour hire usage;
 - (d) changes to work organisation and/or work practices occurring in the workplace;
 - (e) Department implementation of recommendations from Government decisions, policies and initiatives; and
 - (f) Department implementation of other aspects of this General Agreement.
- 46.10 Matters not resolved through the JCC can be referred to the provisions of clause 48 - Dispute Settlement Procedure of this General Agreement.

47. CONTRACT FOR SERVICE – LABOUR HIRE

- 47.1 The Department will examine the use of contracts for service in relation to the duties normally undertaken by Employees covered by this General Agreement. This examination will be undertaken in comparison with Approved Procedure 5 – Approved Contracts for Services Procedures.
- 47.2 The findings of the review will be provided to the Peak Consultative Forum. If the Department is found to be non-compliant with Approved Procedure 5 as a result of the review they will be directed to comply with the Procedure.
- 47.3 The parties agree to consult through the Peak Consultative Forum on any changes proposed to Approved Procedure 5 - Approved Contracts for Services Procedures

PART 10: DISPUTE SETTLEMENT PROCEDURE

48. DISPUTE SETTLEMENT PROCEDURE

Employee/Employer Disputes

- 48.1 Any questions, difficulties or disputes arising under this General Agreement of Employees shall be dealt with in accordance with this clause.
- 48.2 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.
- 48.3 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.
- 48.4 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.
- 47.5 Where the dispute cannot be resolved within five working days of the Union representative's referral of the dispute to the Employer or his/her nominee, either party may refer the matter to the WAIRC.
- 48.6 The period for resolving a dispute may be extended by agreement between the parties.
- 48.7 At all stages of the procedure the Employee may be accompanied by a Union representative.

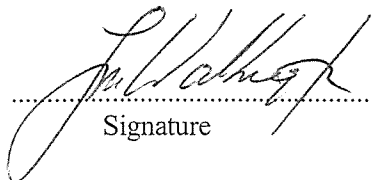
Parties to General Agreement or Joint Consultative Committee Disputes

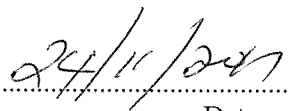
- 48.8 Any questions, difficulties or disputes arising under this General Agreement between the parties may be referred by either party to the WAIRC for conciliation and, where appropriate, arbitration.

PART 11: SCHEDULES TO THE AGREEMENT

SCHEDULE 1 – SIGNATURES OF PARTIES

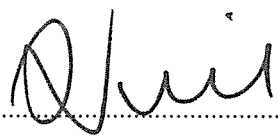
Signed:



.....
Signature


.....
Date

**Toni Walkington
General Secretary
The Civil Service Association of Western Australia (Inc)**

Signed:


.....
Signature


.....
Date

**Sharyn O'Neill
Director General
Department of Education**

SCHEDULE 2 – ANNUAL SALARIES – FOR 75 HOUR FORTNIGHT
School Support Officers (Government) CSA General Agreement

Levels	Current (2016) Rates	2017 Rates	2018 Rates
		\$1,000	\$1,000
	13-Jun-16	13-Jun-17	13-June 2018
	\$ pa	\$ pa	\$ pa
Officer (Junior)			
Under 17 yrs	\$ 22,264	\$ 23,264	\$ 24,264
17 yrs	\$ 26,587	\$ 27,587	\$ 28,587
18 yrs	\$ 30,908	\$ 31,908	\$ 32,908
19 yrs	\$ 35,233	\$ 36,233	\$ 37,233
20 yrs	\$ 39,556	\$ 40,556	\$ 41,556
Officer Level 1			
Year 1	\$ 43,230	\$ 44,230	\$ 45,230
Year 2	\$ 45,639	\$ 46,639	\$ 47,639
Year 3	\$ 46,928	\$ 47,928	\$ 48,928
Year 4	\$ 48,258	\$ 49,258	\$ 50,258
Year 5	\$ 49,559	\$ 50,559	\$ 51,559
Year 6	\$ 51,017	\$ 52,017	\$ 53,017
Year 7	\$ 52,026	\$ 53,026	\$ 54,026
Year 8	\$ 53,514	\$ 54,514	\$ 55,514
Officer Level 2			
Year 1	\$ 55,189	\$ 56,189	\$ 57,189
Year 2	\$ 56,693	\$ 57,693	\$ 58,693
Year 3	\$ 58,277	\$ 59,277	\$ 60,277
Year 4	\$ 59,931	\$ 60,931	\$ 61,931
Officer Level 3			
Year 1	\$ 63,326	\$ 64,326	\$ 65,326
Year 2	\$ 65,084	\$ 66,084	\$ 67,084
Year 3	\$ 66,895	\$ 67,895	\$ 68,895
Year 4	\$ 68,754	\$ 69,754	\$ 70,754
Officer Level 4			
Year 1	\$ 71,305	\$ 72,305	\$ 73,305
Year 2	\$ 73,303	\$ 74,303	\$ 75,303
Year 3	\$ 75,358	\$ 76,358	\$ 77,358
Officer Level 5			
Year 1	\$ 79,324	\$ 80,324	\$ 81,324
Year 2	\$ 81,997	\$ 82,997	\$ 83,997
Year 3	\$ 84,778	\$ 85,778	\$ 86,778
Year 4	\$ 87,666	\$ 88,666	\$ 89,666