

**WA HEALTH SYSTEM ENGINEERING AND BUILDING SERVICES INDUSTRIAL
AGREEMENT 2025**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	CHILD AND ADOLESCENT HEALTH SERVICE & ORS	APPLICANTS
	-v-	
	ELECTRICAL TRADES UNION WA & ORS	RESPONDENTS
CORAM	COMMISSIONER T EMMANUEL	
DATE	THURSDAY, 9 APRIL 2026	
FILE NO/S	AG 6 OF 2026	
CITATION NO.	2026 WAIRC 00205	

Result	Agreement registered
Representation	
Applicants	Ms J Wagner (as agent)
First Respondent	Mr A Giddens (as agent)
Second Respondent	Mr T Smart (as agent)
Third Respondent	Mr A Lindsey (as agent)
Fourth Respondent	Mr M Buchan and Ms M Kriznic (as agents)

Order

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

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

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

AND HAVING heard from Ms J Wagner (as agent) on behalf of the applicants and Mr A Giddens (as agent) on behalf of the first respondent, Mr T Smart (as agent) on behalf of the second respondent, Mr A Lindsey (as agent) on behalf of the third respondent, and Mr M Buchan and Ms M Kriznic (as agents) on behalf of the fourth respondent;

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

THAT the agreement made between the parties filed in the Registry on 10 March 2026 entitled *WA Health System Engineering and Building Services Industrial Agreement 2025* and attached to this order be registered as an industrial agreement in replacement of the *WA Health System Engineering and Building Services Industrial Agreement 2023* which by operation of s 41(8) is cancelled.

L.S. (Sgd.) **T. EMMANUEL**

COMMISSIONER T EMMANUEL

**WA HEALTH SYSTEM
ENGINEERING AND BUILDING SERVICES
INDUSTRIAL AGREEMENT 2025**

PART 1 – APPLICATION OF AGREEMENT

1. TITLE

This Agreement will be known as the WA Health System Engineering and Building Services Industrial Agreement 2025.

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3. DEFINITIONS

- 3.1 “Accredited official” means the Secretary or an official of a Union party to this Agreement. In the case of an official, they will only be deemed an “accredited official” when the holder for the time being of a certificate signed by the relevant Union Secretary and bearing the Union’s seal.
- 3.2 “Agreement” means the WA Health System Engineering and Building Services Industrial Agreement 2025.
- 3.3 “Commission” means the Western Australian Industrial Relations Commission and encompasses relevant constituent authorities.
- 3.4 “Construction work” means work on site in or in connection with:
- (a) the construction of a large industrial undertaking or any large civil engineering project;
 - (b) the construction or erection of any multi-storey building; and
 - (c) the construction, erection or alteration of any other building, structure or civil engineering project which the Employer and the Union(s) agree or, in the event of disagreement, which the Commission declares to be construction work for the purpose of this Agreement.
- 3.5 “Continuous service” will include any period during which an employee is on annual leave. Any approved periods of absence from work due to workers’ compensation will also count as continuous service. This definition will not apply to continuous service for the purpose of calculating long service leave.
- 3.6 “Continuous shift worker” means an employee who is contracted to work ordinary hours of duty in accordance with a roster where the employee is rostered for afternoon and/or night shift with day shift as defined in Clause 14 – Shift Work and who may be rostered to work on any of the days of the week that the service operates.
- 3.7 “Day off duty” means a day on which an employee is not rostered to work and for which the employee has no entitlement to pay.
- 3.8 “Employer” means the entities detailed in Clause 4 – Application and Parties Bound.
- 3.9 “HCU” means Health Care Units, which are various discrete operational units within the Employer.
- 3.10 “Metropolitan area” means that area in a radius of 50 kilometres from the Perth City Railway Station.

- 3.11 “Ordinary salary” will mean the appropriate salary rate prescribed in Schedule A – Salaries.
- 3.12 “Parties” means the Employer and the Unions bound by this Agreement.
- 3.13 “Partner” means:
- (a) a person who is legally married to the employee; or
 - (b) a de facto partner. De facto means a relationship (other than a legal marriage) between two persons, of either different sexes or the same sex, who live together in a “marriage-like” relationship, as provided for by the *Interpretation Act 1984* (WA) as amended from time to time.
- 3.14 “Redeployment period” means the redeployment period as defined by regulation 28 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA).
- 3.15 “Registered employee” means a registered employee as defined by section 94(1A) of the *Public Sector Management Act 1994* (WA).
- 3.16 “Registrable employee” means a registrable employee as defined by section 94(1A) of the *Public Sector Management Act 1994* (WA).
- 3.17 “Rostered day off” means the paid day(s) off accruing to an employee resulting from the employee working an average of a 38 hour week and taken in accordance with the agreed roster.
- 3.18 “Suitability” means suitable office, post or position or suitable employment as defined by section 94(6) of the *Public Sector Management Act 1994* (WA) as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA).
- 3.19 “Suitable office, post or position”, and “Suitable employment” have the meaning given in section 94(6) of the *Public Sector Management Act 1994* (WA) as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA).
- 3.20 “Surplus employee” means either a Registrable employee or a Registered employee.
- 3.21 “Suspend” means to suspend the continuance of an employee’s Redeployment period in accordance with regulation 29 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA).
- 3.22 “Union(s)” means any or all of the union organisations bound by this Agreement.
- 3.23 “WA Health System” means the Department of Health and health service providers established pursuant to subsection 32(1)(b) of the *Health Services Act 2016* (WA).

4. APPLICATION AND PARTIES BOUND

- 4.1 This Agreement will extend to and bind the employees, Employers and the organisation of employees (Unions) bound by the WA Government Health Services Engineering and Building Services Award 2004.

- 4.2 The Employers party to and bound by this Agreement are the Health Service Providers established pursuant to section 32(1)(b) of the *Health Services Act 2016* (WA) which include:
- (a) Child and Adolescent Health Service;
 - (b) East Metropolitan Health Service;
 - (c) North Metropolitan Health Service;
 - (d) PathWest Laboratory Medicine WA;
 - (e) Quadriplegic Centre;
 - (f) South Metropolitan Health Service; and
 - (g) WA Country Health Service.

4.3 The Unions party to and bound by this Agreement are:

- (a) Electrical Trades Union WA;
- (b) The Plumbers and Gasfitters Employees' Union of Australia, West Australian Branch, Industrial Union of Workers;
- (c) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch; and
- (d) The Construction, Forestry, Mining and Energy Union of Workers.

4.4 This Agreement will operate throughout the State of Western Australia.

4.5 The estimated number of employees bound by this Agreement at the time of registration is 220.

5. TERM OF AGREEMENT

5.1 This Agreement will operate from the date of registration in accordance with section 41 of the *Industrial Relations Act 1979* (WA) and will expire on 31 December 2027.

5.2 The Parties to this Agreement agree to commence negotiations for a replacement Agreement no later than six months prior to the expiry of this Agreement with a view to implementing a replacement agreement operative from 1 January 2028.

6. NO FURTHER CLAIMS

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

7. RELATIONSHIP WITH AWARDS AND AGREEMENTS

- 7.1 Consistent with the *Industrial Relations Act 1979* (WA) and the State Wage Principles, this Agreement will provide the whole of employees' salary increases for the life of this Agreement.
- 7.2 This Agreement cancels and replaces the WA Health System Engineering and Building Services Industrial Agreement 2023.
- 7.3 This Agreement is comprehensive and applies to the exclusion of the WA Government Health Services Engineering and Building Services Award 2004.

PART 2 – TYPES OF EMPLOYMENT

8. DIRECT AND PERMANENT EMPLOYMENT

Statement of Government Preference

- 8.1 The Western Australian Government recognises that:
- (a) direct employment is the preferred form of engagement, noting this may not be practicable or financially achievable in all circumstances; and
 - (b) permanent employment is the preferred mode of employment for employees covered by this Agreement.
- 8.2 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.
- 8.3 The Employer will provide the Union with a list of tendered contract for service arrangements, including the name of the supplier, description of the services supplied and the final contract expiry date, within 60 days of a request being made in writing.
- 8.4 Within 60 days of a request being made in writing, the Employer will provide to the Union the names of the labour hire business used; the functions undertaken; the headcount number of labour hire employees performing the work; and the amount of money paid to each labour hire business.
- 8.5 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.

- 8.6 Where more than one appropriate permanent Surplus employee exists, the following hierarchy will apply:
- (a) Internal Surplus employees will be considered first;
 - (b) If there are no suitable internal Surplus employees, Registered employees from other employing authorities will be considered;
 - (c) If there are no suitable Registered employees, Registrable employees from other employing authorities will be considered.

Public Sector Delivery of Public Services

- 8.7 The Government and Employers prefer the delivery of public services to be undertaken by employees.
- 8.8 Nothing in this Agreement limits the Employer from continuing to use contractors where contracts for service are already in place or in exceptional or unviable circumstances to ensure continuity of service provision.
- 8.9 The Employer will review all tender arrangements leading up to their expiry and identify opportunities to return the delivery of those services to the Employer to be carried out by directly employed workers where it is economically viable to do so.
- 8.10 The Employer will notify the Union 18 months prior to the expiry of any tendered contract for services otherwise undertaken by employees covered by the terms of this Agreement and ensure meaningful consultation with the Union.
- 8.11 Only in exceptional circumstances and following consideration of the public interest will work or functions currently undertaken by employees be privatised or outsourced. The Employer will notify and consult with the Union in accordance with Clause 58 – Introduction of Change, where the Employer proposed to enter into any new agency hire and other similar contract for service arrangements.

9. CONTRACT OF SERVICE

9.1 Modes of Employment

- (a) Appointments will be made in writing. The letter of appointment will include the terms of the employee's appointment and will appoint the employee to a classification under Schedule A – Salaries.
- (b) The contract of service will be by the fortnight and, except as provided in subclause 9.1(d), 9.1(f), 9.2(a) and 9.9(a), will be terminable by the giving of two weeks' notice on either side or by the payment or forfeiture, as the case may be, of up to two weeks' salary. Provided that, by agreement between the Employer and employee, the notice or payment prescribed may be varied or waived.
- (c) Full Time Employees

A full time employee is an employee who is employed to work an average of 38 hours per week.

- (d) Part Time Employees
 - (i) A part time employee is an employee regularly employed to work less than an average of 38 ordinary hours per week.
 - (ii) A part time employee will be paid on a pro rata basis according to the hours worked, at the rate of pay for the classification prescribed by this Agreement for the work performed.
 - (iii) A part time employee will be entitled to the conditions of employment prescribed by this Agreement for the work performed, on a pro rata basis.

- (e) Fixed Term Employees
 - (i) An Employer may only employ a person as a fixed term contract employee in the following circumstances:
 - (A) to cover one-off periods of relief;
 - (B) to temporarily fill a vacancy during a recruitment process;
 - (C) for periods of traineeships and cadetships;
 - (D) if the person is in Australia on a visa with a fixed duration;
 - (E) to work on a project or program with a finite life;
 - (F) to fill a position that is subject to external funding;
 - (G) to perform work that is seasonal in nature or subject to demand-driven fluctuation; or
 - (H) in any other situation agreed between the Employer and Union.
 - (ii) The contract of service for a fixed term employee will be for the term specified in the employee's letter of appointment.
 - (iii) A fixed term employee will be paid the rate of pay for the classification prescribed by this Agreement for the work performed, for the period of the employment.
 - (iv) A fixed term employee will be entitled to all the conditions of employment prescribed by this Agreement provided that no provision of, nor anything done, pursuant to this Agreement, will have the effect of extending the term of employment of a temporary employee.

- (f) Casual Employees
 - (i) The minimum period of engagement of a Casual Employee will be three hours on each engagement.

- (ii) A “Casual Employee” will mean an employee who is engaged to work for not more than five consecutive days.
- (iii) The casual loading payable is 25% in addition to the rates prescribed by Schedule A – Salaries.

9.2 Probation

- (a) An employee appointed by an Employer bound by this Agreement, will be on probation for a period not exceeding three months, unless otherwise determined by the Employer. However, employees appointed from within the Western Australian public sector who have prior permanent employment which is continuous, will not be required to serve a probationary period.
- (b) Prior to the expiry of a period of probation, the Employer will:
 - (i) confirm the appointment; or
 - (ii) terminate the services of the employee.

Provided that, prior to the expiry of the initial three month period of probation, an Employer may extend an employee’s period of probation for a further period not exceeding three months’ duration, but where this occurs, the Employer will notify the employee in writing of the extension and the reasons therefore.

- (c) At any time during a period of probation the Employer may annul the appointment and terminate the services of the employee. During a period of probation, the contract of service will be by the week and will be terminable by the giving of one weeks’ notice on either side or by the payment or forfeiture, as the case may be, of up to one weeks’ salary.

9.3 Employees may be directed to perform any job within their area of expertise and scope of activity up to and at the classification level to which they are appointed provided that they have the necessary skills and competencies.

9.4 The Employer is entitled to deduct payment for any day or part thereof where the employee does not perform all duties as directed, consistent with the employee’s classification, unless such non-performance is authorised in writing by the Employer.

9.5 Provision of Work

- (a) An employee if rostered, and presenting for work is not required, will be entitled to a minimum of eight hours’ at Ordinary salary and appropriate allowances as prescribed by Clause 22 – Fares and Travelling Allowances.
- (b) This subclause will not apply if an employee is not required by reason of inclement weather, in which case subclause 9.6 – Inclement Weather (as varied from time to time) will apply. Subclause 9.6 is derived from the provisions of Clause 16 – Inclement Weather of the Building Trades Award No. 31 of 1966.

9.6 Inclement Weather

- (a) Weather will not be regarded as inclement for the purposes of this clause unless the Employer and the employee agree it will be so regarded. Failing such agreement, the weather will not be regarded as inclement, work will continue, and employees will not be entitled to payment.
- (b) Any intermission of work owing to inclement weather will immediately cease and work will be immediately resumed on the Employer calling for a resumption of work.
- (c) The intermission of work by employees who would be exposed to or working in inclement weather, so regarded in accordance with this clause, will not be a ground for intermission of work in places where employees are not so exposed to or are not called upon by the Employer to work in such inclement weather.
- (d) Notwithstanding the provisions of subclause 9.8, an employee (other than a casual employee) will be paid at Ordinary salary for time lost through inclement weather, subject to payment for ordinary hours under this clause being limited to eight hours' ordinary pay in any one week of employment.

9.7 An employee will be guaranteed a full week's work provided that the Employer is entitled to deduct payment for any day or part thereof where:

- (a) an employee cannot be usefully employed due to strike action by any union or association, provided that employees who are required to attend for work and do so attend as required on any day, will be paid a minimum of one day's pay at Ordinary salary;
- (b) an employee is unable to work due to the breakdown of the Employer's machinery or through any stoppage of work by any cause which the Employer cannot reasonably prevent.

Provided that, in the case of wet weather, the decision as to whether it is too wet to work will rest with the Employer, however, wet weather will not affect an employee's entitlement to payment.

- (c) An employee not paid in accordance with subclause 9.7(a) or 9.7(b) will not lose benefits which the employee would ordinarily attract under this Agreement, provided that the employee resumes work as required after the stand down, and provided that the employee will not be entitled to payment for any public holiday occurring during the period of the stand down where the stand down occurs under subclause 9.7(a).

9.8 The Employer will be under no obligation to pay for any day, or portion of a day, not worked on which the employee is required to present themselves for duty and does not, except where the absence is due to illness and comes within the provisions of Clause 31 – Personal Leave or the absence is due to approved leave to which the employee is entitled under the provisions of this Agreement.

9.9 Termination of Employment

(a) Period of Notice

Subject to subclause 9.1 and 9.9(c), the Employer must not terminate an employee's employment unless the following periods of notice are given or an employee is paid compensation in lieu of notice. Provided that, by agreement between the Employer and employee, the notice or payment prescribed may be varied or waived. This requirement to pay notice does not apply to apprentices, casuals, or persons employed for a specified period of time.

Period of continuous service with the Employer	Period of Notice
Not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (b) The period of notice prescribed in subclause 9.9(a) is increased by one week if the employee is over 45 years old and has completed at least 2 years continuous service with the Employer, at the end of the day the notice is given.
- (c) This clause does not affect the Employer's right to dismiss an employee for misconduct and an employee so dismissed will be paid salary up to the time of dismissal only.

9.10 Written Statements

- (a) A dismissed employee may request in writing, a written statement from the Employer detailing the reason(s) for termination. The Employer will provide such statement within 14 days of receipt of the request. Provided that in the case of dismissal for misconduct, the reason for such dismissal must be given in writing.
- (b) A dismissed employee may make a written request to the Employer for a statement of service. The Employer will provide such statement within three working days following receipt of the request.

10. REVIEW OF FIXED TERM AND CASUAL EMPLOYMENT

- 10.1 (a) The Government recognises that fixed term contract and casual employment are required to allow flexibility in appropriate circumstances for both Employers and employees. The Employer will work towards minimising the use of these modes of employment so far as practicable, including by complying with this clause.
- (b) The review mechanisms and processes detailed in subclauses 10.2 and 10.3 are to be reviewed by the Parties over the life of this Agreement.

10.2 Review – Fixed Term Contract of Employment

- (a) For the purposes of this subclause:
- (i) an "eligible fixed term employee" is a fixed term employee:

- (A) who has completed two or more years of service in the same or a similar role under one or more fixed term contracts with the same Employer without a break in service; and
 - (B) who does not have a documented record of unsatisfactory performance in their role.
- (ii) a “break in service” is a break between contracts of more than two weeks, attributable to fluctuating demand or business need, or taken at the request of the employee.

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

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

(b) An Employer must, no later than three months after:

- (i) the date on which an employee became an eligible fixed term employee; and
- (ii) for an employee who continues to be employed on a fixed term contract in the same or a similar role without a break in service – each second anniversary of the date referred to in subclauses 10.2(b)(i);

review the contract and the actual circumstances of the work being performed by the employee at the time of the review to determine whether the fixed term employment meets a circumstance listed in subclause 9.1(e)(i).

- (c) If, after carrying out a review referred to in subclause 10.2(b), the Employer determines the fixed term employment does not meet a circumstance listed in subclause 9.1(e)(i), the Employer must appoint the employee permanently to the same position at their current FTE.
- (d) The requirement at subclause 10.2(c) does not apply if the Chief Executive (CE), or CE’s delegate, of the relevant Employer certifies in writing that the role performed by the fixed term employee can no longer be funded from within the Employer’s approved salary expense limits.
- (e) If, after carrying out a review referred to in subclause 10.2(b), the Employer determines the fixed term contract meets a circumstance listed in subclause 9.1(e)(i), the Employer must give the employee in writing no later than two weeks after the date of completing the review:
- (i) a statement of the review outcome and the reasons for it; and

- (ii) a plain-language summary of an Employer’s obligations under this subclause to appoint eligible fixed term employees to permanent employment, and the actions the employee can take if they disagree with the review outcome.
- (f) For the purposes of subclause 10.2(b), if an eligible fixed term employee is employed under multiple fixed term contracts with the same Employer, each contract and the circumstances of the work being performed under it is to be reviewed individually.

10.3 Review – Casual Employment

- (a) An Employer may only engage a person as a casual employee in the following circumstances:
 - (i) if the hours and patterns of work fluctuate substantially and are not regular and systematic; and
 - (ii) hourly, for a period of up to 5 consecutive days in each engagement; or
 - (iii) in any other situation agreed between the Employer and the Union.
- (b) For the purposes of this subclause:
 - (i) an “eligible casual employee” is an employee described as a casual employee who:
 - (A) has completed two or more years of service with the same Employer in the same or a similar role without a break in service; and
 - (B) does not have a documented record of unsatisfactory performance in their role.
 - (ii) a “break in service” is a period of more than 30 days during which a person is not engaged by the Employer to perform work, attributable to fluctuating demand or business need or taken at the request of the employee.

If a question arises in a dispute under this Agreement as to whether a break between contracts constitutes a break in service, it is the responsibility of the Employer to demonstrate the break was attributable to fluctuating demand or business need, or in response to an employee request, and was not imposed to avoid an obligation to review or permanently appoint an employee.
- (c) The Employer must review the circumstances of an eligible casual employee’s engagement to determine whether or not they meet a circumstance described in subclause 10.3(a) no later than three months after:
 - (i) the date on which the employee completes two years of service with the same Employer in a same or similar role without a break in service; and
 - (ii) for an employee who has continued to be engaged as a casual employee without a break in service – each second anniversary of the date referred to in subclauses 10.3(c)(i).

- (d) If, after carrying out a review referred to in subclause 10.3(c) above, the Employer determines an employee's engagement does not meet a circumstance listed in subclause 10.3(a), the Employer must:
 - (i) establish a new permanent position reflecting the duties of the casual role at the FTE equivalent to the average hours worked by the employee for the preceding six months, unless:
 - (A) the CE (or delegate) of the relevant Employer certifies in writing that the role performed by the employee:
 - has been wholly or substantially externally funded and the funding source will no longer be available; or
 - can no longer be funded from within the Employer's approved salary expense limits;
 - (B) the average weekly hours worked by the employee for the preceding six months are less than the minimum shift hours allowed to be worked by a permanent employee under this Agreement; and
 - (ii) no later than two weeks after the date of the review:
 - (A) advise the employee in writing of the review outcome and the reasons for it; and
 - (B) if the Employer has established a new position, and unless a circumstance in subclause 10.3(e) applies, offer the employee permanent appointment to the newly established position.
- (e) The employee whose engagement is the subject of a review resulting in the establishment of a new position is entitled to be appointed permanently to the position unless the employee is in Australia on a visa with a fixed duration.
- (f) If, after carrying out a review referred to in subclause 10.3(c), the Employer determines the casual engagement meets a circumstance described in subclause 10.3(a), the Employer must give the employee in writing no later than two weeks after the date of completing the review:
 - (i) a statement of the review outcome and the reasons for it; and
 - (ii) a plain-language summary of an Employer's obligations under this clause to establish permanent positions where employees have been working regular and systematic hours over a qualifying two-year period, and the actions the employee can take if they disagree with the review outcome.
- (g) If an employee does not accept an offer of permanent employment, the Employer may (at the Employer's discretion) continue to engage the employee as a casual employee in a different position, subject to the requirements of subclause 10.3(a).

11. SUPPORTED WAGE EMPLOYMENT

11.1 This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

- (a) In the context of this clause, the following definitions will apply:
- (i) “Supported Wage System” means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability as documented in “Supported Wage System Assessment Guidelines”.
 - (ii) “Accredited Assessor” means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.
 - (iii) “Disability Support Pension” means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.
 - (iv) “Assessment Instrument” means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
- (b) Eligibility Criteria
- (i) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
 - (ii) The clause does not apply to any existing employee who has a claim against the Employer which is subject to the provisions of worker’s compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.
 - (iii) The clause also does not apply to Employers in respect of their facility, program, undertaking, services or the like which receives funding under the *Disability Services Act 1993* (WA) and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension.
- (c) Supported Wage Rates

Employees to whom this clause applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity (subclause 11.1(d))	% of Prescribed Agreement Rate
10% *	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable will be not less than the amount prescribed by the relevant authority).

*Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

(d) Assessment of Capacity

For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (i) the Employer and the Union in consultation with the employee or, if desired by any of these; or
- (ii) the Employer and an Accredited Assessor from a panel agreed by the Parties to the Agreement and the employee.

(e) Lodgement of Assessment Instrument

- (i) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement wage to be paid to the employee, will be lodged by the Employer with the Registrar of the Commission.
- (ii) All assessment instruments will be agreed and signed by the parties to the assessment, provided that where a Union which is party to the Agreement, is not a party to the assessment, it will be referred by the Registrar to the Union by certified mail and will take effect unless an objection is notified to the Registrar within 10 working days.

(f) Review of Assessment

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

(g) Other Terms and Conditions of Employment

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

(h) Workplace Adjustment

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

(i) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an Employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- (iii) The minimum amount payable to the employee during the trial period will be no less than the amount prescribed by the relevant authority.
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the Employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under subclause 11.1(i)(ii).

PART 3 – HOURS OF WORK

12. HOURS OF WORK AND ROSTERING

- 12.1 Ordinary hours of work will be an average of 38 hours per week.
- 12.2 Ordinary hours of work will be worked as rostered, between 0600 hours and 1800 hours Monday to Friday, in 5 consecutive shifts of 7 hours and 36 minutes (exclusive of meal breaks).
- 12.3 The roster will be established and maintained by the Employer in accordance with the operational requirements of the Employer after consultation with the employees to whom the rosters apply.
- 12.4 The roster will be posted on each occasion at least 48 hours before it comes into operation, in a convenient place where it can be readily seen by the employees concerned.

12.5 Rostered work outside of the ordinary hours of work will attract the relevant shift penalties prescribed in Clause 14 – Shift Work. Unrostered work outside of the ordinary hours of work will attract the relevant overtime provisions prescribed in Clause 13 – Overtime.

12.6 Meal Breaks and Tea Breaks

- (a) An employee will take one unpaid meal break as near as reasonably practicable to the middle of each rostered shift. Meal breaks will be not less than 30 minutes and not more than 90 minutes in duration. Travelling time taken to reach the staff facility at which the meal break is taken will not exceed 10 minutes including “wash-up” time between the time of downing tools and commencing the meal break. Travelling time taken to return to the job and commence work after the completion of the meal break will not exceed 5 minutes.
- (b) An employee may take one paid refreshment break prior to the unpaid meal break and one paid refreshment after the unpaid meal break. Refreshment breaks will be taken on the job or at the staff facility closest to the location the employee is working and, in any event, will not exceed 10 minutes including “wash-up” time between the time of downing tools and resuming work.
- (c) An employee may determine the commencement time of refreshment breaks and the time and duration of the meal break provided that the timing and/or duration of the breaks do not interrupt the near completion of work, interfere with the completion of urgent work, interfere with the rectification of a breakdown of plant, or interfere with routine maintenance of plant which can only be done while such plant is idle.
- (d) Notwithstanding subclause 12.6(c) the Employer may from time to time roster meal and refreshment breaks if it is necessary for work to continue uninterrupted. Where the Employer so rosters the meal and refreshment breaks and an employee works in excess of six hours without a meal break the employee will be paid at overtime rates for the time worked in excess of six hours, until released from duty to commence the meal break.

12.7 Nothing in this Agreement will prevent the Parties from agreeing to alternative arrangements to regulate ordinary hours of work and rostering.

12.8 Requests for flexible working arrangements

- (a) A flexible work arrangement can include, but will not be limited to, changes to the employee’s location of work, as well as any method or mix of arrangements available under this Agreement including: a nine day fortnight; 19 day month; flexitime; employee initiated span of working hours; and modified standard ordinary hours.
- (b) For the purposes of this subclause:
 - (i) “Specified Circumstance” means:
 - (A) the employee is pregnant;

- (B) the employee is the parent of, or has responsibility for the care of, a child who is of compulsory school age (in accordance with the *School Education Act 1999* (WA)) or who is younger than that age;
 - (C) the employee is a carer (as defined in the *Carers Recognition Act 2004* (WA));
 - (D) the employee has a disability;
 - (E) the employee is 55 years of age or older;
 - (F) the employee is experiencing family and domestic violence, for which further provisions exist at subclause 53.26; or
 - (G) the employee provides care or support to a member of the employee's family or household who requires care or support because the member is experiencing family and domestic violence.
- (ii) "Reasonable business grounds" means:
- (A) the requested arrangement would be too costly for the Employer;
 - (B) there is no capacity to change the working arrangements of other employees to accommodate the requested arrangement;
 - (C) it would be impracticable to change the working arrangements of other employees, or recruit new employees, to accommodate the requested arrangement;
 - (D) the requested arrangement would be likely to result in a significant loss to the Employer's efficiency or productivity;
 - (E) the requested arrangement would be likely to have a significant negative impact on service delivery.
- (c) Where an employee seeks a flexible working arrangement as a result of a Specified Circumstance, the employee may make a request in writing which sets out:
- (i) the details of the flexible working arrangement sought, including the duration of the arrangement;
 - (ii) reasons for seeking that arrangement; and
 - (iii) which of the Specified Circumstances apply to the employee.
- (d) The Employer will not unreasonably refuse a request for flexible working arrangement. A request may only be refused if:
- (i) the Employer has discussed the request with the employee and genuinely tried to reach an agreement about making changes to the employee's working arrangements to accommodate the Specified Circumstances; and

- (ii) the Employer and employee have not reached such an agreement; and
 - (iii) the Employer has considered the consequences of the refusal for the employee; and
 - (iv) there are reasonable business grounds for refusing the request; or
 - (v) the employee has not completed at least 12 months of continuous service with the Employer prior to the request; or
 - (vi) the request would contravene the provisions of this Agreement.
- (e) The Employer must provide the employee with a written response within 21 days of the request. The response must:
- (i) state that the Employer grants the request; or
 - (ii) if, following discussions, the parties agree to alternative changes to the employee's working arrangements from those set out in the request – set out the agreed changes; or
 - (iii) state that the Employer refuses the request and:
 - (A) include details of the reasons for the refusal; and
 - (B) set out the particular business grounds for refusing the request and explain how those grounds apply; and
 - (C) set out any alternative changes in the employee's working arrangements that the Employer would be willing to make, or state that there are no such changes; and
 - (D) inform the employee of the dispute resolution procedure at Clause 65, including referral rights to the Commission.

12.9 Employee Initiated Span of Working Hours

- (a) Notwithstanding subclause 12.2, where the employee requests and the Employer approves, an employee may work their ordinary hours outside the span of 0600 hours to 1800 hours. Such an agreement will only be implemented at an employee's request.
- (b) Agreements under subclause 12.9 are to be in writing and must specify the duration of the agreement, and the times during which ordinary hours may be worked.
- (c) Where written agreement is reached between the Employer and an employee for the employee to work their ordinary hours outside the span of 0600 hours to 1800 hours, no overtime or shift penalties will be applied to those hours.
- (d) The Employer will not require an employee to work outside the span of 0600 hours to 1800 hours without the payment of the relevant overtime or shift penalties prescribed in subclause 12.5.

12.10 Notwithstanding the provisions of this clause ordinary hours of work may, by agreement between the Employer and employees, be worked as rostered in accordance with one of the following cycles:

(a) Nine day fortnight

(i) Rostered Day Off

Actual hours of 76 hours as rostered over nine days per fortnight with the tenth day to be taken as an unpaid Rostered day off.

The following provisions will apply to an employee working under this arrangement:

(A) Each employee will be allowed one Rostered day off each fortnight in accordance with a roster prepared by the Employer showing days and hours of duty and rostered days off for each employee.

A Rostered day off will be the first or last day of the week unless the Employer determines otherwise following consultation with the employees affected.

The Parties agree that where demonstrated operational efficiencies are achievable by programming rostered days off differently (i.e. over any combination of days of the week) a change to rostered days off can be implemented with the giving of reasonable notice.

Any dispute arising from the operation of this clause will be addressed in accordance with Clause 65 – Dispute Resolution Procedure.

In the event of a dispute normal rostering will continue whilst the dispute resolution procedure is followed.

(B) Annual Leave and Public Holidays

A 4 week annual leave entitlement is equivalent to 152 hours, the equivalent of eighteen rostered working days of 8 hours 27 minutes, and 2 rostered days off.

For the purposes of annual leave, a day will be credited as 8 hours 27 minutes.

(C) Overtime

The provisions of the relevant overtime clause will apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time, as rostered.

(D) Study Leave

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

(b) 19 day month

Actual hours of 152 hours as rostered over four weeks with the twentieth day to be taken as an unpaid Rostered day off. The following provisions will apply to an employee working under this arrangement:

(i) Rostered Day Off

Each employee will be allowed one Rostered day off each four week cycle in accordance with a roster prepared by the Employer showing days and hours of duty and rostered days off for each employee. A Rostered day off will be the first or last day of the week unless the Employer determines otherwise following consultation with the employees affected.

The Parties agree that where demonstrated operational efficiencies are achievable by programming rostered days off differently (i.e. over any combination of days of the week) a change to rostered days off can be implemented with the giving of reasonable notice.

Any dispute arising from the operation of this clause will be addressed in accordance with Clause 65 – Dispute Resolution Procedure.

In the event of a dispute normal rostering will continue whilst the dispute resolution procedure is followed.

(ii) Leave and Public Holidays.

A 4 week annual leave entitlement is equivalent to 152 hours, the equivalent of 19 rostered working days of 8 hours, and one Rostered day off.

For the purposes of annual leave, a day will be credited as 8 hours.

(iii) Overtime

The provisions of the relevant overtime clause will apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time, as rostered.

(iv) Study Leave

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

(c) The Employer will not withdraw from an agreement for ordinary hours to be worked in accordance with this subclause without prior consultation pursuant to Clause 58 – Introduction of Change.

12.11 Flexitime

Notwithstanding the provisions of this clause, flexitime may be worked by agreement between the Employer and employee(s), except where an employee is engaged pursuant to Clause 14 – Shift Work. All provisions of the Agreement continue to apply except where inconsistent with these provisions.

- (a) The working of flexitime arrangements will be subject to the following:
 - (i) The Employer will be responsible for authorising a flexitime roster. The roster will indicate minimum staffing requirements, any parameters relating to starting and finishing times, lunch break coverage and flexileave, the minimum operation parameters (MOPs).
 - (ii) The MOPs will be prepared after consultation with the employees to whom the roster applies.
 - (iii) Subject to subclause 12.10(a)(ii), MOPs may be varied to accommodate operational requirements.
- (b) Subject to there being work available to be done and subject to the employee being capable of undertaking the available work, an employee may select their own starting and finishing times within the parameters from time to time specified by the Employer. In the absence of such specification the following parameters will apply:
 - (i) Commencement of shift: 0600 to 0930 hours.
 - (ii) Minimum lunch break of 30 minutes to be taken within 6 hours of commencing work on any day.
 - (iii) End of Shift: 1500 to 1930 hours.
- (c) Hours of Duty

The ordinary hours of duty may be an average of 8 hours and 30 minutes per day, which may be worked with flexible commencement and finishing times in accordance with this clause, provided that:

- (i) an average of 38 hours per week will be worked;
- (ii) the maximum number of hours that can be worked on any day will be 10 hours;
- (iii) the minimum number of hours that can be worked on any day will be four hours;
- (iv) at no point will credit hours exceed 76 hours;
- (v) at no point will debit hours exceed 15 hours and 12 minutes;
- (vi) the ordinary hours of duty will be worked on Monday to Friday, unless agreed otherwise from time to time; and

- (vii) the settlement period will be four weeks, commencing at the beginning of a pay cycle.
- (d) Credit Hours
- (i) Credit hours worked in excess of the average of 38 hours per week to a maximum of 76 hours, are permitted at the end of each settlement period. Credit hours will be carried forward to the next settlement period.
 - (ii) Where an employee has credit hours in excess of 76 hours at the end of a settlement period, the employee will have one settlement period to reduce the credit hours to 76 hours. If the employee does not reduce the credit hours to at least 76 hours within the settlement period, the Employer may roster the employee off duty during the subsequent settlement period to bring credit hours down to 76 hours.
 - (iii) Where the credit hours of an employee are regularly in excess of 76 hours, the Employer may require the employee to revert to working rostered shifts.
 - (iv) Ordinarily, credit hours will be accessed as half days or single days off.
 - (v) Employees will be able to nominate the days upon which they will access their credit time, provided the nominated days accommodate the MOPs and provided the nominated days may be cancelled by the Employer in response to operational necessity.
 - (vi) The maximum number of days (or equivalent half days) which may be taken off in any settlement period will be four days (inclusive of days taken off by way of the nine day fortnight), except by agreement.
- (e) Debit Hours
- (i) Debit hours below the required average of 38 hours per week to a maximum of 15 hours and 12 minutes are permitted at the end of a settlement period. Debit hours will be carried forward to the next settlement period.
 - (ii) Where an employee has debit hours in excess of 15 hours and 12 minutes, the employee will have one settlement period to reduce the debit hours to at least 15 hours and 12 minutes. If the employee does not reduce the debit hours to at least 15 hours and 12 minutes within the settlement period, the Employer may roster the employee on duty for the regular Rostered day off without penalty to the Employer, to bring debit hours up to 15 hours and 12 minutes.
 - (iii) Where the debit hours of an employee are regularly in excess of 15 hours and 12 minutes, the Employer may require the employee to revert to working rostered shifts.

(f) Termination of Employment

- (i) Once an employee tenders notice of resignation, the employee will not work additional credit hours, other than where the employee's hours are in debit, except by agreement. Credit hours accrued after notice of resignation is tendered will not be paid out to an employee, except where the hours are worked by agreement.
- (ii) On termination, credit hours to a maximum of 76 hours will be paid out. Credit hours in excess of 76 will only be paid out in the instance where the employee has not been allowed by the Employer to clear it during the notice period.
- (iii) On termination, debit hours will be deducted from the employee's final pay.

(g) Rostered Shifts

- (i) Where an employee has been instructed to work a rostered shift, the appropriate overtime provisions will apply after 8 hours and 30 minutes of ordinary hours of work are worked on any day.
- (ii) An employee will be given not less than 48 hours' notice by the Employer of the requirement to work a rostered shift.
- (iii) Where less than the required notice is provided, an employee will be credited with one additional hour of credit.
- (iv) Notwithstanding the provisions of this subclause, the Employer will endeavour to provide staff with as much notice as possible of the requirement to work a rostered shift.

(h) All employees are required to record their daily hours of work on flex sheets. At the end of each settlement period, flex sheets are to be verified by the Supervisor. Flex sheets will be kept in a central location. Past flex sheets will be maintained by the Department and available for inspection by any person authorised to inspect them.

(i) Nothing in this clause will alter the Employer's pre-existing rights to determine work arrangements and the manner in which work is undertaken to suit the operational requirements of the Employer, including the making of provisions for attendance of employees for duty on Saturdays, Sundays or public holidays, the performance of shift work or the cancellation of flexible working hours, as provided for by the Agreement.

(j) For the purposes of this clause:

“Rostered shift” will mean any shift of 8 hours and 30 minutes of ordinary hours, the starting and finishing times of which are specified by the Employer, which the Employer instructs the employee to work.

13. OVERTIME

13.1 Overtime Rate

- (a) Work required by the Employer to be performed outside of the ordinary hours of work, will be paid for at the overtime rates of:
 - (i) double time and a half when carried out on a public holiday;
 - (ii) double time when carried out after 1200 hours on a Saturday, or any time on a Sunday; or
 - (iii) time and a half for the first two hours and double time thereafter at any other time.
- (b) Overtime on shift work will be based on the rate payable for shift work.
- (c) On the request of an employee, the Employer may grant time off in lieu of payment for overtime. Time off in lieu will be proportionate to the payment to which the employee is otherwise entitled.
- (d) The allocation of overtime will not be made on the basis of an employee's preference for payment or time off in lieu.

13.2 The provisions of this clause do not operate so as to require payment of more than double time rates, or double time and a half on a public holiday prescribed under this Agreement.

13.3 Each day stands alone in calculating overtime but if overtime continues beyond midnight on any day, time worked after midnight will be deemed part of the previous day's work.

- (a) An employee on overtime duty is entitled, where practicable, to have a minimum break of 10 hours before recommencing work on successive days.
- (b) In the event that the 10 hour break provided for in paragraph 13.3(a) is not available from the time the overtime duty was completed to the commencement of ordinary hours on the next succeeding day, the employee will be entitled to be absent from duty without loss of pay for any rostered ordinary hours until the employee has been provided with a continuous break of 10 hours.
- (c) Where an employee is directed by the Employer to recommence work after less than a 10 hour break, the employee will be paid at the rate of double time for all time worked thereafter until released from duty. The employee will be entitled to be absent until 10 hours off duty are observed.
- (d) For shift employees the period of 10 hours will be reduced to 8 hours when overtime worked:
 - (i) is due to a private arrangement between employees, or
 - (ii) is due to a shift employee not reporting for duty, or

(iii) is for the purpose of changing shift rosters.

(e) Subclauses 13.3(a) to (d) do not apply where an employee is recalled within three hours of the usual commencement time of their ordinary hours of duty and they have had a continuous break of at least 10 hours immediately prior to the commencement of recall duty.

(f) This subclause will not apply to casuals.

13.4 Subject to the provisions of subclauses 13.4(a) and 13.4(b) an employee who is recalled to work after leaving the workplace at the end of the shift will be paid a minimum of three hours at the relevant overtime rates prescribed in subclause 13.1(a).

(a) The employee will not be obliged to work for the full three hours if the work for which the employee was recalled is completed in less time.

(b) Time reasonably spent in getting to and from work will be counted as time worked. An employee will be paid in excess of the minimum of three hours where the addition of the time worked and the time spent travelling to and from work exceeds a total of three hours.

13.5 Employees in areas as agreed between the Parties may be rostered for stand by duty outside of the ordinary hours of work. In addition to any payment due under this Agreement for any overtime worked, each employee rostered for stand by duty will be paid:

(a) three hours pay at ordinary rates if rostered on any day Monday to Friday inclusive or if stand by rates are applicable on a rostered day off.

(b) four hours pay at ordinary rates if rostered on a Saturday or a Sunday.

(c) three hours pay at ordinary rates plus a day in lieu if rostered on a public holiday.

Provided that alternative arrangements may be agreed upon in writing, between the parties.

13.6 Work on a Rostered Day Off

(a) An employee required to work on a Rostered day off will be re-rostered for another day off at a mutually convenient time, in lieu of overtime rates prescribed in this clause.

(b) Provided that, should the Employer and employee so agree, the time involved may be treated and paid as overtime in accordance with the other provisions of this clause.

(c) Provided further, that the employee will be paid in accordance with the call out provisions of this subclause where called out on a Rostered day off and required to work for less than one complete day.

13.7 Meal Breaks During Overtime

(a) An employee required to work two hours or more overtime continuous with their rostered hours, which necessitates taking a meal break, will be paid a meal allowance of \$17.75 for each meal so required or may be provided with a meal ticket.

Provided that this subclause will not apply to an employee notified on the previous day of the requirement to work such overtime.

- (b) Where an employee so notified provides themselves with a meal and subsequently is not required to work overtime or is required to work less overtime than the period notified, the employee will be paid for each meal provided and not the required amount prescribed in subclause 13.7(a).

13.8 Overtime for Apprentices

- (a) Apprentices under 18 years of age will not be required to work overtime or shift work unless the employee so desires.
- (b) Apprentices will not, except in an emergency, work or be required to work overtime or shift work at times which would prevent attendance at their off-the-job training delivered by a registered training organisation, as required by any statute, award or regulation applicable to the apprentice.

13.9 When an employee, after having worked overtime and/or shifts for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the Employer will provide conveyance to the employee's home or the nearest public transport.

- (a) The Employer may require any employee to work reasonable overtime at overtime rates.
- (b) Unions party to this Agreement, and/or employees covered by this Agreement, will not in any way, directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this clause.

14. SHIFT WORK

14.1 Notwithstanding any other provision of this Agreement, shift work may be worked as rostered, but where the shift work is to be regular rostered shift work subject to subclauses 14.3 and 14.4, the Employer will notify the relevant Union party to this Agreement.

14.2 Shift Penalties

- (a) For the purposes of this subclause:
 - (i) "Afternoon shift" will mean a shift which commences at or after 1200 hours and before 1800 hours. Provided that an afternoon shift will not mean a shift which commences at or after 1200 hours and is completed at or before 1800 hours on that day.
 - (ii) "Night shift" will mean a shift which commences at or after 1800 hours and before 0600 hours.

- (b) Shift Penalty Rates
 - (i) The loading on the Ordinary salary for an employee who works an afternoon shift will be 15%.
 - (ii) The loading on the Ordinary salary for an employee who works a night shift will be 20%.
- (c) Subject to the provisions of this Agreement all work performed on a rostered shift, when the major portion of the shift falls on a Saturday, Sunday or a public holiday, will be paid for as follows:
 - (i) Saturday - at the rate of time and one half.
 - (ii) Sunday - at the rate of time and three quarters.
 - (iii) Public Holidays - at the rate of double time and a half.
 - (iv) These rates will be paid in lieu of the shift allowance prescribed in subclauses 14.2(a) and 14.2(b) of this clause.
- (d) Where an employee who is not regularly rostered to work afternoon, night or public holiday shifts, but is occasionally required to work such shifts, these shifts will attract the following penalty rates:
 - (i) Monday to Friday - at the rate of time and one half for the first two hours and double time thereafter.
 - (ii) Saturday and Sunday - at the rate of double time.
 - (iii) These penalty rates will be paid in lieu of the shift allowance prescribed in subclauses 14.2(a), 14.2(b) and 14.2(c).

This provision does not apply to a regular shift worker who works in accordance with a defined roster.
- (e) Time worked in excess of the ordinary working hours will be paid for at ordinary rates:
 - (i) If it is due to private arrangements between the employees themselves; or
 - (ii) If it does not exceed two hours and is due to a relieving person not coming on duty at the proper time; or
 - (iii) If it is for the purpose of effecting the customary rotation of shifts.

14.3 Shift Rostering

- (a) The employee's roster of working hours will be exhibited and will be readily available to employees and/or their nominated representative.
- (b) Broken shifts will not be worked.

- (c) No employee will be rostered to work more than 10 duties over a fortnightly period. In the case of employees working 10 hour night shifts a maximum of five consecutive shifts may be worked unless the employee requests and the Employer approves such a request. No employee will be required to work more than eight 10 hour shifts in any one fortnightly period.
- (d) Where practicable, an employee's ordinary hours of work will not be rostered over more than six consecutive days.
- (e) Each employee will be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, days off will be consecutive and will not be preceded by a night shift unless the employee is rostered to work an afternoon or night shift immediately following rostered days off.
- (f) An employee other than one engaged to work part time will not be required to work a combination of shifts exceeding all night, day or evening shifts or both day and evening shifts in either the first or second week of the roster.
- (g) The spread of hours of any one shift cannot exceed 10 hours, excluding meal breaks, unless an arrangement for the working of shifts of up to 12 hours is agreed in writing between the Employer and the relevant Union(s).
- (h) Subject to paragraph 14.3(g), any arrangement for the working of shifts up to 12 hours must adhere to the meal breaks provided at subclause 12.6.
- (i) An employee will not be rostered for duty until at least 10 hours have elapsed from the time the employee's previous shift ended.
- (j) Subject to the provision of a 10 hour minimum break between shifts, employees will be allowed to exchange shifts or days off with another employee, provided that the approval of the Employer has been obtained in writing before commencement of any such arrangement and that any excess hours worked as a result of exchanging shifts by the employees involved will not involve the payment of overtime or incur the Employer any additional expense.

14.4 Safe Rostering

- (a) The Employer recognises the importance of safe rostering practices. In setting a shift roster, the Employer and employees will give reasonable consideration to:
 - (i) the employee's health and safety;
 - (ii) the employee's start and finish times in the preceding week and month; and
 - (iii) breaks required to manage fatigue.

PART 4 – RATES OF PAY

15. PAYMENT OF SALARIES

15.1 Payment of Salaries

- (a) Each employee will be paid the annual salary, proportionate to hours worked, prescribed for their classification in Schedule A – Salaries.
 - (i) The weekly rate of pay will be calculated by dividing the prescribed annual salary by 52.1666.
 - (ii) The hourly rate of pay will be calculated by dividing the weekly rate of pay by 38.
- (b) Employee's annual salary will be paid in equal fortnightly instalments by direct funds transfer into an account nominated by the employee at an approved bank, building society or credit union.
- (c) Where exceptional circumstances exist and direct funds transfer is impractical, by agreement between the Employer and employee, payment by cheque may be made.

15.2 Deductions

- (a) Deductions for income tax, superannuation and such other purposes as may be prescribed by law, will be made automatically from the employee's pay.
- (b) Where the Employer and employee agree in writing, deductions for any other purpose may be made. The Employer may withdraw from any such agreement with four weeks' notice. The employee may direct that any such deductions will cease with one clear pay periods notice.

15.3 Payment on Ceasing Employment

An employee's final pay must be paid no later than the payday following their last day of employment, provided they have given the Employer the required notice. The employee will be paid their final pay by direct funds transfer into the employee's nominated account.

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

15.5 Employees who ceased employment prior to the date of registration of this Agreement are not entitled to wage increases under this Agreement.

16. CLASSIFICATION STRUCTURE

16.1 Employees will be appointed at the first salary increment for the position, unless the Employer deems a higher increment appropriate based on the employee's experience, skills and certifications.

16.2 Annual increments will be subject to the employee's satisfactory performance over the preceding 12 months and will be assessed according to the Employer's agreed system of performance appraisal.

16.3 Employees seeking to attain the relevant Advanced Skill or Advanced Trade classification will be required to successfully complete the Competency Based Assessment pursuant to subclause 55.4.

16.4 Classifications

(a) Non-Trade Qualified Level 1

Employees at this level will undertake basic and/or routine tasks, either in a team or under direct supervision, and assist other trades as directed. Positions at this level are not required to hold a trade qualification.

Employees will be employed in the position of:

- (i) Trades Assistant
- (ii) Builders Labourer.

(b) Non-Trade Qualified Level 2

Employees at this level perform a variety of skilled or semi-skilled duties involving the operation, maintenance and repair of plant, equipment or facilities, or general repairs. A trade qualification is not mandatory for employees paid pursuant to Level 2.1 to 2.4.

Employees will be employed in the position of:

- (i) Plant Operator; or
- (ii) Handyman.

(c) Trade Qualified Level 3

Employees at this level will hold a trade qualification in the areas of Painting, Carpentry or any other building trade not otherwise classified and be employed in the position of:

- (i) Painter;
- (ii) Carpenter;
- (iii) Plasterer; or
- (iv) Tradesperson.

(d) Trade Qualified Level 4

Employees at this level will hold a trade qualification and relevant licences to work in the areas of Electrical, Plumbing, or Mechanical and be employed in the position of:

- (i) Electrician;
- (ii) Mechanical Fitter;
- (iii) Motor Mechanic;
- (iv) Refrigeration Fitter/Mechanic; or
- (v) Plumber.

16.5 Classification Regression

Where an employee no longer holds the relevant qualification or is not competent to perform work for reasons which may include inability to meet the relevant licensing or certification requirements, failure to demonstrate required competencies or physical incapacity, regression to a lower classification may occur.

17. APPRENTICES

17.1 Apprentices may be taken in the ratio of one apprentice for every two or fraction of two (the fraction being not less than one) tradespersons and will not be taken in excess of that ratio unless:

- (a) The Union or Unions concerned so agree; or
- (b) The Commission so determines.

17.2 Where an apprentice's rostered day off duty as prescribed in Clause 12 – Hours of Work and Rostering falls within a period of block release, an alternative Rostered day off will be arranged at a mutually convenient time.

17.3 Salary

Term	Percentage of Tradesperson's Rate
(a) Four year term –	
First year	42
Second year	55
Third year	75
Fourth year	88

- (b) Three and a half year term –
- | | |
|---------------------|----|
| First six months | 42 |
| Next year | 55 |
| Next following year | 75 |
| Final year | 88 |
- (c) Three year term –
- | | |
|-------------|----|
| First year | 55 |
| Second year | 75 |
| Third year | 88 |
- (d) The Tradesperson’s rate is the following rate applicable to the trade which the employee is undertaking their apprenticeship for:
- (i) Painting, Carpentry, Plastering or any other building trade not specified in subclause 17.3(d)(ii) – Level 3.1 under this Agreement; or
 - (ii) Electrical, Mechanical, Refrigeration or Plumbing – Level 4.1 under this Agreement.

17.4 Notwithstanding any other provision of this Agreement, an apprentice 21 years of age or over will not be paid less than 75% of the Tradesperson’s rate.

17.5 If, through no fault of their own, an apprentice fails to attend a period of training in any week, fortnight or year as prescribed, that period will be made up during the final year of the apprenticeship if the Employer and the training authority so arrange.

17.6 An apprentice will be released to attend vocational classes or classes of instruction in accordance with the *Vocational Education and Training Act 1996* (WA), the *Vocational Education and Training (General) Regulations 2009* (WA) or the Training Contract as the case requires. Apprentices will be paid the Ordinary salary they would otherwise have been paid during the period they are released from work.

17.7 The provisions of this Agreement will be read in conjunction with the *Vocational Education and Training Act 1996* (WA) and the *Vocational Education and Training (General) Regulations 2009* (WA).

18. RECOVERY OF UNDERPAYMENTS AND OVERPAYMENTS

18.1 Underpayments

- (a) Where an employee is underpaid in any manner:
- (i) the Employer will, once the Employer is aware of the underpayment, rectify the error as soon as practicable;

- (ii) where possible the underpayment will be rectified no later than in the pay period immediately following the date on which the Employer is aware that an underpayment has occurred; and
 - (iii) where an employee can demonstrate that an underpayment has created serious financial hardship, the employee will be paid by way of a special payment as soon as practicable.
- (b) An Employer will compensate an employee for costs resulting directly from an underpayment, where it is proven that the costs resulted directly from the underpayment. This includes compensation for overdraft fees, dishonoured cheque costs, and dishonour fees related to routine deductions from the bank account into which an employee's salary is paid.
 - (c) Nothing in this clause will be taken as precluding the employee's legal right to pursue recovery of underpayments.

18.2 Overpayments

- (a) The Employer has an obligation under the *Financial Management Act 2006* (WA) to account for public monies. This requires the Employer to recover overpayments made to an employee.
- (b) Any overpayment will be repaid to the Employer within a reasonable period of time.
- (c) 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.
- (d) 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.
- (e) 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:
 - (i) the Employer may not deduct or require an employee to repay an amount exceeding 10% of the employee's net pay in any one pay period without the employee's agreement; and
 - (ii) where necessary, an Employer may deduct money over a period of time greater than the period of time over which the overpayment occurred.
- (f) 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 65 – Dispute Resolution Procedure. No deductions relating to the overpayment will be made from the employee's pay while the matter is being dealt with in accordance with the dispute resolution procedure.
- (g) Nothing in this clause will be taken as precluding the Employer's legal right to pursue recovery of overpayments.

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

19. SALARY PACKAGING

- 19.1 For the purposes of this Agreement, salary packaging will mean an arrangement whereby the wage or salary benefit arising under a contract of employment is reduced, with another or other benefits to the value of the replaced salary being substituted and due to the employee.
- 19.2 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.
- 19.3 The Employer will not unreasonably withhold agreement to salary packaging on request from an employee.
- 19.4 The Employer will not require an employee to enter into a salary packaging arrangement, provided that this clause will not impinge on any additional Employer provided benefits.
- 19.5 A salary packaging arrangement will be formulated and operate on the basis that, on balance, there will be no material disadvantage of the employee concerned, and will be cost neutral in relation to the total employment cost to the Employer.
- 19.6 A salary packaging arrangement must comply with relevant taxation laws and the Employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.
- 19.7 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee, or the provision of Employer benefits under the salary packaging agreement, such tax, penalties and any other costs will be borne by the employee.
- 19.8 An employee may elect to cancel any salary packaging arrangement by giving a minimum of four weeks' notice.
- 19.9 The Employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks' notice if the Employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the Employer cannot retrospectively cancel any salary packaging arrangement.
- 19.10 Notwithstanding subclauses 19.8 and 19.9, the Employer and the employee may agree to forgo the notice period.
- 19.11 The cancellation of salary packaging will not cancel or otherwise effect the operation of this Agreement.
- 19.12 For the purposes of this provision, any penalty rate, loading or other salary related allowances which would ordinarily be calculated on the basis of the salary rates expressed in Schedule A – Salaries, will continue to be so calculated despite an election to participate in any salary packaging arrangement.
- 19.13 For the purposes of this provision, Employer contributions to a complying superannuation fund will be made on the basis of pre-packaging salary rates. To avoid doubt, Employer

contributions will not be reduced as a result of an employee participating in salary packaging pursuant to this provision.

- 19.14 The Employer may at any time vary the range of benefits provided or the conditions under which benefits are provided however the Employer will not differentiate between different class of employees across the WA Health System in terms or range of benefits or the conditions under which benefits are provided.
- 19.15 If an employee is found to have committed misconduct in the claiming of a salary packaging benefit, without limiting any other action the Employer may take in respect of the misconduct, the Employer is entitled to prospectively cease to provide some or all salary packaging benefits either indefinitely or for any period determined by the Employer.

PART 5 – ALLOWANCES

20. HIGHER DUTIES ALLOWANCE

- 20.1 An employee who is required by the Employer to act in a position which attracts a higher rate of pay than the employee's Ordinary salary, will be paid higher duties based on the difference between the rates of pay and the proportion of the higher classified duties which were assigned, provided that:
- (a) An employee who undertakes higher duties for more than two hours in a shift will in addition be paid higher duties for the whole of the remainder of the shift.
 - (b) No higher duties allowance is payable to an employee who is required to act in a position solely because the substantive occupant is on a single Rostered day off.

21. LEADING HAND ALLOWANCE

- 21.1 An employee placed in charge of three or more other employees will, in addition to the employee's Ordinary salary, be paid –
- (a) Not less than 3 and not more than 10 other employees - \$62.00 per week.
 - (b) More than 10 and not more than 20 other employees - \$83.20 per week.
 - (c) More than 20 other employees - \$104.00 per week.
- 21.2 The rates herein prescribed will be deemed to form part of the ordinary rate of salary of the employees concerned for all purposes of this Agreement.
- 21.3 Nothing in the Agreement will require payment of a leading hand allowance to an employee placed in charge of other employees if that employee's classification defines the exercise of supervisory/leading hand duties.
- 21.4 The Allowances in this clause will be varied with any movement in the equivalent allowances in the WA Government Health Services Engineering and Building Services Award 2004.

22. FARES AND TRAVELLING ALLOWANCES

- 22.1 An employee will be paid for the excess period of travelling time at Ordinary salary where:

- (a) the employee is required to work at a location other than the employee's usual place of work; and
 - (b) the time taken in travelling from the employee's place of residence to work and/or return exceeds the time normally taken in travelling from the employee's place of residence to the usual place of work and/or return.
- 22.2 If the fares actually and reasonably incurred in travelling undertaken in accordance with subclause 22.1(a) exceed the fares normally paid by the employee in travelling from the place of residence and return, the Employer will pay the employee the difference in the amount of the fares.
- 22.3 Where an employee is required to take up duty away from headquarters on relief duty or to perform special duty, and necessarily resides temporarily away from the employee's usual place of residence, then the employee will be reimbursed reasonable expenses in accordance with the provisions of Clause 50 – Relieving Allowance of the Public Service Award 1992.
- 22.4 The provisions of this subclause apply to employees engaged for permanent employment at depots north of the 26th parallel of south latitude.
- (a) In this subclause, "fare" includes the cost of transporting any tools owned by an employee and required by them in their employment.
 - (b) Subject to the provisions of this subclause, the fare of an employee from the place of engagement to any place of employment will be paid by the Employer and the employee will be paid at Ordinary salary for not more than eight hours in any day for time spent in travelling to the place of employment, including time occupied in waiting for transport connections, but if the employee uses a mode of travel not approved by the Employer travelling time in excess of eight hours will not be allowed unless the Board of Reference otherwise determines.
 - (c) The amount of the fare paid by an Employer pursuant to subclause 22.4(b) may be deducted from the subsequent earnings of the employee concerned in such manner as is agreed in writing between the employee and the Employer.
 - (d) If an employee completes six months continuous service with an Employer or is dismissed before that time through no fault of their own, any amount deducted by that Employer from the employee's salary pursuant to subclause 22.4(c) will be refunded to the employee.
 - (e) The Employer will pay the fare of the employee from the place of employment to the place of engagement if the employment terminates and:
 - (i) the employee has completed 12 months continuous service with that Employer; or
 - (ii) the employee has completed six months continuous service with that Employer and is dismissed through no fault of their own.

- (f) Where an employee has completed six months continuous service and leaves for a reason deemed reasonable by their Employer they will be paid one-sixth of the fare referred to in subclause 22.4(e) for each month of service in excess of six months.

23. TRAVELLING ALLOWANCE

- 23.1 An employee who travels on official business approved by the Employer is entitled to reasonable accommodation, meal and incidental expenses on the following basis:
 - (a) Where travel occurs prior to the date of registration of this Agreement, reimbursement will be in accordance with Clause 22 – Travelling Allowance and Schedule B – Travelling, Transfer and Relieving Allowance of the WA Health System Engineering and Building Services Industrial Agreement 2023.
 - (b) Where travel occurs on and from the date of registration of this Agreement, claims for expenses will be in accordance with this clause.
- 23.2 When a trip necessitates an overnight stay away from headquarters and the employee is supplied with accommodation and meals free of charge, they are entitled to the rate in Column A, Item (1) of Schedule B – Travelling, Transfer and Relieving Allowance for incidental expenses. Where only some of an employee’s meals are supplied, they are entitled to the rate in Column A, Item (1), and the applicable rate in Column A, Item (8) for each meal that is not supplied.
- 23.3 When a trip involves an overnight stay away from headquarters and the employee is fully responsible for their own accommodation, meals and incidental expenses:
 - (a) where hotel, motel, serviced apartment or short-term rental accommodation is used, the employee is entitled to the applicable rate in Column A, Items (2) to (6) of Schedule B – Travelling, Transfer and Relieving Allowance; or
 - (b) where accommodation other than that listed in subclause 23.2(b), or subclauses 42(1)(a) and 42(1)(c) of the Public Service Award 1992 is used, the employee is entitled to the rate in Column A, Item (7) of Schedule B – Travelling, Transfer and Relieving Allowance.
- 23.4 When a trip involves an overnight stay away from headquarters and the employee is supplied with accommodation only free of charge, they are entitled to the rate prescribed in Column A, Item (7) of Schedule B – Travelling, Transfer and Relieving Allowance.
- 23.5 When an employee is required to travel on official business to or from a place outside a radius of 50 kilometres from the employee's headquarters, and the trip does not involve an overnight, the employee is entitled to:
 - (a) the rate in Column A, Item (1) of Schedule B – Travelling, Transfer and Relieving Allowance for incidental expenses; and
 - (b) the applicable rate in Column A, Item (8) of Schedule B – Travelling, Transfer and Relieving Allowance for meal expenses, on a pro rata basis, according to the meals the employee would ordinarily consume during the relevant times they are travelling.

- 23.6 Where an employee departs from headquarters before 8:00 am and does not arrive back at headquarters until after 11:00 pm on the same day, subclause 23.5 does not apply. Instead, officers are entitled to the applicable rate in Column A, Items (2) to (6) of Schedule B – Travelling, Transfer and Relieving Allowance.
- 23.7 When it can be shown to the satisfaction of the Employer by the production of receipts that the rates in Schedule B - Travelling, Transfer and Relieving Allowance do not cover an employee's reasonable expenses for a whole trip, the employee will be reimbursed the excess expenditure.
- 23.8 In addition to the rates contained in Schedule B – Travelling, Transfer and Relieving Allowance, an officer will, on the production of receipts, be reimbursed reasonable incidental expenses, including train, bus and taxi or ride share fares, official telephone calls, laundry and dry-cleaning expenses.
- 23.9 Where, due to an employee's lack of proximity to an airport or train station, overnight accommodation is required before commencing official business travel on early morning transport, the officer will be supplied with accommodation at no charge.
- 23.10 The payment of allowances under this clause will not be suspended should an employee become ill whilst travelling, provided leave for the period of such illness is approved in accordance with provisions of Clause 31 – Personal Leave, and the employee continues to incur accommodation, meal and incidental expenses.
- 23.11 Where an employee is entitled to an allowance under this clause, the employee may request that the allowance be paid:
- (a) as a lump sum for the entire period of official travel; and
 - (b) in advance of the employee travelling.

The Employer must give reasonable consideration to the employee's request and advise the employee of its decision before the official business travel commences.

- 23.12 Where an employee is relieving at or temporarily transferred to any place within a radius of 50 kilometres from the employee's headquarters and they are directed to travel on official business within that area, making them absent from their temporary headquarters over the usual midday meal period (12:00 pm – 2:00 pm), the employee is entitled to the rate prescribed in Column A, Item (9) of Schedule B – Travelling, Transfer and Relieving Allowance for a midday meal, provided that:
- (a) travel is not a normal requirement of the employee's duties and is not within the suburb in which the employee resides; and
 - (b) the employee's total reimbursement under this subclause for any one pay period does not exceed the amount prescribed by Item (10) of Schedule B – Travelling, Transfer and Relieving Allowance.
- 23.13 The allowances under Schedule B – Travelling, Transfer and Relieving Allowance reflect the 'reasonable amounts' specified in Tables 3 and 4 of the Australian Taxation Office Taxation Determination 2025/4 (ATO TD).

- 23.14 The Executive Director, Government Sector Labour Relations of the Department of Local Government, Industry Regulation and Safety will issue an annual circular to update the allowances under Schedule B – Travelling, Transfer and Relieving Allowance in accordance with movements in the ATO TD.
- 23.15 If the rates in the ATO TD are reduced in any year, the previous year’s rates will continue to apply until higher rates are prescribed in a subsequent ATO TD.

24. MOTOR VEHICLE ALLOWANCE

- 24.1 Where an employee is required and authorised to use their own motor vehicle in the course of their duties, an employee will be paid an allowance not less than that provided for in the table set out hereunder. Notwithstanding anything contained in this subclause, the Employer and the employee may make any other arrangement as to car allowance not less favourable to the employee.
- 24.2 Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein will be made at the appropriate rate applicable to each of the separate areas traversed.
- 24.3 A year, for the purpose of this clause, will commence on the 1st day of July and end on the 30th day of June next following.

Rates of Hire for use of Employee’s Own Vehicle on Employer’s Business			
Area and Details	Rate (cents) per kilometre		
	Engine Displacement (in Cubic Centimetres)		
Distance Travelled Each Year of Employer’s Business	Over 2600cc	Over 1600cc – 2600cc	1600cc and under
Metropolitan Area	89.5	64.5	53.2
South-west Division	91.0	65.4	54.0
North of 23.5 South Latitude	98.6	70.6	58.3
Rest of the State	94.3	67.5	55.6
Motor Cycle (in all areas)	31.0 cents per kilometre		

- 24.4 “South-west Division” means the South-west Division as defined in Schedule 1 – Divisions of State of the *Land Administration Act 1997* (WA) excluding the area contained within the Metropolitan Area.
- 24.5 The allowances in this clause will be varied with any movement in the equivalent allowances in the Public Service Award 1992.

25. DISTRICT ALLOWANCE

- 25.1 The District Allowance (Government Officers) General Agreement 2010 applies to persons employed under this Agreement.

26. UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

26.1 Uniforms and Protective Clothing

- (a) The Employer will supply and the employee will wear such protective clothing and footwear as is required.
- (b) The Employer may supply uniforms and may require them to be worn at all times when considered necessary by the Employer, in sufficient quantity to ensure a clean uniform per shift.
- (c) Protective clothing or uniforms supplied under subclauses 26.1(a) or 26.1(b) will remain the property of the Employer.
- (c) All washable clothing forming part of the uniforms or protective clothing supplied by the Employer will:
 - (i) be laundered free of cost to the employee; or
 - (ii) in lieu of such free laundering the employee may be paid the following allowance per week:

Existing rate	On and from 1 January 2025
\$4.98	\$5.55

- (e) The standard uniform issued may be varied by agreement between the Employer and the Union(s).
- (f) By agreement, on an HCU basis, the parties may agree on alternative arrangements for the provision and laundering of uniforms and protective clothing at each HCU.
- (g) HCU specific arrangements for the provision and laundering of uniforms and protective clothing as at the date of registration of this Agreement will not be changed by the Employer without prior consultation.

26.2 Personal Protective Equipment

- (a) The Employer will make available a sufficient supply of personal protective equipment for use by employees when engaged on work for which such personal protective equipment is reasonably necessary, and employees will be required to appropriately use such protective equipment, in accordance with the requirements of the *Work Health and Safety (General) Regulations 2022 (WA)*.
- (b) An employee will not lend another employee any personal protective equipment issued to the first mentioned employee.

26.3 Change Room

A suitable and convenient change room will be available for employees to use. The change room will not be used for storing noxious materials.

27. SPECIAL RATES AND PROVISIONS

27.1 Disability Allowances

(a) Except as otherwise provided in this clause, the annual base salaries prescribed in this Agreement incorporate a commuted allowance which is in full substitution for all disability allowances and other special rates and provisions.

(b) Polychlorinated Biphenyls:

Employees required to remove or handle equipment or fittings containing polychlorinated biphenyls (PCBs), for which protective clothing must be worn, will be paid an allowance of \$3.12 for each hour or part thereof whilst so engaged.

(c) Asbestos:

(i) Employees required to use materials containing asbestos or to work in close proximity to employees using such materials will be provided with and will use all necessary safeguards as required by the appropriate work health and safety authority.

(ii) Employees engaged in a work process involving asbestos who wear the required personal protective equipment will be paid an allowance of \$1.04 per hour for each hour or part thereof whilst so engaged.

(d) Furnace Work

Employees engaged in the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles, steam generators, heat exchangers and similar refractory work or on underpinning will be paid \$2.27 per hour or part thereof whilst so engaged.

(e) Construction Allowance

(i) In addition to the appropriate rate of pay prescribed in Schedule A – Salaries, an employee will be paid –

(1) \$68.50 per week if engaged on the construction of a large industrial undertaking or any large civil engineering project.

(2) \$61.90 per week if engaged on a multi-storey building but only until the exterior walls have been erected, the windows completed and a lift made available to carry the employee between the ground floor and the floor upon which the employee is required to work. A “multi-storey building” is a building which, when completed, will consist of at least five stories.

(3) \$36.20 per week if engaged otherwise on Construction work.

(ii) The rates specified in subclause 27.1(e)(i) will be discounted by \$28.10 per week, the amount of the commuted allowance granted under subclause 27.1(a).

(f) Asbestos Eradication

- (i) This subclause will apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Agreement.
- (ii) For the purposes of this clause “asbestos eradication” means work on or about buildings, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.
- (iii) All aspects of asbestos work will meet, as a minimum standard, the provisions of the Code of Practice: How to manage and control Asbestos, and the Code of Practice: How to safely remove asbestos, as varied from time to time, for the safe demolition/removal of asbestos or asbestos containing materials.

Without limiting the effect of the above provision, any person who carries out asbestos eradication work will do so in accordance with the legislation/regulations prescribed by the appropriate authorities.

- (iv) An employee engaged in asbestos eradication (as defined) will receive an allowance of \$2.26 per hour worked in lieu of rates prescribed in subclause 27.1(c).
 - (v) Respiratory protective equipment, conforming to the relevant parts of the appropriate Australian Standard (i.e. AS/NZ 1716:2012 Respiratory protective devices, or its equivalent) will be worn by all personnel during work involving eradication of asbestos.
- (g) Where more than one of the disabilities entitling an employee to extra rates exists on the same job the employee will be paid only the highest rate for the disabilities so prevailing.

27.2 Tools – Allowances and Provisions

- (a) The salary of all tradespersons employed under this Agreement incorporates a tool allowance for the purpose of such tradesperson supplying and maintaining tools ordinarily required in the performance of work as a tradesperson.
- (b) The salary of all apprentices incorporates the percentage which appears against the relevant year of apprenticeship in subclause 17.3 of the appropriate tradespersons tool allowance.
- (c) The tool allowance prescribed in subclause 27.2(a) includes an amount for the purpose of enabling employees to insure their tools against loss or damage by theft or fire.
- (d) Apprentice Tool Kits
 - (i) On commencement of an apprenticeship, the Employer will provide an apprentice with a basic tool kit, the composition of which will be agreed in writing between the parties.

- (ii) The tool kit provided in accordance with subclause 27.2(d)(i) will remain the property of the Employer until, on successful completion of the apprentice's indenture, it will become the property of the apprentice, without deduction.
- (iii) Any dispute regarding the composition of the tool kit will be addressed through the procedures contained in Clause 65 – Dispute Resolution Procedure.
- (e) The Employer will provide, for the use of tradespersons or apprentices, all necessary power tools, special purpose tools and precision measuring instruments.
- (f) A tradesperson or an apprentice will replace or pay for any tools supplied by the Employer, if lost through the negligence of such employee.
- (g) An employee in receipt of a tool allowance will provide themselves with all necessary tools kept in suitable condition for the performance of the work.
- (h) Storage of Tools
 - (i) The Employer will provide a waterproof and reasonably secure place on each job where the employees' tools (when not in use) may be locked up apart from the Employer's plant or material.
 - (ii) The Employer will indemnify an employee in respect of any tools of the employee stolen if the Employer's failure to comply with this clause is a material factor in contributing to the theft of the tools.

27.3 Licences – Allowances and Provisions

- (a) Plumbing Trade Allowance, Industry Allowance, Electrical Trade Allowance, and Hospital Environment Allowance

The rate of salary and allowances specified in Schedule A – Salaries incorporates:

- (i) an amount in substitution of payment of the Plumbing Trade Allowance as defined at subclause 4.2.11 of the Building Trades (Government) Award 1968;
- (ii) an amount in substitution of payment of the Industry and Hospital Environment Allowances as defined in the Building Trades (Government) Award 1968 and the Engineering Trades (Government) Award 1967;
- (iii) an amount in substitution of the payment of Electrical Licence Allowance as defined at subclause 17.22 of the Engineering Trades (Government) Award 1967.

(b) Permit Work

Any licensed plumber called upon by the Employer to use the licence issued to them by the Plumbers Licensing Board, or any constituent body replacing the Board, for a period in any one week will be paid as follows for that week in addition to the rates otherwise prescribed:

Existing rate	On and from 1 Jan 2025	On and from 1 Jan 2026	On and from 1 Jan 2027
\$76.80	\$80.60	\$83.80	\$86.70

(c) Scaffolding Certificate Allowance

A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by an accredited training provider and is required to act on that certificate whilst engaged on work requiring a certified person will be paid \$0.83 per hour or part thereof in addition to the rates otherwise prescribed in this Agreement.

(d) Nominee Allowance

A licensed electrician who acts as nominee for the Employer will be paid an allowance per week as follows:

Existing rate	On and from 1 Jan 2025	On and from 1 Jan 2026	On and from 1 Jan 2027
\$76.80	\$80.60	\$83.80	\$86.70

(e) Refrigerant Handling Allowance

A licensed refrigeration and air conditioning fitter or mechanic, who is required in their position to hold both a restricted electrical worker's license issued by the Electrical Licensing Board and RAC01 – refrigerant handling license issued by the Australian Refrigeration Council, will receive the annual allowance detailed in the table below, to be paid on a fortnightly basis:

Existing rate	On and from 1 Jan 2025	On and from 1 Jan 2026	On and from 1 Jan 2027
\$277.50	\$291.00	\$303.00	\$314.00

- (i) the allowance will be paid to part time employees on a pro rata basis according to hours worked.
- (ii) the allowance will continue to be paid during all periods of paid leave.
- (iii) where the employee is eligible for the annual allowance specified in subclause (2) of Schedule A – Salaries, the Refrigerant Handling Allowance will not be payable.

(f) Setter Out

A setter out (other than a leading hand) in a joiner's shop will be paid \$8.00 per day in addition to the rates otherwise prescribed.

27.4 General

The work of an electrician will not be tested by an employee holding a lower grade licence.

PART 6 – LEAVE

28. ANNUAL LEAVE

The provisions of this clause do not apply to casual employees.

28.1 Employees will receive 20 days of paid annual leave, excluding public holidays, for each period of 12 months continuous service.

28.2 An additional five days of paid annual leave will be granted:

- (a) To a shift employee regularly rostered to work on Sundays and public holidays.
- (b) To a continuous shift worker.

Provided that where an employee is rostered in this manner for only part of the 12 month qualifying period, this entitlement will accrue at the rate of 3.65 hours of pay for each completed week the employee is continuously so engaged, and this accrual will be in lieu of the leave accrual granted by subclause 28.3.

28.3 Employees' annual leave entitlement will accrue pro rata on a weekly basis, being 2.92 hours pay per week of continuous service, and be cumulative from year to year.

28.4 With the Employer's agreement, an employee may be allowed to take annual leave before it has accrued.

28.5 Annual leave will be taken at times agreed between the employee and the Employer. In reaching such agreement equal consideration will be given to the needs of the employee and the operational convenience of the Employer.

28.6 Employees will be entitled, after the end of each period of 12 months continuous service and before the completion of the subsequent period of 12 months continuous service, to take annual leave in one continuous period of 4 weeks or in two separate periods of not less than 2 weeks on each occasion.

28.7 If the Employer and the employee agree annual leave may be taken in any number of periods of not less than one day on each occasion.

28.8 Should any public holidays fall within an employee's period of annual leave, and is observed on a day which in the case of that employee would have been an ordinary working day, the employee:

- (a) is taken not to be on paid annual leave or paid personal leave on that public holiday; and
 - (b) is entitled to be absent from work on that public holiday; and
 - (c) is entitled to be paid for that public holiday in accordance with Clause 30 – Public Holidays.
- 28.9 Employees will take unused annual leave accrued during a period of 12 months continuous service before the completion of the subsequent period of 12 months continuous service, if required by the Employer on the giving of reasonable notice.
- 28.10 An employee will be paid, when on leave, the rate of pay the employee received for the greatest proportion of the calendar month prior to taking the leave.
- 28.11 An employee will be paid for each period of annual leave at the time of taking the leave, if the employee so elects.
- 28.12 The annual base salaries prescribed in this Agreement incorporate a commuted allowance which is in substitution for leave loading. Leave entitlements utilised during the life of this Agreement, including credits accrued prior to the commencement of this Agreement, will not otherwise attract leave loading.
- 28.13 Nothing in this Agreement will prevent an employee, with the consent of the Employer, from accumulating and carrying forward any portion of the employee's annual leave entitlements from one year to the next.
- 28.14 The Employer will not unreasonably withhold consent for the accumulation of up to 40 days of paid annual recreation leave for the purpose of taking extended leave in a particular year.
- 28.15 Annual leave will continue to accrue during periods of annual leave, public holidays, long service leave and paid personal leave provided that:
- (a) In the case of long service leave, only for up to a maximum period of absence of three months, but where long service leave on half pay is taken, annual leave will accrue proportionally over any period of leave which does not exceed the equivalent of three months on full pay.
- 28.16 Annual Leave Payout or Recovery on Termination.
- (a) Any accrued and pro rata leave which has not been taken will be paid on termination of employment.
 - (b) Pro rata leave will not be paid where employment is terminated for misconduct or other grounds that justify summary dismissal.
 - (c) If at termination an employee has taken more leave than has been accrued, the employee will pay back that leave. The Employer may deduct any money owing from the employee's final pay.

28.17 An employee who works an average of a 38 hour week and who accumulates a Rostered day off, will be required to take one period of annual leave to include a rostered day off duty. The rostered day off duty will not attract additional pay or leave in lieu of that rostered day off.

28.18 In addition to the leave prescribed in this clause, employees working north of 26 degrees south latitude will receive an additional 5 working days annual leave on the completion of each year of continuous service in the region. Annual leave loading is not payable on this additional leave.

Leave Options

28.19 Notwithstanding the terms specified elsewhere in this Agreement, the following leave options are available to employees.

28.20 To exercise one or more of the options specified in subclauses 28.21 to 28.24 inclusive, an employee must make written application in the manner prescribed by the Employer.

28.21 Purchased leave

- (a) In addition to annual leave, at the request of an employee the Employer may agree to an arrangement (“the arrangement”) whereby the employee can agree to take a reduced salary spread over the 52 weeks of the year and receive the following amounts of purchased leave:

Number of Weeks’ Salary Spread Over 52 Weeks	Number of Weeks’ Purchased Leave
42 weeks	10 weeks
43 weeks	9 weeks
44 weeks	8 weeks
45 weeks	7 weeks
46 weeks	6 weeks
47 weeks	5 weeks
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- (b) Purchased leave will not accrue from one year to the next, provided that the employee is entitled to be paid in lieu of purchased leave not taken at the end of the accrual year.
- (c) Both the agreement to the arrangement and the time at which the additional leave is taken will be dependent on the operational requirements of the department where the employee works at the particular time.
- (d) Unless otherwise agreed between the employee and the Employer, an employee who enters into an arrangement under this subclause does so in blocks of 12 months.
- (e) For the purposes of this subclause and without limiting the meaning of the term, “operational requirements” may include the:

- (i) availability of suitable leave cover, if required;
 - (ii) cost implications;
 - (iii) impact on client/patient service requirements;
 - (iv) impact on the work of other employees; and
 - (v) employee's existing leave liabilities.
- (f) The portion of the employee's salary to be forfeited will be calculated as a fortnightly amount and their fortnightly salary will be decreased by that amount for the duration of the arrangement.
 - (g) All annual leave taken during the course of the arrangement will be paid at the reduced rate.
 - (h) The additional leave will continue to accrue while the employee is on leave during the course of the arrangement.
 - (i) The reduced salary will be used for all purposes during the course of the arrangement.
 - (j) The additional leave will not attract leave loading.

28.22 Double leave or double pay

Subject to operational requirements as defined in subclause 28.21(e), and with the agreement of the Employer, an employee may elect to take:

- (a) twice the period of any portion of their annual leave, including any time in lieu taken as leave, at half pay; or
- (b) half the period of any portion of their annual leave, including any time in lieu taken as leave, at double pay.

28.23 Less leave, more pay and cashing out

- (a) Unless otherwise agreed by the Employer, arrangements under this subclause will be for periods of 12 months.
- (b) Provided that at the commencement of each 12 month block of this arrangement an employee has a minimum of 4 weeks of annual and/or long service leave available to be taken in that year, the employee may choose to forfeit the accrual of 1 or 2 weeks annual leave in favour of receiving additional salary to the equivalent value of the leave that has been forfeited ("the arrangement").
- (c) The increased salary will be used for all purposes during the course of the arrangement.

- (d) The Employer and the employee may agree in writing that the employee may have part of their entitlement to accrued annual leave paid out at the rate at which the leave is payable at that time. Such agreement will not be unreasonably withheld.
- (e) There will be no limit on the amount of accrued leave that may be paid out pursuant to subclause 28.23(d), provided that the balance of leave entitlements will allow for a minimum of four weeks leave to be taken in the anniversary year in which the payment is made. Leave already taken during the anniversary year in which the payment is made may be counted towards the minimum four weeks leave requirement.

28.24 Deferred Salary Scheme for 12 Months Leave

- (a) By written agreement between the Employer and the employee an employee may enter into a deferred salary scheme over a five year period in which the employee may be paid 80% of their base salary over a four year period with the unpaid component accrued over the four years and paid out in equal instalments during the fifth year.
- (b) For the purpose of this clause, base salary will include commuted allowances where applicable.
- (c) The fifth year will be treated as continuous service but will not count as service for the purpose of accruing leave entitlements.
- (d) Access to the leave when it falls due will not be unreasonably refused by the Employer but in any case the leave may only be deferred by agreement between the Employer and employee.
- (e) When deciding whether to support a particular request for this arrangement, the Employer will take into account factors such as operational requirements. In order to satisfy operational requirements, the number of employees allowed to work under the arrangement may be restricted at any one time and or the timing of the arrangement may need to be staggered.
- (f) By agreement the four year accrual period may be suspended. The employee will revert back to 100% of salary or access leave without pay, provided that such non-participatory periods will not exceed six months except where longer periods of unpaid leave are otherwise prescribed by this Agreement (e.g. Parental Leave), where the non-participatory period will not exceed 12 months. In the event that a four year accrual period is suspended, either:
 - (i) The commencement of the leave year will be delayed by the length of the non-participatory period by agreement between the Employer and the employee; or
 - (ii) if the commencement date of the fifth year is not delayed, the salary paid in the fifth year is to be proportionally reduced.

- (g) Where an employee withdraws from this arrangement in writing, or the employee's contract of employment terminates for any reason, the employee will receive a lump sum equal to the accrued credit. The payment of the lump sum may be deferred for a period of up to three months upon the employee's request, provided that where the contract has terminated the payment will be made in their final pay.
- (h) Any paid leave taken during the first four years of this arrangement will be paid at 80% of the employee's base salary.

28.25 It is the responsibility of the employee to investigate the impact of any of the arrangements under this clause on their allowances, superannuation and taxation, and the options, if any, available for addressing these.

28.26 Secondary Employment during Deferred Salary Arrangements

Pursuant to section 102 of the *Public Sector Management Act 1994* (WA), employees must seek Employer approval to engage in secondary employment during the fifth year of a deferred salary arrangement.

29. ANNUAL LEAVE TRAVEL CONCESSION

29.1 Employees stationed in remote areas

- (a) The travel concessions contained in the following table are provided to employees and their dependants when proceeding on annual leave from headquarters situated in District Allowance Areas 3, 5 and 6, and in that portion of Area 4 located north of 30° South latitude as provided for within Schedule D – Annual Leave Travel Concession Map.

	Approved Mode of Travel	Travel Concession	Travelling Time
(i)	Air	Air fare for the employee, and their dependants	One day each way
(ii)	Road	Full voluntary use of a motor vehicle allowance rate, but reimbursement not to exceed the cost of the return air fare for the employee and dependants, travelling in the motor vehicle.	On or North of 20° South Latitude - two and one half days each way. Remainder - two days each way.
(iii)	Air and Road	Full voluntary use of a motor vehicle allowance rate for car trip, but reimbursement not to exceed the cost of the return air fare for the employee. Air fares for dependants.	On or North of 20° South Latitude - two and one half days each way. Remainder - two days each way.

- (b) Employees are required to serve 12 continuous months in these areas before qualifying for travel concessions. However, employees' who have less than 12 months Continuous service in these areas and who are required to proceed on annual leave to suit the Employer's convenience will be allowed the concession. The concession may also be given to an employee who proceeds on annual leave before completing 12 continuous months service provided that the employee returns to the area to complete the 12 continuous months service at the expiration of the period of leave and should such employee not return or complete the required service the Employer may recover the value of the concession provided.

29.2 Additional conditions

- (a) The Employer will provide the concession by paying or reimbursing costs of annual leave travel for the employee and their dependants travelling with the employee up to the cost of the fully flexible Government rates or equivalent return economy airfares to Perth as at 1 July each year, inclusive of GST, for the employee and their dependants. Upon request, the Employer will provide the Union with a schedule of the fares used for the purposes of this subclause.
- (b) Where an employee elects to use transport other than their own, the Employer may require that the travel be booked through the Employer and where the cost of the fare exceeds the maximum provided for in subclause 29.2(a) the Employer may require payment, or consignment of equivalent leave payments for the difference.
- (c) An employee travelling other than by air is entitled to payment of the travel concession calculated in accordance with this clause prior to the commencement of their leave.
- (d) Only one annual leave travel concession per employee or dependant per annum is available.
- (e) For the purposes of determining eligibility for Annual Leave Travel Concession, a dependant will mean:
 - (i) a Partner; and/or
 - (ii) any child who relies on the employee for their main financial support; who does not have an equivalent entitlement of any kind.
- (f) For the purposes of the definitions at subclause 29.2(e), 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.

29.3 Travel concessions not utilised within 12 months of becoming due will lapse.

29.4 Part time employees are entitled to travel concessions on a pro rata basis according to the usual number of hours worked per week.

29.5 Travelling time will be calculated on a pro rata basis according to the number of hours worked.

29.6 Employees whose headquarters are located 240 kilometres or more from Perth

Employees, other than those designated in subclause 29.1 whose headquarters are situated 240 kilometres or more from the Perth General Post Office and who travel to Perth for their annual leave may be granted by the Employer reasonable travelling time to enable them to complete the return journey.

30. PUBLIC HOLIDAYS

30.1 Prescribed Public Holidays:

- (a) New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Labour Day, Western Australia Day, Sovereign's Birthday, Christmas Day and Boxing Day will be paid public holidays.
- (b) Any additional public holidays proclaimed under Section 7 of the *Public and Bank Holidays Act 1972* (WA) will be observed as public holidays.

30.2 When a paid public holiday falls on a Saturday or Sunday, the holiday will be observed on the next Monday, with the exception of Easter Sunday which will be observed on the actual day.

30.3 When Boxing Day falls on a Sunday or Monday, the holiday will be observed on the next Tuesday.

30.4 In each case the substituted day will be a paid holiday and the day for which it is substituted will not be a holiday.

30.5 Payment for Public Holidays

- (a) An employee not required to work on a day solely because the day is a public holiday will be paid for the ordinary hours that the employee would have worked as if the day had not been a public holiday.
- (b) Payment for holidays will be in accordance with the usual hours of work.

30.6 All hours worked on a public holiday will be paid at the rate of double time and a half of the Ordinary salary or if an employee chooses, the employee will be paid at the rate of time and a half of the Ordinary salary and time off in lieu credits will be increased by the equivalent of the time worked.

30.7 Public Holidays Falling on Days Off

- (a) Where a public holiday falls on a Rostered day off or a Day off duty as prescribed in Clause 12 – Hours of Work and Rostering, a day off will be observed in lieu of the public holiday at a mutually convenient time.
- (b) If a public holiday falls on an employee's Rostered day off or falls on an employee's Day off duty, the employee's time off in lieu credits will be increased by the number of hours that would ordinarily have been worked if that day had been an ordinary working day.

- 30.8 In exceptional circumstances, where an employee so requests and with the agreement of the Employer, employee and the relevant Union, time off in lieu credits accumulated under this clause may be paid out.
- 30.9 When an employee is absent on leave without pay, sick leave without pay or workers' compensation, any day observed as a public holiday falling during the absence will not be treated as a paid holiday.
- 30.10 A part time employee will not be entitled to payment for any public holiday referred to in this clause if not rostered to work on that holiday.
- 30.11 Nothing in this Agreement will prevent the Parties from agreeing alternative arrangements for the taking of public holidays.

31. PERSONAL LEAVE

- 31.1 The intention of personal leave is to give employees and Employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick, carers and short leave.
- 31.2 Personal leave is not for circumstances normally met by other forms of leave.
- 31.3 For the purposes of this clause, references to illness will include physical and psychological ill health.
- 31.4 This clause does not apply to casual employees, except where expressly provided for.
- 31.5 An employee employed on a fixed term contract for a period of 12 months or more will be credited with the same entitlement as a permanent employee. An employee employed on a fixed term contract for a period less than 12 months will be credited on a pro rata basis for the period of the contract.
- 31.6 A part time employee will be entitled to the same personal leave credits as a full time employee, but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave will only be made for those hours that would normally have been worked had the employee not been on personal leave.

Entitlement

- 31.7 The Employer will credit each permanent full time employee with 114 hours personal leave credits for each year of continuous service as follows:

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

- 31.8 In the year of accrual, the 114 hours personal leave entitlement may be accessed for illness or injury, carer's leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each year of accrual, unused personal leave from that year is cumulative and hence added to personal leave accumulated from previous years.
- 31.9 Personal leave will not be debited for public holidays, which the employee would have observed.
- 31.10 Personal leave may be taken on an hourly basis.

Variation of ordinary working hours

- 31.11 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.
- 31.12 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.
- 31.13 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

- 31.14 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).
- 31.15 The requirements of the *Minimum Conditions of Employment Act 1993* (WA) must be met at the commencement of the following anniversary year. The remaining portion of debited personal leave, which exceeds the leave credited, is to be debited at the commencement of the subsequent and where necessary following anniversary year(s).
- 31.16 Where an employee ceases duty and has taken personal leave, which 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

- 31.17 An employee is unable to access personal leave while on any period of parental leave or leave without pay. An employee is unable to access personal leave while on any period of annual or long service leave, except as provided for in subclauses 31.28 and 31.29 (Re-crediting Leave).
- 31.18 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 38 hours personal leave from next year's credit. If the employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the Employer, calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of the employee.

31.19 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

31.20 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to subclause 31.7 the Employer may grant personal leave in the following circumstances:

- (a) where the employee is ill or injured;
- (b) to provide care or support to a member of the Employee's family or household who requires care or support because of an illness or injury to the member; or an unexpected emergency affecting the member;
- (c) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention; 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.

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

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

31.23 Where practicable, the employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, the employee must advise the Employer as soon as reasonably practicable of the inability to attend for work, the nature of the illness or injury and the estimated period of absence. This advice will be provided within 24 hours of commencement of the absence, other than in extraordinary circumstances.

Evidence

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

31.25 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 will not be granted where the absence is not reasonable or legitimate.

- 31.26 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 misconduct of the employee, 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.
- 31.27 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 fee for any such examination will be paid by the Employer.

Re-crediting Annual Leave

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

Re-crediting Long Service Leave

- 31.29 Where an employee is ill 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 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

- 31.30 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 will not unreasonably withhold this leave.
- 31.31 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 annual leave entitlements. Where a period of personal leave without pay exceeds three months in a continuous absence, the period in excess of three months is excised from qualifying service.
- 31.32 Personal leave without pay is not available to employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in subclauses 31.20 (b), (c) or (d). However, other forms of leave including leave without pay may be available.

Unpaid Carer's Leave

- 31.33 An employee, including a casual employee, is entitled to up to two days' unpaid leave on any occasion that the employee needs to take carer's leave to provide care and support due to:
- (a) an illness, injury or unexpected emergency of the employee's family or household member; or
 - (b) the birth of a child to a member of the employee's family or household, provided the employee has utilised all paid personal leave entitlements, and noting other forms of leave including leave without pay may be available.

Other Conditions

- 31.34 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 will be reinstated. This provision does not apply to an employee who has resigned from the Public Sector and is subsequently reappointed.
- 31.35 Unused personal leave will not be cashed out or paid out when an employee ceases their employment.

Workers' Compensation

- 31.36 Where an employee suffers an "injury" within the meaning of section 5 of the *Workers' Compensation and Injury Management Act 2023* (WA) which necessitates that employee being absent from duty, personal leave with pay will be granted to the extent of personal leave credits. In accordance with subsection 61(3) of the *Workers' Compensation and Injury Management Act 2023* (WA) 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 will be granted as leave without pay.

Portability

- 31.37 The Employer will credit an employee additional personal leave credits up to those held at the date that employee ceased previous employment provided that:
- (a) immediately prior to commencing employment in the WA Health System the employee was employed in the service of:
 - (i) the WA Public Sector; or
 - (ii) the Commonwealth Government of Australia where there is reciprocity of recognition and transfer of leave entitlements; or
 - (ii) any other State or Territory of Australia, where there is reciprocity of recognition and transfer of leave entitlements; and
 - (b) the employee's employment with the WA Health System commenced no later than one week after ceasing previous employment, and

- (c) the personal leave credited will be no greater than that which would have applied had the entitlement accumulated whilst employed in the WA Public Sector.

31.38 The maximum break in employment permitted by subclause 31.37 (b), may be varied by the approval of the Employer provided that where employment with the Public Sector of Western Australia commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata annual leave paid out at the date the employee ceased with the previous Employer.

Travelling Time for Regional Employees

31.39 Subject to the evidentiary requirements set out in subclauses 31.24 to 31.27, a regional employee who requires medical attention at a medical facility in Western Australia located 240 kilometres or more from their workplace will be granted paid travel time undertaken during the employee's ordinary working hours up to a maximum of 38 hours per annum.

31.40 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.

31.41 The provisions of subclauses 31.39 and 31.40 are not available to employees whilst on leave without pay or sick leave without pay.

31.42 The provisions of subclauses 31.39 and 31.40 apply as follows.

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

32. LEAVE WITHOUT PAY

32.1 Subject to the provisions of subclause 32.2, the Employer may grant an employee leave without pay for any period and is responsible for that employee on their return.

32.2 Every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:

- (a) the work of the Employer is not inconvenienced; and
- (b) all other leave credits of the employee are exhausted.

- 32.3 Unless otherwise specified in this Agreement, any continuous period of leave without pay which exceeds 14 days will not count as qualifying service for any purpose.
- 32.4 An employee on a fixed term contract may not be granted leave without pay for any period beyond that employee's approved period of engagement.
- 32.5 Leave without pay and suspension from duty without pay which exceeds 14 days in a continuous period is excised in full from qualifying service for:
- (a) salary increments; and
 - (b) personal leave credits, except where leave without pay is approved for the purpose of fulfilling an obligation by the Government of Western Australia to provide staff for a particular assignment external to the WA Public Sector; and
 - (c) long service leave, pursuant to subclause 38.9 of this Agreement, except where leave without pay is approved for the purpose of fulfilling an obligation by the Government of Western Australia to provide staff for a particular assignment external to the WA Public Sector; and
 - (d) annual leave.
- 32.6 Personal leave without pay exceeding three months in a continuous absence shall be excised pursuant to subclause 31.31 of this Agreement.
- 32.7 Pursuant to section 61(2)(d) of the *Workers Compensation and Injury Management Act 2023* (WA), for any period of leave without pay for which the employee is entitled to receive workers compensation, the employee continues to accrue entitlements to annual leave, long service leave and sick leave that the worker would have accrued if the worker had not been entitled to receive workers' compensation for that period.
- 32.8 Subject to the provisions of subclause 32.2, the Employer may grant an employee who has been awarded a sporting scholarship by the Australian Institute of Sport leave without pay.

33. SPECIAL LEAVE WITHOUT PAY

- 33.1 Employees may be granted leave without pay provided that the leave does not conflict with operational requirements.

34. SPECIAL LEAVE WITH PAY

- 34.1 Employees may be granted leave with pay provided that the leave does not conflict with operational requirements.

35. SPECIAL LEAVE FOR WAR-CAUSED ILLNESS

- 35.1 An employee who produces evidence from the Department of Veterans' Affairs stating the employee suffers from war-caused illness may be credited special paid leave of 15 working days per annum.

35.2 Paid leave under this clause:

- (a) is only to be accessed for sickness related to the war-caused illness;
- (b) may accumulate up to a maximum credit of 45 working days; and
- (c) will be recorded separately to the employee's personal leave entitlements.

35.3 Applications for sick leave for war-caused illness will be supported by a certificate from a registered medical practitioner as to the nature of the illness.

36. BEREAVEMENT LEAVE

36.1 Employees including casuals will on the death of:

- (a) the Partner of the employee;
- (b) a former Partner of the employee;
- (c) a child, step-child, foster child or grandchild of the employee or the employee's Partner (including an adult child, step-child or grandchild);
- (d) a parent, step-parent, foster parent or grandparent of the employee or the employee's Partner;
- (e) a parent in law or former parent in law of the employee;
- (f) a sibling of the employee or the employee's Partner;
- (g) a step-sibling of the employee; or
- (h) any other person who, immediately before that person's death, lived with the employee as a member of the employee's household;

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

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

36.3 The three days need not be consecutive.

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

36.5 Payment of such leave may be subject to the employee providing evidence, if so requested by the Employer, of the death or relationship to the deceased that would satisfy a reasonable person.

36.6 An employee requiring more than three days' bereavement leave in order to travel interstate or overseas in the event of a death of a person referred to in clause 36.1 or 36.2, may, upon providing adequate proof, in addition to any bereavement leave to which the employee is

eligible, have immediate access to annual leave and/or accrued long service leave or leave without pay provided all accrued leave is exhausted.

Travelling time for Regional Employees

- 36.7 Subject to prior approval from the Employer, an employee entitled to bereavement leave and who as a result of such bereavement travels to a location within Western Australia that is more than 240 kilometres from their workplace will be granted paid time off for the travel period undertaken in the employee's ordinary working hours up to a maximum of 15.2 hours per bereavement. The Employer will not unreasonably withhold approval.
- 36.8 The Employer may approve additional paid travel time within Western Australia where the employee can demonstrate to the satisfaction of the Employer that more than two days travel time is warranted.
- 36.9 The provisions of subclauses 36.7 and 36.8 of this clause, apply as follows:
- (a) An employee employed on a fixed term contract for a period greater than 12 months, will be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
 - (b) An employee employed on a fixed term contract for a period less than 12 months will be credited with the same entitlement on a pro rata basis for the period of employment.
 - (c) A part time employee will be entitled to the same entitlement as a full time employee for the period of employment, but on a pro rata basis according to the number of ordinary hours worked each fortnight.
 - (d) For casual employees, the provisions apply to the extent of their agreed working arrangements.

37. COMPASSIONATE LEAVE FOR EARLY PREGNANCY LOSS

- 37.1 An employee is entitled to up to three consecutive days of paid compassionate leave on each occasion their pregnancy, or the pregnancy of their partner, ends without the birth of a living child up to 20 weeks before the expected date of birth.
- 37.2 The leave will commence from the date the pregnancy ends and is not to be taken during any other period of leave, including unpaid leave.
- 37.3 The employee must provide notice as soon as reasonably practicable indicating the period of leave sought and anticipated return to duty.
- 37.4 The Employer can require reasonable evidence that an early pregnancy loss has occurred such as a medical certificate or a recognition certificate for early pregnancy loss issued by the WA Registry of Births, Deaths and Marriages.
- 37.5 The provisions of subclause 37.1 will apply to a:
- (a) part time employee on a pro rata basis; and

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

38. LONG SERVICE LEAVE

38.1 Long Service Leave Entitlement

Subject to the conditions of this clause all employees, except a casual employee, will become entitled to 13 weeks long service leave, paid at the Ordinary salary after:

- (a) a period of 10 years' continuous service; and
- (b) each further period of seven years' continuous service.

38.2 Notwithstanding subclause 38.1, an employee, by agreement, may choose to take:

- (a) Any accrued entitlement to long service leave in minimum periods of one day.
- (b) Double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on normal pay or half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on normal pay.
- (c) Any portion of their long service leave entitlement on normal pay or double such period on half pay or half such period on double pay.

38.3 Taking of Long Service Leave

- (a) Long service leave will be taken at times agreed between the employee and the Employer. In reaching such agreement equal consideration will be given to the needs of the employee and the operational convenience of the Employer.
- (b) Employees will take long service leave within three years of the date the leave is accrued unless the Employer agrees otherwise.
- (c) If the employee refuses to enter into discussions in relation to the taking of long service leave, the Employer may roster the employee off for a period of long service leave.

38.4 At the request of the employee and with the agreement of the Employer, an employee may be paid in lieu of taking a portion of long service leave.

38.5 The expression "continuous service" in this clause includes any period during which an employee was absent on approved paid leave, provided it does not include:

- (a) any periods exceeding four weeks, on each occasion, during which an employee was absent on leave without pay; and
- (b) any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence or serious breach of discipline in respect of which the employee is dismissed when such prior service has actually entitled the employee to Long Service Leave, including pro rata Long Service Leave, under this clause.

38.6 An employee who is dismissed:

- (a) Will not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date of the offence or serious breach of discipline for which the employee is dismissed.
- (b) Through no fault of their own and who having completed at least 15 years' continuous service, and having completed at least three years' continuous service with the WA Health System immediately prior to dismissal will, in addition to any accrued long service leave, be paid pro rata long service leave.

38.7 Pro rata Long Service Leave

- (a) If the employment of an employee ends before they have completed the first or further qualifying periods in accordance with subclause 38.1, payment in lieu of long service leave proportionate to the employee's length of service will not be made unless the employee:
 - (i) retires at or over the age of 55 years and has completed not less than 12 months continuous service before the date of retirement;
 - (ii) retires on the grounds of ill health and the employee has completed not less than 12 months' continuous service before the date of retirement;
 - (iii) is retired by the Employer for any other cause and the employee has completed at least 12 months continuous service the employee will be paid out pro rata long service leave.
- (b) Pro rata long service leave will be paid out to an employee's estate or any other person nominated by the employee in writing, in the event the employee dies and has completed not less than 12 months' continuous service before the date of death.

38.8 A calculation of the amount due for long service leave accrued and for pro rata long service leave will be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies, and no such payment will exceed the equivalent of 12 months' salary.

38.9 Portability

- (a) Where an employee was, immediately prior to being employed in the WA Health System, employed in the service of: The Commonwealth of Australia; or any other State or Territory Government of Australia; or any West Australian Public Sector Employer, and the period between the date when the employee ceased previous employment and the date of commencing employment with the Employer does not exceed one week, provided also that there is an equivalent reciprocal arrangement with that other jurisdiction that recognises service, that employee will be entitled to long service leave determined in the following manner:

- (i) The pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment in the WA Health System, will be calculated in accordance with the provisions that applied to the previous employment referred to. However, in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment will be deducted from any long service leave to which the employee may become entitled under this clause.
 - (ii) The balance of the long service leave entitlement of the employee will be calculated upon appointment by the Employer in accordance with the provisions of this clause.
- (b) Nothing in this clause confers or will be deemed to confer on any employee previously employed by the Commonwealth or by any other State or Territory Government of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced in the WA Health System.

38.10 The maximum break in employment permitted by subclause 38.5(a) may be varied by the approval of the Employer, provided that where employment with the WA Health System commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata Annual Leave paid out at the date the employee ceased with the previous Employer.

38.11 Early Access to pro rata Long Service Leave

- (a) Subject to subclauses 38.11(c) and 38.11(e), an employee under a 10 year accrual basis who has completed seven years' continuous service may access pro rata long service leave at the rate of 6.5 days per completed 12 month period of continuous service.
- (b) Subject to subclause 38.11(e), 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 on the following basis:
 - (i) Employees under a 10 year accrual basis, may access pro rata long service leave at the rate of 6.5 days per completed 12 month period of continuous service.
 - (ii) Employees under a 7 year accrual basis may access pro rata long service leave at the rate of 9.28 days per completed 12 month period of continuous service.
- (c) 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.
- (d) Early access to pro rata long service leave does not include access to long service leave which the employee has accumulated or become entitled to, prior to being within seven years of their preservation age.

- (e) Pro rata long service leave taken under this subclause will only be taken as paid leave. It will not be paid out on termination or as payment in lieu of leave.
- (f) Employees may, by agreement with their Employer:
 - (i) clear pro rata long service leave in minimum periods of one day; and/or
 - (ii) access pro rata long service leave at half, full or double pay.
- (g) Any period of leave taken in accordance with this subclause will be excised for the purpose of continuous service.

38.12 Secondary employment during long service leave

Pursuant to section 102 of the *Public Sector Management Act 1994* (WA), employees must seek Employer approval to engage in secondary employment during a period of long service leave.

39. LONG SERVICE LEAVE FOR CASUAL EMPLOYEES

- 39.1 A casual employee will be entitled to 13 weeks paid long service leave, taken in one continuous period, on the completion of 10 years of continuous service and an additional 13 weeks paid long service leave for each subsequent period of seven years of completed continuous service.
- 39.2 Payment while on long service leave will be at the employee's ordinary rate of pay plus payment of the casual loading provided for at subclause 9.1(f)(iii).
- 39.3 On application by the casual employee, the Employer may approve a casual employee clearing:
 - (a) Any accrued entitlement to long service leave in minimum periods of one day.
 - (b) Double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on normal pay, as prescribed at subclause 39.2, or half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on normal pay.
 - (c) Any portion of their long service leave entitlement on normal pay, as prescribed at subclause 39.2, or double such period on half pay or half such period at double pay.
- 39.4 A casual employee may, with the Employer's agreement, cash out any portion of a long service leave entitlement accrued under subclause 39.1 in lieu of taking the leave.
- 39.5 A casual employee who ceases employment in the WA Health System will receive payment for any accrued long service leave on termination.

40. PARENTAL LEAVE

40.1 For the purpose of this clause, the following definitions apply:

- (a) “Child” means a child of the employee under the age of one year except for adoption of a child where “child” means a person under the age of 16 years of age who is placed with the employee for the purpose of adoption, other than a child or stepchild of the employee or of the partner of the employee or child who has previously lived continuously with the employee for a period of six months or more.
- (b) “Employee” includes full time employees, part time employees, permanent employees, fixed term contract employees up until the end of their contract period, and “eligible” casual employees.
- (c) “Eligible casual employee” means a casual employee that:
 - (i) has been engaged on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
 - (ii) but for an expected birth of a child to the employee or the employee’s partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- (d) Without limiting subclause 40.1(c), an “eligible casual employee” is also taken to mean an employee that:
 - (i) was engaged on a regular and systematic basis for a sequence of periods during a period (the first period of employment) of less than 12 months; and
 - (ii) at the end of the first period of employment, the employee ceased, on the Employer’s initiative, to be so engaged by the Employer; and
 - (iii) the Employer later again engaged the employee on a regular and systematic basis for a further sequence of periods during a period (the second period of employment) that started not more than three months after the end of the first period of employment; and
 - (iv) the combined length of the first period of employment and the second period of employment is at least 12 months; and
 - (v) the employee, but for an expected birth of a child to the employee or the employee’s partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement on a regular and systematic basis.
- (e) “Primary care giver” is the employee who will assume the principal role for the care and attention of a child/children. The Employer may require confirmation of primary care giver status.

40.2 Basic entitlement

- (a) Employees are entitled to 52 weeks parental leave in relation to the birth or adoption of their child.
- (b) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
 - (i) an unbroken period of one week at the time of the birth of the child, which may be increased to a maximum of eight weeks with the Employer's approval;
 - (ii) an unbroken period of up to three weeks at the time of adoption/placement of the child, which may be increased to a maximum of eight weeks with the Employer's approval; or
 - (iii) where the Employer agrees.
- (c) The increased leave prescribed by subclause 40.2(b) may be taken in separate periods, but, unless the Employer agrees otherwise, each period must not be shorter than two weeks.
- (d) The period of leave prescribed by subclause 40.2(b) must be concluded within 12 months of the birth or placement of the child.
- (e) In order to demonstrate to the Employer that, subject to subclause 40.2(b), only one parent will be off on parental leave at a time an employee will, when applying for parental leave, provide the Employer with a statutory declaration stating particulars of any period of parental leave sought or taken by their partner.
- (f) Subject to available credits, the leave prescribed by subclause 40.2(b) may be taken as:
 - (i) paid personal leave, to a maximum of one week;
 - (ii) paid annual and/or long service leave;
 - (iii) time off in lieu of overtime and/or time accrued under a flexible working hours arrangement; and/or
 - (iv) unpaid leave.
- (g) Except as otherwise provided by this Agreement or by legislation, parental leave is unpaid.
- (h) An employee is eligible, without concluding their current period of parental leave and resuming duty, for subsequent periods of parental leave, including paid parental leave.

40.3 Birth of a child

The provisions of this subclause apply to a pregnant employee.

- (a) The employee will provide to the Employer at least 10 weeks in advance of the expected date of birth:
 - (i) a certificate from a registered medical practitioner stating that they are pregnant and the expected date of birth; and
 - (ii) written notification of the date on which they propose to commence parental leave and the period of leave to be taken.
- (b) Subject to subclause 40.3(c), the period of unpaid parental leave may 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) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an Employer may require the employee to provide a medical certificate stating that they are fit to work on their normal duties.
- (d) Where, after 20 weeks, the pregnancy of an employee terminates other than by the birth of a living child, the entitlement to paid parental leave remains intact.
- (e) Where the pregnancy of an employee terminates earlier than 20 weeks, other than by the birth of a living child, the employee will be eligible for paid personal leave, and such period of unpaid leave as a registered medical practitioner certifies as necessary. At the request of the employee and with the agreement of the Employer, other paid leave may be substituted for the period of unpaid leave.
- (f) Where leave is granted under subclause 40.3(d), during the period of leave an employee may return to work at any time, as agreed between the Employer and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.
- (g) Where the pregnancy of an employee on parental leave terminates other than by the birth of a living child, it will be the right of the employee to resume work at a time nominated by the Employer which will not exceed four weeks from the date of notice in writing by the employee to the Employer that they desire to resume work.
- (h) Where an employee on parental leave suffers illness related to their pregnancy, they may take such paid personal leave as to which they are then entitled and such further unpaid leave (to be known as special parental leave) as a registered medical practitioner certifies as necessary before their return to work provided that the aggregate of paid personal leave, special parental leave and parental leave will not exceed 12 months.

- (i) Where:
 - (a) the birth parent is incapacitated following the birth of the child; or
 - (b) at or following the birth, the child dies at or is hospitalised;
 - (c) or both;

an employee's entitlement to paid parental leave remains intact notwithstanding that the employee or the employee's partner is not providing principal care to the child.

- (j) Where an employee has commenced parental leave and the child remains in hospital after the child's birth, or is hospitalised immediately following the birth, the employee may agree with their Employer not to take parental leave for a period while that child remains in hospital (the permitted work period) as prescribed by section 78A of the *Fair Work Act 2009* (Cth).

40.4 Adoption of a child

- (a) The employee will notify the Employer at least 10 weeks in advance of the date of commencement of parental leave and the period of leave to be taken. An employee may commence parental leave prior to providing such notice where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) The Employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (c) The Employer will grant an employee who is seeking to adopt a child such unpaid leave as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee, the Employer may require the employee to take such leave in lieu of unpaid leave.
- (d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from the date of notification for the employee's return to work.

40.5 Partner leave

- (a) An employee will provide to the Employer, at least 10 weeks prior to each proposed period of parental leave:
 - (i) for the birth of a child, a certificate from a registered medical practitioner which names the employee's partner, states that they are pregnant and the expected date of birth, or states the date on which the birth took place; or
 - (ii) for the adoption/placement of a child the Employer may require an employee to provide confirmation from the appropriate government authority of the placement, and

- (b) written notification of the date on which the employee proposes to start and finish the period of parental leave.

40.6 Other Parent Leave

- (a) An employee, whose Partner is not employed, or is employed and does not intend to take unpaid Parental Leave for a child under the age of 12 months or placement of a newly adopted child as provided for subclause 41.4, may access unpaid Other Parent Leave where:
 - (i) the employee will have a responsibility for the care of the child; or
 - (ii) 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.
- (b) The leave application must ensure the leave commences within 12 months of the date of birth or placement of the child.
- (c) This entitlement forms part of an employee's 52 week unpaid Parental 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 subclause 40.4.

40.7 Variation of notice period

Notwithstanding the requirement to give at least 10 weeks' notice of the date of commencement of parental leave, such notice may be for a greater or lesser period, where it is necessary to vary the date of commencement of parental leave due to a variation in the actual date of arrival of the child. Such variation does not count as a variation for the purposes of subclause 40.8.

40.8 Variation of period of parental leave

Unless agreed otherwise between the Employer and employee, an employee may apply to their Employer to change the period of parental leave on one occasion. Any such change will be notified at least four weeks prior to the commencement of the changed arrangements.

40.9 Unpaid Special Parental Leave

- (a) A pregnant employee is entitled to a period of unpaid special parental 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 parental leave by the employee.

- (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 parental 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 40.9(a).
- (e) Without limiting 40.9(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 parental leave provided at 40.2 is not reduced by the amount of any unpaid special parental leave taken by the employee while the employee was pregnant.

40.10 Parental leave and other entitlements

- (a) An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which the employee has accrued, such as annual leave, long service leave, and time off in lieu or other time off entitlements accrued under flexible working arrangements, subject to the total amount of leave not exceeding 52 weeks.
- (b) An employee is entitled to apply for leave without pay following parental leave to extend their leave by up to two years.
- (c) Approval for leave without pay, which may not be unreasonably withheld, is required for such extension and approval will be subject to all other available leave entitlements being exhausted.

40.11 Transfer to a safe job

- (a) If the employee gives their Employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the employee is fit to work, but that it is not advisable for them to continue in their present position for a stated period because of:
 - (i) illness, or risks, arising out of their 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 they are unable to continue in their present position.
- (b) If it is not reasonably practicable to modify the duties of the position or transfer the employee to a safe job, the employee is entitled to paid leave for the period during which they are unable to continue in their present position.

- (c) An entitlement to paid leave provided in subclause 40.11(b) is in addition to any other leave entitlement the employee has and the employee is to be paid the amount the employee would reasonably have expected to be paid if the employee had worked during that period.
- (d) An entitlement to paid leave provided in subclause 40.11(b) ends at the earliest of:
 - (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.

40.12 Temporary reduction in hours during pregnancy

- (a) Where an employee is pregnant, and has a medical certificate advising that it would be preferable for the employee to reduce their working hours, the employee may enter into an agreement in writing, to work reduced hours at any time up to the commencement of the parental leave.
- (b) An employee who enters into an agreement to reduce their hours will be entitled to paid parental leave, calculated on the basis of the hours worked immediately prior to entering into the reduced hours agreement.
- (c) The work to be performed part time need not be the work performed by the employee in their former position.

40.13 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the location, status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the location, status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee will take reasonable steps to inform the Employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to return to work on a part time basis.
- (c) The employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with subclause 40.13(a).

40.14 Returning to work after a period of parental leave

- (a) An employee will confirm the intention to return to work by notice in writing to the Employer not less than 4 weeks prior to the expiration of parental leave.
- (b) An employee on return to work from parental 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 parental leave.
- (c) Where the employee was transferred to a safe job or proceeded on leave as provided for in subclause 40.11(b), the employee is entitled to return to the position occupied immediately prior to the commencement of leave.
- (d) An employee may return on a part time or job-sharing basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level.
- (e) An employee may return to work on a modified basis, which may involve the employee working:
 - (i) on different days;
 - (ii) at different times
 - (iii) on fewer days;
 - (iv) for fewer hours;or any combination thereof, than the employee worked immediately before starting parental leave.
- (f) Subject to the Employer's approval, an employee who has returned on a part time or modified basis may revert to how the employee worked immediately before starting parental leave or full time work at the same classification level within two years of the recommencement of work.
- (g) The Employer will only refuse such a request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include:
 - (i) cost;
 - (ii) lack of an adequate replacement employee;
 - (iii) loss of efficiency; and
 - (iv) the impact on customer service.
- (h) An employee who believes their request 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.

(i) Employer Requirement to Revert

- (i) If, on finishing parental leave, an employee has returned to work on a modified basis in accordance with clause 40.14(e) the Employer may subsequently require the employee to resume working on the same basis as the employee worked immediately before starting parental leave.
- (ii) A requirement can be made under clause 40.14(i)(i) only if:
 - (A) The requirement is made on grounds that the employee continuing to work on a modified basis would have an adverse effect on the conduct of the operations or business of the Employer and the reasonableness of those grounds would satisfy a reasonable person; or
 - (B) 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* (WA).

40.15 Replacement employee

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (b) A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

40.16 Notwithstanding any agreement or other provision to the contrary:

- (a) absence on parental leave will not break the continuity of service of an employee, but will not be taken into account in calculating the period of service for any purpose of this Agreement.
- (b) commencement of part time employment in accordance with this clause, and return from part time to full time work under this clause, will not break the continuity of service or employment.

40.17 Casual employment during parental leave

- (a) Notwithstanding any other provision of this clause, an employee may be employed on a casual basis during a period of parental leave, provided that any period of such service will not count as service for the purposes of any other provision of this Agreement, and will not break the continuity of employment of such an employee nor change the employees employment status in regard to their substantive employment.
- (b) An employee will not be engaged by the Employer as a casual employee whilst the employee is on a period of paid parental leave, or a period of accrued annual or long service leave taken concurrently with a period of unpaid parental leave.
- (c) An employee engaged for casual work pursuant to this subclause will be employed at a level commensurate to the level of the available casual position.

40.18 Special Temporary Employment

- (a) For the purposes of this subclause, “temporary” means employment of an intermittent nature; for a limited, specified period; and undertaken during unpaid parental leave or extended unpaid parental leave.
- (b) Notwithstanding any other provision of this clause, an employee may be employed by their Employer on a temporary basis provided that:
 - (i) both parties agree in writing to the special temporary employment;
 - (ii) in the case of a fixed term contract employee, the period of the special temporary employment is within the period of the current fixed term contract;
 - (iii) any such period of service will not change the employee’s employment status in regard to their substantive employment; and
 - (iv) any period of special temporary employment will count as qualifying service for all purposes.
- (c) The temporary employment provided for by this subclause will also include keeping in touch days, as prescribed by section 79A of the *Fair Work Act 2009* (Cth).

40.19 Paid parental leave

Paid parental leave will be granted to employees subject to the following:

- (a) An employee, other than an eligible casual employee, who is the primary care giver, and who has completed 12 months continuous service in the Western Australian Public Sector, will be entitled from the anticipated birth date, or for the purposes of adoption from the date of placement of the child, or from a later date nominated by the primary care giver, to paid parental leave of 14 weeks, which will form part of the 52 week entitlement provided in subclause 40.2(a).
- (b) A pregnant employee can commence the period of paid parental leave any time from six weeks before the expected date of birth.
- (c) An employee may take the paid parental leave specified by subclause 40.19(a) at half pay for a period equal to twice the period to which the employee would otherwise be entitled.
- (d) An employee who takes paid parental leave on half pay does not accrue Agreement or other entitlements beyond those that would have accrued had they taken the leave at full pay.
- (e) For the purposes of this subclause “continuous service” means service under an unbroken contract of employment or contiguous contacts of employment and includes any period of:
 - (i) leave taken in accordance with this clause;
 - (ii) part time employment worked in accordance with this Agreement; and

- (iii) leave or absence authorised by the Employer.
- (f) Only one continuous period of paid parental leave is available for each birth or adoption unless the employee meets the requirements of subclause 40.3(j).
- (g) Fixed term contract employees' paid parental leave cannot continue beyond the expiry date of their contract.
- (h)
 - (i) Paid parental leave will be paid at Ordinary salary and subject to subclause 40.19(h)(ii) and (iii) will not include the payment of allowances or penalty payments.
 - (ii) An employee in receipt of a higher duties allowance for a continuous period of 12 months or more immediately prior to commencing paid parental leave, is to continue to receive the higher duties allowance for the first four weeks of paid parental leave.
 - (iii) An employee who is entitled to be paid higher duties allowance in accordance with subclause 40.19(h)(ii) and elects to take paid parental leave at half pay will be paid the higher duties allowance at the full rate for the first four weeks only.
 - (iv) Notwithstanding this subclause, parental leave may be paid either before or after any other paid leave taken during a period of parental leave.
- (i) Absence on paid parental leave counts as qualifying service for the purpose of accruing entitlements to personal leave, annual leave and long service leave.
- (j) The Employer may request evidence of primary care giver status.
- (k) Payment for a part time employee is to be determined according to an average of the hours worked by the employee over the preceding 12 months, or their ordinary working hours at the time of commencement of parental leave, whichever is greater.
- (l) Where an employee is on a period of half pay parental leave and their employment is terminated through no fault of the employee, the employee will be paid out any period of unused paid parental leave equivalent to the period of leave the employee would have accessed had they been on full pay parental leave when their termination occurred.
- (m) An employee eligible for a subsequent period of paid parental leave as provided for under subclause 40.2(h) will be paid the parental 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 parental leave; and
 - (ii) Not affected by any period of casual employment during parental leave undertaken in accordance with subclause 40.17, or by any period of special temporary employment undertaken in accordance with subclause 40.18.

- (n) Subject to the provisions of this subclause, all other provisions of this clause apply to employees on paid parental leave.
- (o) An eligible casual employee has no entitlement to paid leave under this clause with the exception of the entitlement to paid leave as provided under subclause 40.11(b). Nothing in this clause confers a change in the employment status of a casual employee.
- (p) Service by an eligible casual employee for a Western Australian Public Sector Employer will count as service for the purposes of determining 12 months continuous service as per subclause 40.19(a) where:
 - (i) the eligible casual employee has become a permanent or fixed term contract employee with the Employer; and
 - (ii) the break between the period of eligible casual employment and permanent or fixed term contract employment is no more than 3 months.

39.20 Application of entitlement to unpaid parental leave to grandparents

Where this clause grants an entitlement of unpaid parental leave to a parent or stepparent, the entitlement will also be available to a grandparent under the same terms and conditions, subject to:

- (a) A maximum period of up to 52 weeks continuous unpaid leave which may commence any time within 24 months following the birth or placement of the employee's grandchild.
- (b) An employee is only entitled to grandparental leave if they are or will be the primary care giver:
 - (i) of a grandchild of the employee; or
 - (ii) upon adoption of a grandchild of the employee, being a child who is not the grandchild or grand-stepchild of the employee under the age of 16 and has not lived continuously with its adoptive parents for six months or longer.
- (c) Determination of primary care giver status will 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.
- (d) 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.

41. SUPERANNUATION ON UNPAID PARENTAL LEAVE

41.1 In this clause, "unpaid parental leave" means:

- (a) unpaid parental leave under subclause 40.3 in relation to a pregnant employee;
- (b) unpaid special parental leave under subclause 40.9;
- (c) unpaid adoption leave under subclause 40.4;
- (d) unpaid other parent leave under subclause 40.6; and
- (e) leave without pay following parental leave under paragraph 40.10(b) of this agreement.

41.2 An employee or eligible casual employee who is entitled to unpaid parental leave is entitled to have superannuation contributions made in respect of the period of unpaid parental leave taken to a maximum of 24 weeks.

41.3 Superannuation contributions made under this clause will be calculated:

- (a) in respect of the period of unpaid parental leave, unpaid adoption leave or unpaid other parent leave taken or 24 weeks; whichever is lesser;
- (b) based on the amount that would have been paid to the Employee had they taken paid parental leave, paid adoption leave or paid other parent leave for that period and in accordance with the following:
 - (i) for full time employees - the ordinary working hours at the time of commencement of parental leave;
 - (ii) for part time employees - an average of the hours worked by the Employee over the preceding 12 months; or their ordinary working hours at the time of commencement of parental leave, whichever is greater; or
 - (iii) for eligible casual employees - an average of the hours worked by the eligible casual employee over the preceding 12 months;

exclusive of shift and weekend penalties.

41.4 Superannuation contributions will be paid:

- (a) to the employee's superannuation fund in respect of which superannuation contributions for that employee are made; and
- (b) at the time that the period of unpaid parental leave in respect of which the contributions are payable concludes.

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

42. FOSTER CARER'S LEAVE

- 42.1 Foster and short-term care leave is available to an employee who is a foster carer in the state of Western Australia, to enable them to attend to the care of a child in an emergency or other out of home care placement. Foster carer includes kinship arrangements and respite care that has not been determined to be permanent.
- 42.2 A permanent employee, fixed term contract employee or casual employee will have access to three paid days non-cumulative leave per calendar year, up to a cap of 22.8 hours.
- 42.3 Employees must give reasonable notice prior to taking foster carer's leave and must provide an estimate of the period of absence from work.
- 42.4 Employees can, by agreement with their Employer, take foster carer's leave in minimum periods of one hour.
- 42.5 Leave credits may be used to attend to training associated with the employee's foster carer responsibilities.
- 42.6 Employees must provide the Employer with documentation supporting their eligibility for the leave.
- 42.7 The entitlement to foster carer's leave in accordance with subclause 42.2 for casual employees applies to the extent of their agreed working arrangements.

43. DONOR LEAVE

43.1 Blood or Plasma Donation

Subject to operational convenience, an employee will be granted paid leave at the full rate of pay for the purpose of donating blood or plasma to approved donor centres.

43.2 Organ or Tissue Donation

- (a) Subject to the production of appropriate evidence, an employee will be entitled to up to six weeks paid leave at Ordinary salary for the purpose of donating an organ or body tissue.
- (b) Provided that where this paid leave is not sufficient and upon the production of a medical certificate, an employee may access their accrued personal leave or other paid leave in order to cover their absence.

44. PUBLIC HEALTH EMERGENCY LEAVE

44.1 For the purpose of this clause, the following definitions apply:

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

- (b) “Diagnosed person” means a person who has a current positive test result for a disease which is the subject of a public health emergency or an incident that is deemed a serious public health risk, by way of a testing or diagnostic regime endorsed by the relevant authority under the *Public Health Act 2016* (WA) as being a reliable indicator that the person has the disease.
- (c) “Ordinary pay” for the purposes of this clause only will be calculated according to the ordinary hours the employee would have worked, had they not been subject to a government requirement to isolate or quarantine, and will be inclusive of any shift penalties which would have been payable. For casual employees, ordinary pay will be calculated with reference to the employee’s rostered future shifts or, if there is no certainty about future rosters, the preceding four-week average of shifts worked.

44.2 Special Public Health Emergency Leave

- (a) The Employer is to credit each employee with 20 days of non-cumulative special public health emergency leave on January 1 each year.
- (b) An employee employed on a fixed term contract for a period of 12 months or more is to be credited with the same entitlement as a permanent employee. An employee on a fixed term contract for a period less than 12 months is to be credited on a pro rata basis for the period of the contract.
- (c) A part time or casual employee is to be credited with the same entitlement as a permanent employee, calculated on a pro rata basis according to the number of hours worked each fortnight.
- (d) Employees absent on special public health emergency leave will receive their ordinary pay.
- (e) Employees who have exhausted their special public health emergency leave can access existing personal leave entitlements under Clause 31 – Personal Leave of this Agreement.

44.3 Eligibility for Special Public Health Emergency Leave

- (a) Special public health emergency leave can only be taken in respect of absences from work during:
 - (i) a public health emergency; or
 - (ii) other significant events as agreed between the Unions and GSLR.
- (b) An employee who is a diagnosed person or is subject to a government requirement to isolate or quarantine can access special public health emergency leave before existing personal leave entitlements under Clause 31 – Personal Leave of this Agreement.
- (c) Employees with caring responsibilities can access special public health emergency leave if they are caring for, or providing support to a member of the employee’s family or household because:

- (i) the other person is a diagnosed person or is subject to a government requirement to isolate or quarantine; or
 - (ii) a child's school has closed or the person's other care arrangements are unavailable because of a public health emergency.
- (d) Compassionate access to special public health emergency leave can be granted in exceptional circumstances despite not being a reason referred to in subclause 44.3(c).
 - (e) Special public health emergency leave will not be debited for public holidays that the employee would have observed.
 - (f) An employee is unable to access special public health emergency leave while on any period of leave without pay, parental leave, adoption leave or other parent leave, or annual or long service leave except as provided for in subclauses 31.31 (re-crediting annual leave) and 31.32 (re-crediting long service leave).

44.4 Notice and Access

- (a) Special public health emergency leave can be taken on an hourly basis.
- (b) Reasonable and legitimate requests for special public health emergency leave will be approved subject to available credits. Where practicable, the employee must give reasonable notice before taking leave.
- (c) Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work will be provided.

44.5 Evidence

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

45. EMERGENCY SERVICE LEAVE

- 45.1 An Employer is to grant paid leave to an employee who is a member of, or has a member-like association with, an emergency management agency as defined by the *Emergency Management Act 2005* (WA), and who is absent from work to participate in an emergency response as a volunteer for the emergency management agency.
- 45.2 Paid leave for an employee who is absent to volunteer for an emergency management agency includes any additional payments or allowances the employee would ordinarily have received if they had not been absent.
- 45.3 An employee who intends to be absent from work for this purpose is to ensure the Employer is advised as soon as possible as to the absence and, where possible, the expected duration of leave.
- 45.4 An application for emergency service leave is to be supported by written confirmation from the emergency management agency certifying that the employee was required for the specified period.

46. DEFENCE FORCE RESERVES LEAVE

46.1 The Employer must grant leave of absence for the purpose of Defence service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.

46.2 Leave of absence may be paid at the Ordinary salary or unpaid in accordance with the provisions of this clause.

46.3 Application for leave of absence for Defence service will, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the employee will provide a certificate of attendance to the Employer.

46.4 Paid leave

(a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence at the Ordinary salary for Defence service, subject to the conditions set out hereunder.

(b) Part time employees will receive the same paid leave entitlement as full-time employees but payment will only be made for those hours that would normally have been worked but for the leave.

(c) On written application, an employee will be paid salary in advance when proceeding on such leave.

(d) Casual employees are not entitled to paid leave for the purpose of Defence service.

(e) An employee is entitled to paid leave for a period not exceeding 105 hours at the Ordinary salary in any period of twelve months commencing on 1 July in each year.

(f) An employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of twelve months commencing on July 1. Pay for this leave will be at the rate of the difference between the Ordinary salary that the employee would have received and the Defence Force payments to which the employee is entitled if such payments do not exceed the Ordinary salary. In calculating the pay differential, pay for Saturdays, Sundays, public holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the employee.

46.5 Unpaid leave

(a) Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in subclause 46.4 will be unpaid.

(b) Casual employees are entitled to unpaid leave for the purpose of Defence service.

46.6 Use of other leave

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

- (b) An Employer cannot compel an employee to use annual leave or long service leave for the purpose of Defence service.

47. WITNESS AND JURY SERVICE

47.1 Witness

- (a) An employee subpoenaed or called, as a witness to give evidence in any proceeding will as soon as practicable notify the Employer.
- (b) Where an employee is subpoenaed or called as a witness to give evidence in an official capacity that employee will be granted by the Employer leave of absence with full pay, but only for such period as is required to enable the employee to carry out duties related to being a witness. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the Employer. The employee is not entitled to retain any witness fee but will pay all fees received into Consolidated Revenue Fund. The receipt for such payment with a voucher showing the amount of fees received will be forwarded to the Employer.
- (c) An employee subpoenaed or called as a witness to give evidence in an official capacity will, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify the Employer.
- (d) An employee subpoenaed or called, as a witness on behalf of the Crown and/or the State, not in an official capacity will be granted leave with full pay. If the employee is on any form of paid leave, this leave will not be reinstated as such witness service is deemed to be part of the employee's civic duty. The employee is not entitled to retain any witness fees but will pay all fees received into Consolidated Revenue Fund.
- (e) An employee subpoenaed or called as a witness under any other circumstances other than specified in paragraphs (b) and (d) of this subclause will be granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with the Agreement provisions.

47.2 Jury

- (a) An employee required to serve on a jury will as soon as practicable after being summoned to serve, notify the Employer.
- (b) An employee required to attend for jury service will be granted by the Employer leave of absence with full pay, but only for such period as is required to enable the employee to carry out duties as a juror.
- (c) An employee granted leave as prescribed in subclause 47.2(b) is not entitled to retain any juror's fees but will pay all fees received into Consolidated Revenue Fund. The receipt for such payment will be forwarded with a voucher showing the amount of juror's fees received to the Employer.

48. CULTURAL AND CEREMONIAL LEAVE

- 48.1 Cultural/ceremonial leave will be available to all employees.
- 48.2 Such leave will include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.
- 48.3 Employees are entitled to time off without loss of pay for cultural/ceremonial purposes, subject to agreement between the Employer and employee and sufficient leave credits being available.
- 48.4 The Employer will assess each application for ceremonial/cultural leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- 48.5 The Employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- 48.6 Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof, will be deducted from:
- (a) the employee's annual leave entitlements;
 - (b) the employee's accrued long service leave entitlements, but in full days only; or
 - (c) accrued days off or time in lieu.

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

49. CULTURAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES

- 49.1 Employees who identify as Aboriginal or Torres Strait Islander peoples are entitled to paid cultural leave which can be accessed to participate in any of the following:
- (a) cultural and ceremonial obligations under Aboriginal or Torres Strait Islander lore, customs or traditional law; and
 - (b) community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals.
- 49.2 Up to five days of paid cultural leave per calendar year will be available under this clause. The leave need not be taken in one continuous period. Paid cultural leave will not accrue from year to year and will not be paid out on termination.
- 49.3 The Employer will assess each application for cultural leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- 49.4 The Employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.

- 49.5 If an Employer requires an employee to attend to business associated with an Aboriginal or Torres Strait Islander organisation, or an organisation that works to facilitate Aboriginal or Torres Strait Islander peoples interests, the attendance is considered to be a part of the employee's normal duties and the employee need not access leave under this or any other clause to enable it.
- 49.6 Cultural leave granted under this clause is in addition to the leave provided by Clause 36 – Bereavement Leave and Clause 48 – Cultural and Ceremonial Leave of this Agreement.

50. STUDY LEAVE

- 50.1 The Employer will provide an employee with study assistance in the form of leave with pay to undertake part time study that is relevant to the duties being or likely to be performed by an employee, is relevant to the current and emerging needs of the Employer, enhances their career development, and does not unduly affect or inconvenience the operations of the Employer.
- 50.2 Study leave with pay will be for formal study periods only and an employee will undertake at least 50% of formal study in their own time. An employee will provide evidence that satisfies the Employer as to their attendance and satisfactory progress with studies. The maximum amount of paid study leave will be 160 hours within a 12 month period for a full-time employee and pro rata for a part time employee.
- 50.3 Nothing in this Agreement will prevent the Employer from agreeing to alternative arrangements for utilising this entitlement to leave with pay for study purposes or for structured trade training.

51. PAID LEAVE FOR ENGLISH LANGUAGE TRAINING

- 51.1 Leave to attend English Language Training (training which is designed to impart an acceptable level of vocational English proficiency) will be granted, without loss of pay during normal working hours, to employees from a non-English speaking background, who:
- (a) are unable to meet standards of communication to advance career prospects;
 - (b) constitute a safety hazard or risk to themselves and/or fellow employees; or
 - (c) are not able to meet the accepted production requirements of the Employer.
- 51.2 Subject to appropriate needs assessment participation in training will be on the basis of a minimum of 100 hours per employee per year.
- 51.3 The content and provider of the training will be agreed between the Employer, Unions and the Adult Migrant English Program or other approved authority conducting the training, and will take account of the vocational needs of an employee in respect of:
- (a) communication, safety and welfare;
 - (b) productivity within the employee's current position as well as those positions to which the employee may be considered for promotion or redeployment;

- (c) issues in relation to training, retraining and multiskilling, award restructuring, industrial relations and safety provisions, and equal opportunity employment legislation.

51.4 The selection of employees for training will be determined by consultation between the Employer and the appropriate Unions.

52. INTERNATIONAL SPORTING EVENTS LEAVE

52.1 Special leave at Ordinary salary may be granted by the Employer to an employee chosen to represent Australia as a competitor or official, at a sporting event, which meets the following criteria:

- (a) it is a recognised international amateur sport of national significance; or
- (b) it is a world or international regional competition;

and no contribution to remuneration is made by the sporting organisation towards the salary of the employee.

52.2 The Employer will make enquiries with the Department of Creative Industries, Tourism and Sport on:

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

53. FAMILY AND DOMESTIC VIOLENCE LEAVE

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

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

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

Definitions of Family and Domestic Violence

53.4 (a) The meaning of family and domestic violence is in accordance with the definition in the *Restraining Orders Act 1997* (WA).

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

- (i) is physically or sexually abusive;
- (ii) is emotionally or psychologically abusive;
- (iii) is economically abusive;

- (iv) is threatening;
- (v) is coercive;
- (vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
- (vii) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

Access to Family and Domestic Violence Leave

- 53.5 In accordance with the following subclauses, an employee, including a casual employee, may apply for leave to deal with activities related to family and domestic violence. The Employer will assess each application and give consideration to the personal circumstances of the employee seeking the leave.
- 53.6 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 family and domestic violence which arise without notice and require immediate attention.
- 53.7 Subject to subclauses 53.5 and 53.6, 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.
- 53.8 On exhaustion of the leave entitlement in subclause 53.7, employees will be entitled to up to 2 days' unpaid Family and Domestic Violence Leave on each occasion.
- 53.9 Family and Domestic Violence Leave does not affect salary increment dates, Long Service Leave entitlements or Annual Leave entitlements.
- 53.10 Subject to the Employer's approval of the application, Family and Domestic Violence Leave may be taken as whole or part days off.
- 53.11 Application of the leave entitlement for casual employees will be considered by the Employer on a case by case basis.

Notice and Evidentiary Requirements

- 53.12 The employee will notify their Employer as soon as reasonably practicable of their request to take leave under this clause.
- 53.13 Supporting evidence of family and domestic violence may be required to access paid leave entitlements however this should not be onerous on the employee. Leave can be granted without supporting documentation where the Employer is satisfied it is not required.
- 53.14 Evidence may be in the form of a document issued by the police, a court, a legal service, a health professional, or a counsellor or a refuge service. A statutory declaration may also be provided.

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

Access to other forms of leave

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

53.17 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.

53.18 Forms of other paid leave include:

- (a) personal leave;
- (b) annual leave;
- (c) accrued long service leave;
- (d) purchased leave;
- (e) accrued time off in lieu of overtime or flexi leave.

53.19 Approval of Leave Without Pay is subject to the provisions of this Agreement.

Confidentiality

53.20 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.

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

53.22 Only the employee will retain a copy of evidence for accessing Family and Domestic Violence Leave and information will not be kept on an employee's personnel file unless otherwise agreed. The Employer will record that any evidence produced was sighted.

53.23 Subsequent disclosure 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.

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

Contact person

53.25 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

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

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

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

Workplace Safety

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

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

PART 7 – WORKPLACE FLEXIBILITY

54. MOBILITY

54.1 This clause will apply to all employees of the Employer and, where applicable, will be read in conjunction with Clause 22 – Fares and Travelling Allowances and Clause 23 – Travelling Allowance.

54.2 The standards prescribed in any applicable Public Sector Standard will apply to the application of this clause.

54.3 Without limiting subclause 54.4, the Employer will seek for employees to volunteer for any deployment opportunities which may arise under this clause, except in exceptional circumstances where the Employer may decide otherwise.

54.4 In giving effect to the mobility provisions of this clause, both the Employer's and the employee's needs are to be considered. In particular, the Employer will not act unreasonably in the deployment of employees and will have genuine regard for:

- (a) family and carer responsibilities of the employee;
- (b) availability of transport and/or additional travel;
- (c) the suitability of the position to which the employee is being deployed or transferred having regard to the skills, abilities and competencies of the employee;
- (d) the classification level and relevant opportunity costs to the employee; and
- (e) maintaining the employee's existing work arrangements, where operationally practicable.

54.5 Short-term Deployment (up to one week)

- (a) Subject to subclause 54.4 and the giving of reasonable notice, an employee may be deployed to another location on a short-term basis.
- (b) The employee will be reimbursed any reasonable net additional travelling costs incurred as a result of the employee being deployed on a short-term basis.
- (c) Any reasonable net additional travelling time incurred by the employee as a result of the employee being deployed on a short-term basis will be counted as ordinary working hours.

54.6 Temporary Deployment (more than one week)

- (a) Subject to subclause 54.4 and the giving of reasonable notice, an employee may be deployed to another location on a temporary basis.
- (b) Subject to subclause 54.6(e), the employee will be advised of the terms and the duration of the temporary deployment in writing.
- (c) The employee will be reimbursed any reasonable net additional travelling costs incurred as a result of the employee being temporarily deployed.
- (d) Any reasonable net additional travelling time incurred by the employee as a result of the employee being temporarily deployed will be counted as ordinary working hours.
- (e) Where the deployment requires the employee to reside at a location other than their normal residence:
 - (i) the duration of the deployment will not exceed three months unless otherwise agreed between the Employer and the employee, and
 - (ii) consideration will be given to reasonable return home arrangements during the period of the deployment.

54.7 For the purposes of notice at subclauses 54.5(a) and 54.6(a), the Employer will use its best endeavours to provide the employees with no less than 24 hours' notice.

54.8 Permanent Transfer

Subject to subclause 54.4 and the giving of reasonable notice, an employee may be transferred to another location on a permanent basis provided that:

- (a) an employee cannot be directed to transfer with less than three months' notice;
- (b) an employee of the WA Country Health Service cannot be directed to transfer to a town that would require the employee to change residence;
- (c) the transfer is at a comparable classification level; and
- (d) the employee is formally notified of the duties and these are commensurate with the substantive classification of the employee.
- (e) Nothing in this subclause overrides the Employer's obligations under Clause 58 – Introduction of Change.

54.9 An employee who may be transferred or deployed under this clause, will be provided with an opportunity to discuss the terms of deployment including any impact to workload.

54.10 The Employer recognises for the purposes of this clause, an employee may, or will have a primary location of employment.

54.11 Nothing in this clause is intended to limit the Employer's capacity to roster an employee to work at different worksites within a HCU.

54.12 Any dispute concerning mobility and deployment may be addressed through the procedures contained in Clause 65 – Dispute Resolution Procedure.

55. COMMITMENT TO CONTEMPORISE THE CLASSIFICATION STRUCTURE

55.1 The parties have agreed to implement a revised classification structure which:

- (a) incorporates incremental progression based on an employee's anniversary year, except to achieve the relevant advanced classification; and
- (b) subject to subclause 55.4, allows for the assessment of an employee's competencies to achieve the relevant advanced classification.

Implementation Process

55.2 Within six months of registration of this Agreement employees will transfer to the new classification structure.

No employee will be at a financial disadvantage in respect to the salaries payable as a result of the implementation of the revised classification structure.

55.3 Translation

- (a) Subject to subclause 55.2, employees will transfer to the new classification structure in accordance with the following:

- (i) Employees whose position does not require a trade qualification and are employed as a Trades Assistant or Builders Labourer and are classified as a:
 - (A) Hospital Maintenance Technician Level 1 will move to Level 1.1.
 - (B) Hospital Maintenance Technician Level 2 will move to Level 1.2.
 - (C) Hospital Maintenance Technician Level 3 will move to Level 1.3.
- (ii) Employees whose position does not require a trade qualification and are employed as a Plant Operator or Handyperson and are classified as a:
 - (A) Hospital Maintenance Technician Level 4 will move to Level 2.1.
 - (B) Hospital Maintenance Technician Level 5 will move to Level 2.2.
 - (C) Hospital Maintenance Technician Level 6 will move to Level 2.3.
 - (D) Hospital Maintenance Technician Level 7 will move to Level 2.4.
- (iii) Employees whose position requires a trade qualification within the areas of Painting, Carpentry, Plastering or any other building trade not specified in paragraph (iv) and are classified as a:
 - (A) Hospital Maintenance Technician Level 4, 5 or 6 will move to Level 3.1.
 - (B) Hospital Maintenance Technician Level 7 will move to Level 3.2.
 - (C) Hospital Maintenance Technician Level 8 will move to Level 3.3.
 - (D) Hospital Maintenance Technician Level 8A will move to Level 3.4.
 - (E) Hospital Maintenance Technician Level 9 will move to Level 3 – Advanced Trade (3-AT).
- (iv) Employees whose position requires a trade qualification and hold the relevant licenses to work within the areas of Electrical, Mechanical, Refrigeration or Plumbing and are classified as a:
 - (A) Hospital Maintenance Technician Level 4, 5, 6 or 7 will move to Level 4.1.
 - (B) Hospital Maintenance Technician Level 8 will move to Level 4.2.
 - (C) Hospital Maintenance Technician Level 9 will move to Level 4.3.
 - (D) Hospital Maintenance Technician Level 10 will move to Level 4 – Advanced Trade (4-AT).

(b) Translation Schedule

2023 Agreement HMT Classification	New Classification Level			
	Non-Trade Qualified	Non-Trade Qualified	Trade Qualified	Trade Qualified
	Level 1	Level 2	Level 3	Level 4
Level 1	1.1			
Level 2	1.2			
Level 3	1.3			
Level 4		2.1		
Level 5		2.2		
Level 6		2.3	3.1	
Level 7		2.4	3.2	4.1
N/A		2-AS		
Level 8			3.3	4.2
Level 8A			3.4	
Level 9			3AT	4.3
Level 10				4-AT

55.4 Competency Based Assessment

- (a) The parties commit to the implementation of a new competency based assessment process (Competency Matrix) within 12 months from the date of registration of the Agreement for eligible employees seeking progression to the relevant advanced classification.
- (b) For the purposes of this clause “previous industrial agreement” means the WA Health System Engineering and Building Services Industrial Agreement 2023 (AG 10 of 2023).
- (c) Whilst the parties implement the Competency Matrix, employees seeking to attain the relevant Advanced Trade Level will continue to access the reclassification and assessment process as prescribed under Schedule C – Competency Based Classification of the previous industrial agreement.
- (i) Where there was no relevant reclassification and assessment process for the trade or classification under the previous agreement, Employees will be able to access the relevant Advanced Skill or Advanced Trade Level upon implementation of the Competency Matrix.
- (ii) Employees who, on and from Registration of this Agreement, are awaiting an assessment outcome under the previous industrial agreement process and have provided all the required documentation will be prioritised.
- (iii) Employees who, on and from Registration of this Agreement, apply for an assessment prior to implementation of the Competency Matrix, may only access the relevant classification permitted under the previous industrial agreement.

55.5 The Parties may consider the need for recognition of restricted licences for trades exercising associated competencies. Any party to this Agreement may progress this issue to the Commission via the dispute resolution procedure contained at Clause 65 – Dispute Resolution Procedure.

56. 12 HOUR SHIFT ARRANGEMENTS FOR PLANT OPERATORS

56.1 12 hour shifts may be worked by Plant Operators.

56.2 Where such arrangements operate, the terms of the arrangement for the working of 12 hour shifts will be agreed, in writing, between the relevant Union(s) and the HCU(s).

56.3 The overtime provisions of this Agreement will not apply to the ordinary rostered hours of a Plant Operator working 12 hour shifts, except where the hours worked exceed an average of 76 hours per fortnight.

56.4 Time worked in excess of the ordinary working hours will be paid for at ordinary rates:

- (a) If it is due to private arrangements between the employees themselves; or
- (b) If it does not exceed two hours and is due to a relieving person not coming on duty at the proper time; or
- (c) If it is for the purpose of effecting the customary rotation of shifts.

56.5 The Employer and the Union(s) may agree to alternative meal and tea break arrangements to those written into this Agreement, in order to accommodate the 12 hour shift roster. Any such agreed variation will be incorporated into the written document defining the terms under which the 12 hour shifts will operate.

56.6 On each occasion that the salary rate applicable to Plant Operators varies, the employees affected and the applicable Union(s) will be notified by the Employer, in writing, of the adjusted salary rate to apply to the Plant Operators.

56.7 Any dispute arising from the operation of this clause will be addressed in accordance with Clause 65 – Dispute Resolution Procedure.

57. COMMITMENT OF THE PARTIES

57.1 Work Health and Safety

The Parties are committed to continuing active participation in the Work Health and Safety management process which operates within the HCU and to ensuring the relevant Acts, regulations, codes of practice and standards are adhered to.

57.2 Establishment of a HCU Consultative Committee

- (a) Where any party so requests, the Parties will establish a HCU Consultative Committee as a vehicle to improve communication and genuine consultation in the workplace.

- (b) Without limiting the range of activities and matters which the Parties may at any time agree to include in the Terms of Reference of the Committee, the Committee will deal with any industrial matters.
- (c) The Committee will develop and endorse its own specific Terms of Reference
- (d) The Committee will, subject to subclause 57.4(c) consist of equal numbers of representatives of employees and the Employer. The employee representatives will be directly elected by all employees to whom this Agreement applies and who are engaged at that HCU.
 - (i) No distinction will be made by the Parties between members and non-members of the Unions.
- (e) Each Union may nominate an additional accredited workplace representative as a member of the Committee.
- (f) Each Union may nominate an official to attend meetings of the Committee.
- (g) Meetings of the Committee will be scheduled to occur during the ordinary working hours of members. It is however acknowledged that some commitment of members' time outside of normal working hours may be required.
- (h) The Employer will provide Committee members with reasonable time away from their normal work to undertake the duties of members, which will include but will not necessarily be limited to:
 - (i) Formal and informal consultation with staff in the workplace.
 - (ii) Participation in working parties which may be established by the Committee.
 - (iii) Meetings of employee representatives immediately prior to meetings of the Committee.
 - (iv) Participation in agreed training designed to equip members with the knowledge and skills to contribute effectively to the business of the Committee.
- (i) The Committee will develop agreed protocols for the release of members from their normal work.
- (j) The Parties will agree, on a HCU by HCU basis, on the resources necessary to support the functioning of the Committee.

57.3 System-wide Consultative Committee

- (a) A Union may request a System-wide Consultative Committee (SWCC) to be established for system-wide operational issues, comprising of Union representatives including Union delegates and the System Manager or nominee.
- (b) System-wide issues arising from HCU Committees may be escalated to the SWCC.

- (c) The SWCC will monitor developments, consult, and address system-wide operational issues.
- (d) The SWCC will be scheduled within 28 days of a written request being received from either party.
- (e) Meetings of the SWCC will be scheduled to occur during the ordinary working hours of members. It is however acknowledged that some commitment of members' time outside of normal working hours may be required.
- (f) The Employer will provide members with reasonable time away from their normal work to undertake the duties of members.

58. INTRODUCTION OF CHANGE

58.1 Employer's Duty to Notify

- (a) The Employer will notify the employees and the Union(s), where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology, that are likely to have significant effects on the employees.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's work force or in the skills required; the elimination or lessening of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for re-training or transfer of employees to other work or locations and the re-structuring of jobs. Provided that an alteration will not be deemed to have "significant effects" where the Agreement provides for such alteration.

58.2 Employer's Duty to Discuss Change

- (a) Discussion between the Employer and the employee(s) affected and the Union(s) will commence as soon as possible after a firm decision has been made by the Employer to make the changes referred to in subclause 58.1(a) above.
- (b) Such discussions will include: the effects the changes are likely to have on employee(s) and measures to reduce the adverse effects of such changes; and
- (c) The Employer will give prompt consideration to matters raised by the employee(s) and/or the Union(s) in relation to the changes.
- (d) For the purposes of such discussion, the Employer will provide to the employee(s) concerned and the Union(s), all relevant information about the changes, provided that the Employer will not be required to disclose confidential information, which would be inimical to the Employer's interest.

59. REDEPLOYMENT AND REDUNDANCY

- 59.1 The Parties acknowledge that the *Public Sector Management Act 1994* (WA) and the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (Regulations) provide the legislative framework for redeployment and redundancy for employees covered by this Agreement. If the provisions of this clause and the Regulations are inconsistent, the Regulations prevail.
- 59.2 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.
- 59.3 The Employer and prospective Employer will seek to place Surplus employees in suitable positions, pursuant to subclause 59.2.
- 59.4 The Employer will provide Surplus employees with direct access to priority vacancies through the online Recruitment Advertising Management System.
- 59.5 The Employer will provide Surplus employees with case management in line with the Public Sector Commission's *Redeployment – A guide for agencies and Redeployment and Redundancy – Case management guidelines* 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.
- 59.6 On notification of registration, the Employer will provide an employee who is notified of the Employer's intention to register them under regulation 18 of the Regulations with the written reason/s for the intended registration and the possible employment, placement and training options available to them.
- 59.7 Where the Employer is able to do so consistent with Commissioner's Instruction 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 12 – *Redeployment and Redundancy*, the Employer may Suspend the Redeployment period for the portion allowable.
- 59.8 When a Registered employee enters the last three months of their Redeployment period, the Employer will notify the Union as soon as possible.

PART 8 – WORK HEALTH AND SAFETY REPRESENTATIVES

60. WORK HEALTH AND SAFETY REPRESENTATIVES

- 60.1 The Employer will maintain a Health and Safety Representative Register.
- 60.2 The Health and Safety Representative Register will record the following information for each representative:
- (a) name;
 - (b) department/ward;
 - (c) site;
 - (d) job title/occupation;
 - (e) date of election as a representative;
 - (f) details of the work group represented; and
 - (g) training details on completion of relevant health and safety training courses, including initial and refresher training dates.
- 60.3 The Employer will provide detail as per subclause 60.2 to the Union and System Manager every six months.
- 60.4 On 31 January each year, the System Manager will provide a year to date summary of the Health and Safety Representative Register for the WA Health System to the Department of Local Government, Industry Regulation and Safety – Government Sector Labour Relations.
- 60.5 The provisions of subclause 60.5 and 60.9 shall be read and interpreted in conjunction with the *Work Health and Safety Act 2020* (WA) and *Work Health and Safety (General) Regulations 2022* (WA). To the extent this clause provides for more generous entitlements, this clause will apply.
- 60.6 The Employer acknowledges the importance of ensuring Health and Safety Representatives are provided with work health and safety training.
- 60.7 The Employer will proactively facilitate the training of Health and Safety Representatives within the timeframes specified in the following table:

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

- 60.8 Where a Health and Safety Representative does not request to attend a training course in work health and safety as per section 72(c) of the *Work Health and Safety Act 2020* (WA), the employee will attend a training course provided by Unity Training Services, subject to:

- (a) Unity Training Services being a training provider as approved by the Work Health and Safety Commission;
- (b) the Health and Safety Representative being required to attend the training course under the *Work Health and Safety Act 2020 (WA)* or *Work Health and Safety (General) Regulations 2022 (WA)*; and
- (c) the Employer meeting their obligations under the *Financial Management Act 2006 (WA)*.

60.9 The Employer will:

- (a) allow a Health and Safety Representative paid time off work to attend training;
- (b) ensure the Health and Safety Representatives is paid in full, including any shift penalties that they would otherwise be entitled to receive for performing the representative's normal duties during the time taken to facilitate their attendance;
- (c) ensure any Health and Safety Representative that is a shift worker is given adequate rest before and/or after any shift prior to or after their attendance, and the facilitation of such rest shall not require the shift worker to use any form of leave, paid or otherwise; and
- (d) pay the course fees and any other reasonable costs associated with a Health and Safety Representative's attendance.

PART 9 – UNION REPRESENTATIVES

61. UNION REPRESENTATIVES

61.1 Subject to the recognition of properly constituted authority, Union representatives appointed by the Union will be recognised by the Employer. The Employer will be notified in writing by the Union of the representatives appointed.

62. LEAVE TO ATTEND UNION BUSINESS

62.1 The Employer will grant paid leave during ordinary working hours to an employee:

- (a) who is required to give evidence before any Industrial Tribunal;
- (b) who as a Union representative of the employees is required to attend negotiations and/or conferences between the Union and Employer;
- (c) when prior agreement between the Union and Employer has been reached for the employee to attend official Union meetings for negotiations or industrial hearings;
- (d) who as a Union nominated representative of the employees is required to attend joint Union/management consultative committees or working parties.

62.2 The granting of leave pursuant to subclause 62.1 will only be approved:

- (a) where an application for leave has been submitted by an employee a reasonable time in advance;
- (b) for the minimum period necessary to enable the Union business to be conducted or evidence to be given;
- (c) for those employees whose attendance is essential; and
- (d) when the operation of the organisation is not being unduly affected and the convenience of the Employer impaired.

62.3 Employee Union Meetings

Subject to reasonable notice being provided to the Employer:

- (a) employees will be granted paid time off to attend four meetings per calendar year of up to one hour's duration at the workplace;
- (b) where a meeting exceeds one hour, any absence will be without pay for that part of the meeting which exceeds one hour; and
- (c) to conduct these meetings the Union, upon written request, will be given access to a private facility at the workplace for the duration of each meeting, if such a facility is reasonably available.

62.4 Leave will be granted at the Ordinary salary.

62.5 Leave granted will include any necessary travelling time during working hours.

62.6 The Employer is not liable for any expense incurred by the employee when attending union business.

62.7 The provisions of this clause will not apply when an employee is absent from work without the approval of the Employer.

62.8 Reasonable unpaid leave is available to an employee nominated by the Union to attend to union business in work time, subject to operational requirements.

62.9 Nothing in this clause will diminish the existing arrangements relating to the granting of paid leave for union business.

63. TRADE UNION TRAINING LEAVE

63.1 Subject to the provisions of this clause:

- (a) An employee nominated or nominating to attend trade union training will be granted up to five days paid leave per annum, by agreement, which may be taken in full or half days. Up to 10 days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed 10 days.

- (b) A qualifying period of 12 months in Government employment will be served before an employee is eligible to attend courses or seminars of more than a half day duration, unless otherwise agreed.

63.2 Approval of leave requested pursuant to subclause 63.1 will be subject to:

- (a) notice of at least four weeks or a lesser period by agreement, being given to the Employer;
- (b) the request being made in writing detailing the subject, date, duration, venue and authority conducting the course of the leave and being accompanied by Union authorisation; and
- (c) the operation of the organisation not being unduly affected nor the convenience of the Employer impaired.

63.3 Leave will be granted at Ordinary salary and:

- (a) will not include shift allowances, penalty rates or overtime but shift workers will be deemed to have worked the shifts they would have worked had they not attended the course for all other purposes of the Agreement.
- (b) where a public holiday or Rostered day off (including a Rostered day off as a result of working a 38 hour week) falls during the duration of a course, a day off in lieu of that day will not be granted.

63.4 The Employer is not liable for any expense incurred by the employee when attending trade union training.

63.5 The provisions of this clause will not apply when an employee is absent from work without the approval of the Employer.

64. RIGHT OF ENTRY

64.1 An accredited official will, on no less than one days' prior notification to the Employer, or a lesser period where so specified by the *Industrial Relations Act 1979* (WA), or as agreed to by the parties, have the right to enter the workplace during working hours, including meal breaks, for the purpose of discussing with employees covered by this Agreement, the legitimate business of the Union or for the purpose of interviewing employees, checking on salary rates, investigating award breaches or complaints concerning the application of this Agreement, or any other industrial matter, but will in no way unduly interfere with the work of the employees.

64.2 An accredited official will show the authority issued by the Commission if requested to do so.

64.3 Union Notices

Subject to the provisions of this clause, the Employer will allow an accredited official to post a copy of this Agreement or any Union notice on nominated notice boards.

64.4 Notice Board

Notice board(s) on which Union notices may be posted will be provided by the Employer in suitable locations.

PART 10 – DISPUTE RESOLUTION PROCEDURE

65. DISPUTE RESOLUTION PROCEDURE

65.1 In order to minimise the effect of any question, dispute or difficulty that may arise between the Parties or between the Employer and its employee(s), the following procedure will be observed.

- (a) Where a dispute, grievance or other question arises, the employee(s) concerned will raise the matter with the appropriate Supervisor or other nominated representative.
- (b) If not satisfactorily settled, or in cases where the matter is of such a nature as to warrant the omission of the step detailed in subclause 65.1(a) hereof, the shop steward and/or the employee(s) concerned will discuss the matter with the appropriate Employer representative.
- (c) If satisfaction is not achieved, the Shop Steward of the employee(s) will refer the matter to an appropriate full time official of the Union, who will discuss the matter with the appropriate representative of the Employer.
- (d) Each of the foregoing steps will be followed in good faith and without any undue or unreasonable delay by any party. Three working days will normally be considered reasonable for the purposes of moving from one to another of each of the foregoing steps.
- (e) This procedure will not apply in the event of any genuine issue involving the safety of the employee(s), or other person.
- (f) Throughout the foregoing procedure normal work will continue. No party will be prejudiced to final settlement by the continuance of work in accordance with this subclause.
- (g) At the employee's option, a shop steward or another nominated person may also be present at any of the meetings held regarding the dispute, grievance or question.
- (h) Nothing in this clause constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008* (WA).

65.2 Disciplinary Procedure

- (a) The disciplinary provisions of the *Health Services Act 2016* (WA) will apply to employees under the Agreement.
- (b) An employee will have the right to representation at any stage of a disciplinary procedure, which may include Union representation.

(c) Counselling

If the Employer finds an employee has committed an act of misconduct that is determined to be minor in nature and the employee's work performance and conduct is otherwise satisfactory, in lieu of issuing a reprimand as disciplinary action under the *Health Services Act 2016* (WA), the Employer may take improvement action under that Act and conduct a counselling meeting with the employee during which:

- (i) the employee will be advised of the expected standards of performance and conduct, how these have not been met, and of the improvement required; and
- (ii) a written record will be made of the counselling meeting, which will be provided to the employee, noting this will not in itself constitute a reprimand.

65.3 Access to the Commission

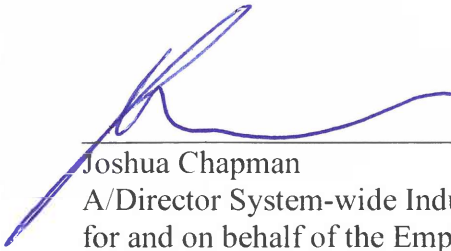
At any stage of these procedures, either party may refer the matter to the Commission for resolution. However, this will not occur until such time as the persons involved in the question, dispute or difficulty have made a reasonable attempt to resolve the question, dispute or difficulty.

65.4 Maintenance of Services


- (a) The Union(s) recognise that the Employer has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) The grievance procedure has been developed between the Parties to provide an effective means by which employees may reasonably expect problems to be dealt with as quickly as possible by the Employer.
- (c) Accordingly, the Union(s) agree that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Employer's operations.
- (e) The Parties will agree, on a HCU by HCU basis, in writing on guidelines on the supply of labour and circumstances in which such labour will be called upon at each HCU.

PART 11 – SIGNATORIES

66. SIGNATORIES



Joshua Chapman
A/Director System-wide Industrial Relations
for and on behalf of the Employers




Adam Woodage
State Secretary
Electrical Trades Union WA



Troy Smart
State Secretary
The Plumbers and Gasfitters Employees' Union of Australia,
West Australian Branch, Industrial Union of Workers



Mick Buchan
State Secretary
The Construction, Forestry, Mining and Energy Union of Workers



Steve McCartney
State Secretary
The Automotive, Food, Metals, Engineering, Printing and
Kindred Industries Union of Workers Western Australian Branch

PART 12 – SCHEDULES

SCHEDULE A – SALARIES

1. This Agreement provides for the following Ordinary salaries:

Classification and Increment	Existing Rate	On and from 1 Jan 2025	On and from 1 Jan 2026	On and from 1 Jan 2027
Non-Trade Qualified Level 1				
1.1	\$55,634	\$58,912	\$61,268	\$63,412
1.2	\$57,912	\$61,304	\$63,756	\$65,987
1.3	\$60,987	\$64,532	\$67,113	\$69,462

Non-Trade Qualified Level 2				
2.1	\$63,834	\$67,522	\$70,223	\$72,681
2.2	\$68,163	\$72,067	\$74,950	\$77,574
2.3	\$71,008	\$75,645	\$78,671	\$81,425
2.4	\$73,856	\$79,224	\$82,393	\$85,277
Advanced Skill				
2-AS	N/A	N/A	\$82,893	\$85,794

Trade Qualified Level 3				
3.1	\$71,008	\$75,645	\$78,671	\$81,425
3.2	\$73,856	\$79,224	\$82,393	\$85,277
3.3	\$76,703	\$82,802	\$86,115	\$89,130
3.4	\$79,550	\$86,381	\$89,837	\$92,982
Advanced Trade				
3-AT	\$82,397	\$89,959	\$93,558	\$96,833

Trade Qualified Level 4				
4.1	\$73,856	\$80,116	\$83,321	\$86,237
4.2	\$76,703	\$83,694	\$87,042	\$90,088
4.3	\$82,397	\$90,851	\$94,485	\$97,792
Advanced Trade				
4-AT	\$85,243	\$94,430	\$98,207	\$101,644

2. In addition to the rates specified above, employees described in the following table will be paid the specified annual allowance. The allowance will be treated as Ordinary salary for all purposes of this Agreement.

	Existing Rate	On and from 1 Jan 2025	On and from 1 Jan 2026	On and from 1 Jan 2027
Plumber	\$1,502	\$1,658	\$1,724	\$1,784
Electrician	\$1,579	\$2,220	\$2,309	\$2,390

SCHEDULE B – TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE

Item	Particulars	Column A Daily Rate	Column B Daily Rate Employees with dependents relieving allowance for period in excess of 42 days	Column C Daily Rate Employees without dependents relieving allowance for period in excess of 42 days
		\$	\$	\$
Allowance to meet incidental expenses only				
(1)	Incidental Allowance	35.05		
Accommodation involving an overnight stay where food and accommodation is not provided				
(2)	WA – Metropolitan Hotel or Motel	485.20	242.60	161.70
(3)	Locality South of 26 ⁰ South Latitude	427.20	213.60	142.40
	Northam	440.20	220.10	146.70
(4)	Locality North of 26 ⁰ South Latitude	427.20	213.60	142.40
	Broome	475.20	237.60	158.40
	Exmouth	455.20	227.60	151.70
	Karratha	508.20	254.10	169.40
	Kununurra	442.20	221.10	147.40
	Newman	491.20	245.60	163.70
	Wickham	508.70	254.35	169.55
(5)	Interstate – Capital City			
	Sydney	517.20	258.60	172.40
	Melbourne	485.20	242.60	161.70
	Adelaide	431.20	215.60	143.70
	Brisbane	477.20	238.60	159.05
	Canberra	466.20	233.10	155.40
	Darwin	513.20	256.60	171.05
	Hobart	455.20	227.60	151.70
(6)	Interstate – Other than Capital City	427.20	213.60	142.40
Allowance to meet incidental and meal expenses				
(7)	Incidental and Meal Allowance	220.20		
Allowance to meet meal expenses only				
(8)	Breakfast	42.15		
	Lunch	59.60		
	Dinner	83.40		
Midday Meal (Clause 23.11)				
(9)	Rate per meal	23.20		
(10)	Maximum rate per pay period	116		

SCHEDULE C – COMPETENCY BASED CLASSIFICATION STRUCTURE

1. The provisions formerly contained in this Schedule can be found in the WA Health System Engineering and Building Services Industrial Agreement 2023 and are applicable pursuant to subclause 55.4(c) of this Agreement.

The boundaries of the various districts will be as described.

District:

1. The area within a line commencing on the coast; thence east along latitude 28 to a point north of Tallering Peak, thence due south to Tallering Peak; thence southeast to Mt Gibson and Burracoppin; thence to a point southeast at the junction of latitude 32 and long 119; thence south along long 119 to coast.
2. That area within a line commencing on the south coast at long 119 then east along the coast to long 123; then north along long 123 to a point on latitude 30; thence west along latitude 30 to the boundary of No 1 District.
3. The area within a line commencing on the coast at latitude 26; thence along latitude 26 to long 123; thence south along long 123 to the boundary of No 2 District.
4. The area within a line commencing on the coast at latitude 24; thence east to the South Australian border; thence south to the coast; thence along the coast to long 123 thence north to the intersection of latitude 26; thence west along latitude 26 to the coast.
5. That area of the State situated between the latitude 24 and a line running east from Carnot Bay to the Northern Territory Border.
6. That area of the State north of a line running east from Carnot Bay to the Northern Territory Border.