

**WESTERN AUSTRALIAN FIRE SERVICE ENTERPRISE BARGAINING AGREEMENT
2023**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	DEPARTMENT OF FIRE AND EMERGENCY SERVICES	APPLICANT
	-v-	
	UNITED PROFESSIONAL FIREFIGHTERS UNION OF WA	RESPONDENT
CORAM	COMMISSIONER T EMMANUEL	
DATE	WEDNESDAY, 6 DECEMBER 2023	
FILE NO/S	AG 35 OF 2023	
CITATION NO.	2023 WAIRC 00945	

Result Agreement registered

Representation

Applicant Ms N Pyne (as agent)

Respondent Ms K O’Hara (as agent)

Order

WHEREAS this is an application pursuant to section 41 of the *Industrial Relations Act 1979* (WA) to register an industrial agreement;

AND HAVING heard from Ms N Pyne (as agent) on behalf of the applicant and Ms K O’Hara (as agent) on behalf of the respondent;

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

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 30 November 2023 entitled the *Western Australian Fire Service Enterprise Bargaining Agreement 2023* and attached to this order be registered as an industrial agreement in replacement of the *Western Australian Fire Service Enterprise Bargaining Agreement 2020*, which by operation of s 41(8) is cancelled.

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

COMMISSIONER T EMMANUEL

**WESTERN AUSTRALIAN FIRE SERVICE
ENTERPRISE BARGAINING AGREEMENT 2023**

1. Title of Agreement

- (1) This Agreement shall be known as the Western Australian Fire Service Enterprise Bargaining Agreement 2023 and replaces the Western Australian Fire Service Enterprise Bargaining Agreement 2020.

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3. Application and Parties Bound

- (1) The parties to the Agreement are:
 - (a) the Fire and Emergency Services Commissioner of the Department of Fire and Emergency Services; and
 - (b) the United Professional Firefighters Union of Western Australia.
- (2) This Agreement will apply to DFES and all Employees working in DFES in one of the classifications outlined in clause 12 of this Agreement, who are members of or eligible to be members of the United Professional Firefighters Union of Western Australia.
- (3) The parties estimate that, as at the date of registration, the number of Employees subject to this Agreement totals 1250.

PART 1 – FRAMEWORK

4. Definitions

“**Agreement**” means the Western Australian Fire Service Enterprise Bargaining Agreement 2023.

“**Award**” means the *Fire Brigades Employees Award 1990 No A28 of 1989*.

“**Consultation**” means more than just an exchange of information. It means an effective contribution to the decision-making process not only in appearance but in fact.

“**Employee/s**” means those Employees eligible to be covered by this Agreement.

“**Employer**” means the Commissioner of the Department of Fire and Emergency Services.

“**Evidence that would satisfy a reasonable person**” means documentation which may include but is not limited to, a medical certificate and/or a statutory declaration.

“**DFES**” means the Department of Fire and Emergency Services.

“**FRS**” means the Fire and Rescue Service of Western Australia.

“**Member of the employee’s family or household**” means 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. This includes:

- (a) The Employee’s spouse or de facto partner;
- (b) A child, step-child or grandchild of the Employee (including an adult child, step-child or grandchild);
- (c) A parent, step-parent or grandparent of the Employee;
- (d) A sibling of the Employee; or
- (e) Any other person who, at or immediately before the relevant time for assessing the Employee’s eligibility to take leave, lived with the Employee as a member of the Employee’s household.

“**Previous Agreement**” means the Western Australian Fire Service Enterprise Bargaining Agreement 2020.

“SAMS” means Staffing Administration Management System.

“Union” means the United Professional Firefighters Union of Western Australia.

“WAIRC” means the Western Australian Industrial Relations Commission.

5. Duration of the Agreement

- (1) The Agreement shall commence from the date of registration.
- (2) This Agreement will expire on 8 June 2025.
- (3) The parties to this Agreement agree to commence negotiations for a replacement Enterprise Bargaining Agreement no later than six months prior to the expiry of this Agreement.

6. Relationship to the Award

- (1) This Agreement shall be read in conjunction with the *Fire Brigade Employees' Award 1990 No. A28 of 1989*. This Agreement will prevail to the extent of any inconsistencies.

7. Award Update Commitment

- (1) The parties to this Agreement commit to updating the Award during the life of this Agreement, with any update to result in no change to entitlements.

8. No Further Claims

- (1) The parties to this Agreement undertake that for the duration of the Agreement there will be no further wage increases sought or granted except those provided under the terms of this Agreement.
- (2) The parties to this Agreement undertake that for the term of this Agreement there will be no further claims on matters contained in this Agreement except where specifically provided for.

9. Reserved Matters/Liberty to Apply

- (1) Notwithstanding Clause 8 – No Further Claims of this Agreement, the parties agree to negotiate possible variations to this Agreement during its life on new provisions relating to intrastate, interstate and international deployments.
- (2) If agreement is reached by the parties, an application will be made under section 43 of the *Industrial Relations Act 1979 (WA)* to vary the Agreement.

10. Effective Communication and Consultation

- (1) Effective communication and consultation is critical to the success of this Agreement. It will be achieved through two way information sharing.
- (2) Information sharing will include all parties working cooperatively together to achieve the:
 - (a) strategic direction and aims of DFES and mutual contribution and involvement required of Employees in achieving them;

- (b) key measures of performance including, quantity, quality timelines and cost benchmarks;
 - (c) evaluation of outcomes including customer and Employee survey results; and
 - (d) key outcomes for Employees consistent with the objectives of the Union.
- (3) Communication and consultation strategies will focus on continuous improvement with regard to developing relationships both internally and externally to the organisation, the identification of barriers to productivity, quality and efficiency.
- (4) The parties are committed to improving those initiatives through a process of continuous review and enhancement.
- (5) The parties to this Agreement are committed to continuing the challenge and addressing issues that arise in a cooperative and consultative manner. This approach will ensure effective communication and the satisfactory resolution of problems and grievances while continually maintaining a quality customer service.

11. Dispute Resolution Procedure

- (1) The parties to this Agreement recognise they have differing roles and responsibilities. Accordingly, the Union recognises the Employer has a statutory and public responsibility to the public of Western Australia and the Employer recognises the Union has the right to take appropriate measures to protect and improve the working conditions and remuneration of its members.
- (2) In recognising their differing roles and responsibilities the parties to this Agreement are committed to the resolution of disputes, which is essential for ensuring that service delivery is not interrupted.
- (3) Any party to, or Employee covered by this Agreement raising any questions, difficulties or disputes arising in the course of the employment of Employees shall be dealt with in accordance with the procedure set out below.
- (4) Wherever possible disputes will be resolved at the lowest level by the parties directly affected (i.e. Employees and managers). Any party involved in the dispute process may seek advice and/or include the involvement of the Union or other independent representative to assist during any stage of the process.
- (5) While the dispute resolution procedure is being followed, work must continue in accordance with the existing situation or practice that existed immediately prior to the subject matter of the grievance or dispute occurring. No party shall be prejudiced as to the final settlement by the returning to the status quo (i.e. the condition applying prior to the issue arising) or the continuance of work in accordance with this sub clause.
- (6) The parties to this Agreement accept that where a bona fide safety issue exists Employees will not work in an unsafe environment but where appropriate be assigned to alternative work in accordance with the *Work Health and Safety Act 2020 (WA)* and *Work Health and Safety (General) Regulations 2022 (WA)*.
- (7) Dispute Resolution Procedure
- (a) Stage 1

The matter is to be discussed between the Employee(s) and their immediate supervisor or line manager with a view to improving communication and achieving immediate resolution.

- (b) Stage 2
If not settled at stage 1, the matter is to be discussed within 24 hours or the next available shift, between the Employee(s), the supervisor or line manager and the relevant director or branch manager.
 - (c) Stage 3
If not settled at stage 2, the matter is to be discussed further involving a representative from the Workforce Management Branch.
 - (d) Stage 4
If not settled at stage 3, the matter is to be referred to the relevant Director or Assistant Commissioner.
 - (e) Stage 5
If the matter is still not resolved either party may refer the matter to the WAIRC for conciliation and/or arbitration. The parties agree to abide by the decision of the WAIRC. This does not prevent any of the parties from exhausting all avenues of appeal to the WAIRC that may be open to them.
- (8) While the parties promote the resolution of disputes at the lowest possible level, where it is considered conducive to achieving resolution of the dispute, the Secretary of the Union, or their nominee and senior management, or their nominee, may enter into the discussion by agreement at any stage of the process. This may be at the request of the parties involved in the dispute, or at their own initiative.
- (9) Nothing in this Agreement constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008 (WA)*.

PART II – CONDITIONS OF EMPLOYMENT

12. Wage Rates and Classifications

- (1) These arrangements replace Clause 7 – Promotions of the Award.
- (2) Firefighter Classifications

Classification	Level
Trainee Firefighter	
5 th Class Firefighter	
4 th Class Firefighter	
3 rd Class Firefighter	
2 nd Class Firefighter	
1 st Class Firefighter	
Senior Firefighter	
Leading Firefighter	
Station Officer	- Level 1
	- Level 2
Area Officer	
District Officer	
Superintendent	
Chief Superintendent	

- (a) Firefighters will be eligible for progression through the firefighter classifications subject to the following:
 - (i) Upon attainment of the skills and competencies at the trainee level, a trainee firefighter will progress to the level of 5th class firefighter.
 - (ii) 5th class firefighters will progress to 4th class after 12 months combined satisfactory service as a Trainee Firefighter and in 5th class, and successful completion of the appropriate competency levels.
 - (iii) 4th class firefighters will progress to 3rd class, after 12 months satisfactory service in 4th class and successful completion of the appropriate competency levels.
 - (iv) 3rd class firefighters will progress to 2nd class after 12 months satisfactory service in 3rd class and successful completion of the appropriate competency levels.
 - (v) 2nd class firefighters will progress to 1st class, after 12 months satisfactory service in 2nd class and successful completion of the appropriate competency levels.
 - (vi) 1st class firefighters will progress to senior firefighter after 12 months satisfactory service in 1st class and successful completion of the appropriate competency levels.
- (b) Promotion to vacancies at the Station Officer Level 1 rank will be from firefighters (or equivalent) who have successfully attained the appropriate competencies (or equivalent) as agreed between the parties and in accordance with merit selection.

- (c) Promotion to vacancies at the Station Officer Level 2 rank will be from Station Officers (or equivalent) after two years' service at Station Officer Level 1 who have successfully attained the appropriate competencies (or equivalent) as agreed between the parties.
- (d) Promotion to vacancies at the Area Officer rank will be from Employees who have successfully attained the appropriate competencies (or equivalent) as agreed between the parties and in accordance with merit selection.
- (e) Promotion to vacancies at the District Officer rank will be from Employees who have successfully attained the appropriate competencies (or equivalent) as agreed between the parties and in accordance with merit selection.
- (f) Promotion to vacancies at the Superintendent rank will be from Employees who have successfully attained the appropriate competencies (or equivalent) as agreed between the parties and in accordance with merit selection.
- (g) Promotion to vacancies at the Chief Superintendent rank will be from Employees who have successfully attained the appropriate competencies (or equivalent) as agreed between the parties and in accordance with merit selection.

(3) Applied Training Classifications

Applied Training Assistant	- Grade 1
	- Grade 2
	- Grade 3
	- Grade 4
	- Grade 5
Safety Training Officer	- Grade 5

- (a) Applied Training Assistants will progress between the grades on attainment of the appropriate skills and competencies required for the position, with the exception of Grade 5, which is of a high level and by appointment only.
- (b) The Safety Training Officer position is a high level position and by appointment only.

(4) Communications Centre Classifications

Communications Systems Officer	- Level 1
	- Level 2
	- Level 3
	- Level 4

- (a) Communications Systems Officers will progress between the levels on attainment of the appropriate skills and competencies as agreed between the parties.

(5) Building Fire Safety Officer Classifications

Level	Title	Service Requirements
Probationary/Introductory	Building Fire Safety Officer	6 months
Level 1	Building Fire Safety Officer	12 months
Level 2	Building Fire Safety Officer	12 months
Level 3.1	Building Fire Safety Officer	12 months
Level 3.2	Building Fire Safety Officer	12 months
Level 4.1	Senior Building Fire Safety Officer	12 months
Level 4.2	Senior Building Fire Safety Officer	12 months
Level 5	Senior Building Fire Safety Officer	12 months
Level 6	District Officer	N/A
Level 7	Superintendent	N/A

- (a) Built Environment Branch (BEB) – Building Fire Safety Officers are non-rostered shiftwork Employees.
- (b) Progression through the BEB career pathway will be by completion of the agreed competencies as per the BEB Development Program and agreed service length requirements at each level as set out above, or as otherwise agreed between the parties with signed documents exchanged between the parties confirming such agreement.
- (c) The structure will include the ranks of District Officer and Superintendent.
- (d) Promotion to the District Officer position will be in accordance with merit selection based on the appropriate operational, technical and management skills required for the position and appointed through the District Officer promotion process.
- (e) Promotion to the Superintendent position will be in accordance with merit selection based on the appropriate operational, technical and management skills required for the position and appointed through the Superintendent promotion process.
- (f) All new Employees will commence at the introductory level unless mapping of competencies and experience demonstrates a higher commencement classification.

(6) Instructor Classifications

Classification	Level	Relativity (% of District Officer base rate)
Instructor (I) Trainer	1	92%
Instructor/Assessor (IA) Trainer	2	94%
Senior Instructor/Assessor (SIA) Trainer	3	96%
Senior Instructor/Assessor (SIA) Trainer/ Point of Contact Instructor (POC)	4	98%

- (a) The matter of classifications and remuneration for Instructors at the Western Australian Fire and Emergency Services Academy (WA FES Academy) was subject to arbitration in the WAIRC. The Order [2011 WAIRC 01182] was issued on 23 December 2011 declaring that a new classification of Instructor be created and included the classifications, pay rates and allowances due to the position of Instructor are those set out in the Schedule attached to the Order, as above.

- (b) Employees will be paid at the Instructor classification rate of pay subject to the following:
- (i) All instructing positions require a minimum rank of Senior Firefighter.
 - (ii) The classification of Level 1 Instructor Trainer will apply when working in a position that exercises the competencies set out in sub clause (6)(d)(i) or otherwise as agreed between the parties, for an Instructor.
 - (iii) The classification of Level 2 Instructor/Assessor Trainer will apply when working in a position that exercises the competencies set out in sub clause (6)(d)(ii) or as agreed between the parties, for a Senior Instructor/Assessor Trainer.
 - (iv) The classification of Level 3 Senior Instructor/Assessor Trainer will apply when working in a position that exercises the competencies set out in sub clause (6)(d)(iii) or as agreed between the parties, for a Senior Instructor/Assessor Trainer.
 - (v) The classification of Level 4 Senior Instructor/Assessor Trainer/Point of Contact will apply when working in a position that exercises the competencies as agreed between the parties. This classification is applied when a Senior Instructor/Assessor Trainer is required to be responsible for the moderation of a Training Resource Kit in a specified subject. The Senior Instructor/Assessor Trainer is recognised as a subject matter expert.
- (c) Instructing performed by an Employee above the Rank of Station Officer Level 2 will be paid at their classification rate or the Instructor rate for the instructing assessor competencies they hold, whichever is greater.
- (d) The competencies for the Instructor classifications for the purposes of sub clause (b) are set out below, or as otherwise agreed between the parties, with signed documents exchanged between the parties confirming such agreement:
- (i) Level 1 Instructor (I) Trainer Competencies DFES Code 0300 and/or DFES Code 0612; and
 - TAESS00028 - Work Skill Instructor Skill Set; or
 - TAESS00014 Enterprise Trainer – Presenting Skill Set; or
 - TAESS00007 Enterprise Trainer – Presenting Skill Set
 - (ii) Level 2 Instructor/Assessor (IA) Trainer Competencies DFES Code 0300 and Code 0301; and/or DFES Code 0612; and
 - TAESS00021 Facilitation Skill Set; or
 - TAESS00015 Enterprise Trainer and Assessor Skill Set; or
 - TAESS00003 Enterprise Trainer and Assessor Skill Set.
 - (iii) Level 3 Senior Instructor/Assessor (SIA) Trainer
 - TAE40122 Certificate IV in Training and Assessment; or
 - TAE40116 Certificate IV in Training and Assessment; or
 - TAE40110 Certificate IV in Training and Assessment; and one of the following:
 - TAELLN421 - Integrate core skills support into training and assessment; or
 - TAELLN411 Address adult language, literacy and

- numeracy skills; or
- TAE LLN401A Address adult language, literacy and numeracy skills;
- and one of the following:
 - TAE ASS512 Design and develop assessment tools; or
 - TAE ASS502 Design and develop assessment tools; or
 - TAE ASS502A Design and develop assessment tools; or
 - TAE ASS502B Design and develop assessment tools.

(iv) Level 4 Senior Instructor/Assessor (SIA) Trainer / Point of Contact Instructor (POC)

- Same competencies as Senior Instructor/Assessor (SIA) Trainer; plus
- Recognised as a subject matter expert.

(e) The above classifications apply to the following positions existing as at the date of this Order:

Positions	Classification
All positions that involve instructing, but not assessing in a Trainee Firefighter School of Station Officer Development Program, Core Skills Program, Skills Enhancement Program, Specialist Course and General Training.	Level 1 Instructor (I) Trainer
All positions that involve instructing or assessing in a Trainee Firefighter School, Station Officer Development Program, Core Skills Program, Skills Enhancement Program Specialist Course, and General Training.	Level 2 Instructor/Assessor Trainer
Applied Training Officers (ATO) Training Development Officers (TDO) Major Incident Training Officers Special Projects Officer (Training) Lead Instructors for Trainee Firefighter Schools Breathing Apparatus Course Instructors Driver Training Course Instructors Fire Fighting Course Instructors	Level 3 Senior Instructor/Assessor (SIA) Trainer
As per Level 3 and lead instructors for Trainee Firefighter Schools, subject specialist, or point of contact.	Level 4 Senior Instructor/Assessor (SIA) Trainer/Point of Contact Instructor (POC)

(f) Positions which are not mentioned in sub clause (6)(e) above, the duties of which are the same as or substantially similar to the duties of any of the positions which are so mentioned, shall be classified at the same classification as the relevant mentioned position.

- (g) Whenever an Employee holding any of the competencies set out in sub clause (6)(d) above prepares or delivers a training course in the Trainee Firefighter School, Station Officer Development Program, Core Skills and Skills Enhancement Program, the relevant Instructor classification shall apply to that Employee.
 - (h) Instructors appointed to work for one week or more and any Employee who is not appointed as an Instructor on a full-time basis for one year or more shall be paid the Other Duties Allowance for each week worked as detailed in clause 48 of this Agreement.
 - (i) Any disagreement or dispute about this schedule shall be determined in accordance with the Dispute Resolution Procedures set out in this Agreement.
- (7) During the life of the Agreement, the parties commit to discuss amendments to the Firefighter classification structure in relation to the possible inclusion of a new Senior Station Officer classification at the same rate of pay as the current Area Officer.
 - (8) The wage rates are contained in Schedule 1 – Wage Rates of this Agreement.

13. Review of Classification Structure

- (1) During the life of the Agreement, the parties will undertake to review progression/promotion through the rank structure, specifically by clarifying the meaning of the term “(or Equivalent) as agreed between the parties”.
- (2) The parties will undertake to review the current career pathways and the professional development for classifications under the Agreement, up to, and including the position of Area Officer in the first twelve months of the Agreement.

14. Wage Increases

- (1) The wage increases provided to Employees as a result of this Agreement are as follows:
 - (a) \$60.00 per week or 3% per annum (whichever is greater) effective on the date of registration of this Agreement; and
 - (b) \$60.00 per week or 3% per annum (whichever is greater) effective on and from 9 June 2024.
- (2) An Employee who is employed by the Employer on the date of registration of this Agreement will, on registration of the Agreement:
 - (a) receive payment equivalent to the additional weekly wage increase that would have been paid had the wages in Schedule 1 of this Agreement been paid on and from 9 June 2023; and
 - (b) receive payment equivalent to the increased penalty rates and allowances that would have been paid had they been adjusted on and from 9 June 2023.
- (3) An Employee who resigns or retires or whose employment is otherwise terminated prior to the registration of this Agreement is not entitled to the payment provided in sub clause (2).
- (4) The wages expressed in this Agreement are a total weekly rate of pay. The total wage rates are expressed in Schedule 1 of this Agreement.

15. Communication Systems Officers

- (1) DFES Communications Systems Officers are committed to continuous innovation and improvement to achieve highest quality customer service. This includes participation in training and mentoring of both new and existing Employees.
- (2) When there are no Employees undertaking rehabilitation work in the DFES Communications Centre, DFES Communications Systems Officers will enter reports into the Fire Incident Reporting System from hard copies during period of low activity.
- (3) The parties agree to consult and develop a process whereby incident reporting is completed by the incident controller.

16. Hours of Work

- (1) The ordinary hours of work under this Agreement are 38 per week.
- (2) Rostered Shiftwork Employees
 - (a) Rostered shiftwork Employees will work an average of 42 hours per week over an eight week cycle.
 - (i) The 42 hours are comprised of 38 hours plus two additional overtime hours as per sub clause (5) plus two accumulated hours as per clause 24 (2)(b) of this Agreement.
 - (ii) The 42 hours per week will be worked in consecutive shifts over an eight week cycle on the basis of:

two day shifts 0800 hours to 1800 hours
two night shifts 1800 hours to 0800 hours
four days off
 - (iii) The shifts will be worked by four platoons known as "A", "B", "C", and "D" Platoons.
 - (b) An Employee may, for the efficient working of the service, be required to change from one platoon to another, provided that where the Employee works in excess of 40 hours during the week in which the change occurs, the Employee will be paid at overtime rates for all such excess time.
- (3) Rostered Shiftwork Employees – Day Duties
 - (a) The provisions of this sub clause shall apply only to Employees undertaking duties in the following areas that have been agreed between the parties:
 - (i) Air Operations Employees; and
 - (ii) Instructors in the Skills Enhancement Program.
 - (b) The provisions of this sub clause may be extended to apply to other areas of duty only by agreement of the parties. Agreements of this kind shall be formalised through an exchange of letters indicating agreement and outlining the particulars of the arrangement.

- (c) Movement from rostered shiftwork to day duties arrangements will be by mutual agreement between the Employer and the Employee.
 - (d) Rostered shiftwork Employees on day duties will work an average of 42 hours per week over an eight week cycle to enable maintenance of rostered shiftwork entitlements.
 - (i) The 42 hours are comprised of 38 hours plus two additional overtime hours as per sub clause (5) plus 2 accumulated hours as per clause 24 (2)(b) of this Agreement.
 - (ii) The 42 hours per week will be worked as:
 - (aa) Four consecutive 10 hour day shifts, followed by four days off, on the basis of an eight-day rotating cycle. This will result in a minimum of 280 hours worked per eight week cycle.
 - (bb) The additional eight hours per eight-day cycle are to be utilised for planning and preparation time or other activities associated with the positions covered by this arrangement.
 - (iii) This will result in 336 ordinary hours worked per eight week cycle.
 - (e) Overtime may not be claimed in any eight-day cycle unless the period of work exceeds 12 hours on any one day, or more than eight hours of additional time worked has accumulated over the eight-day cycle.
 - (f) The start and finish times of the 10-hour day shift may be determined by the operational areas in accordance with service delivery requirements.
 - (g) Employees working under the provisions of this sub clause will continue to accrue leave as a rostered shiftwork Employee, as they are completing the required number of hours.
- (4) Non-rostered Shiftwork Employees
- (a) Non-rostered shiftwork Employees will work 320 hours over an eight week cycle (320/8).
 - (i) The 320 hours over an eight week cycle is comprised of 38 hours plus two additional overtime hours as per sub clause (5), multiplied by eight.
 - (ii) The 320/8 guidelines, inclusive of overtime payments, in Schedule 6 of this Agreement are to be applied working arrangements for Employees not on shiftwork.
- (5) Two Additional Hours
- (a) The two additional overtime hours structured into sub clause (2)(a) for rostered shiftwork Employees is to allow 48 hours to be worked over an eight day cycle.
 - (b) The two additional hours structured into sub clause (3)(d) for rostered shiftwork Employees – day duties is to allow 48 hours to be worked over an eight day cycle.

- (6) Applied Training Assistants and the Safety Training Officer
- (a) Applied Training Assistants and the Safety Training Officer will work an average of 40 hours per week.
 - (i) Applied Training Assistants will work an average of 40 hours per week Monday to Friday between 0700 and 1900 hours on a flexible basis to meet customer needs, over an eight week cycle.
 - (b) Subject to approval of the Employer, and agreement by the Employee, applied training assistants may work a non-rostered shiftwork arrangement in accordance with sub clause (4).
 - (c) The Safety Training Officer will work a Non-Rostered Shiftwork arrangement in accordance with sub clause (4).
 - (d) Approval must be gained prior to working overtime.
- (7) Communications Systems Officers
- (a) An Employee may, for the efficient working of the service, be required to change from one platoon to another.
 - (b) The Employer may vary the length and or number of shifts worked per week following consultation with the Employees subject to operational requirements.
 - (c) Delta Shiftworking Arrangements
 - (i) The Delta shift Employees will work an average of 42 hours per week over an eight day cycle.
 - (ii) Delta shift patterns will be flexible within the requirement to work 42 hours in an eight day cycle. Subject to agreement between the Delta shift Employee and the Employer, the shift pattern may be worked on the basis of either of the following:

two days on/two days off; or
four days on/four days off.
 - (iii) The shift length will be 12 hours, within a 14 hour spread of hours, (i.e. 12 hours work completed within the spread of hours of 9:00am to 11:00pm), determined by operational service delivery requirements and taking into account any Employee's personal considerations.
 - (iv) Overtime will be paid for any hours worked in excess of 12 hours on any shift.
 - (v) The roster will be determined from time to time by the manager in consultation with Delta shift Employees.
 - (vi) Movement between the 10/14 and the Delta shiftworking arrangements will be by agreement between the manager and Employee, with no change in leave entitlements or salary.
- (8)
- (a) Meal breaks will be as mutually agreed between the parties to this Agreement.
 - (b) All Employees covered by this Agreement receive a paid meal break which is deemed part of the rostered hours of work.

- (9) Movement between identified working arrangements in this clause will be by agreement between the Employer and the Employee. Where agreement cannot be reached the minimum notice period to be supplied to the Employee will be eight days.

17. Fatigue Management – Rostered Shiftworkers

- (1) The parties support the introduction of agreed fatigue management protocols for rostered shiftworkers over the term of the Agreement that will allow the development of fatigue management policies that reduce working of excessive hours and prescribe mandated rest breaks.
- (2) General
- (a) All Employees will fulfil their responsibilities to their own shifts as a priority.
 - (b) The hours of work should not exceed 92 hours in an eight day period commencing at 0800 hours on the first normal rostered day shift of one cycle through to 0800 hours on the first day of the next cycle.
 - (c) Permitted exception to hours of work may be necessary beyond the normal limitations. These include major, long duration incidents or when there is no alternative but to do so to maintain staffing levels. Any exception to hours of work beyond normal limitations must be approved by the Deputy Commissioner Operations.
 - (d) If a previously approved standby shift affects the cumulative total of 92 hours in an eight day period, such standbys may need to be rescheduled. However, Employees need to take into consideration standby commitments during the eight day period when considering agreeing to call backs and hold backs within that period. In instances where an approved standby may result in these hours being exceeded, the Employee needs to raise it with their supervisor so as to review possible management options.
 - (e) In instances where two full consecutive shifts (24 hours) have been worked, an Employee shall have an eight hour break without loss of pay. This eight hour break may lead to that Employee returning to work after their normal commencement time necessitating a short term hold back until that Employee returns to work.
 - (f) At the commencement of shift all Employees are to muster or make their presence known to their supervisor who will complete the staffing in SAMS. Priority for reliefs will be to fill staff shortages at the station they are currently at.
 - (g) The parties agree to work constructively to assess rostered patterns of work to support improved safety outcomes.

18. Overtime

- (1) Payment for Working Overtime
 - (a) Except as otherwise provided, any work done outside the hours prescribed in Clause 16 – Hours of Work of this Agreement is overtime and will be paid in accordance with paragraph (b) and (c) of this sub clause.
 - (b) For rostered and non-rostered shiftwork Employees all overtime will be paid at the rate of time and one half calculated by dividing the weekly rate of pay as specified in Schedule 1 of this Agreement by 40, multiplying by 1.5 then multiplying by the number of overtime hours worked.
 - (c) Applied Training Assistants whose hours of work are in accordance with clause 16(6)(a) will be paid overtime in accordance with the following:
 - (i) All time worked outside of ordinary working hours Monday to 12 noon Saturday will be paid for at the rate of time and one half for the first two hours then double time.
 - (ii) Work done on Saturday after 12 noon or on Sundays will be paid for at the rate of double time.
 - (iii) Work performed on a public holiday will be paid for in accordance with Clause 23 – Public Holidays, of this Agreement.
- (2) Call Back Arrangements
 - (a) In support of fatigue management, staffing levels are to be primarily maintained by call backs of off duty Employees. On no occasion, however, unless expressly approved by the Deputy Commissioner Operations, are Employees to enter into a work pattern that would lead them being committed to three consecutive shifts.
 - (b) An Employee must report for duty ready, willing and able to work.
 - (c) Where an off duty Employee is recalled to work, the following applies:
 - (i) When a call back is pre-arranged (i.e. a vacancy is known in advance and a call back arranged so as to report for work at the commencement of the shift), or the call back attends work at the required station within one hour of receiving the call back request, an additional two hours overtime will be paid to that Employee.
 - (ii) Where a call back does not lead into a normal rostered shift or an approved standby shift, motor vehicle allowance (cents per kilometre as per Clause 50 – Motor Vehicle Allowance and Schedule 4 – Motor Vehicle and Motor Cycle Allowance Rates) will be paid for each kilometre between an Employee's home and required work station and return.
 - (iii) Where the call back leads into a normal rostered shift or an approved standby shift at the same station, motor vehicle allowance (cents per kilometre as Clause 50 – Motor Vehicle Allowance and Schedule 4 – Motor Vehicle and Motor Cycle Allowance Rates) per will be paid for each kilometre between an Employee's home and required work station.

- (iv) Where the call back is to a station other than the one where the Employee's Personal Protective Clothing (PPC) is at, and then leads into a normal rostered shift or standby shift at another location, motor vehicle allowance (cents per kilometre as Clause 50 – Motor Vehicle Allowance and Schedule 4 – Motor Vehicle and Motor Cycle Allowance Rates) will be paid for each kilometre between that Employee's home and required work station and then travel to the other station for the second shift.
- (v) Payment under (ii), (iii) and (iv) above is subject to verification that the travel between the recall station and the home station actually occurred.
- (vi) The meal allowance provided in sub clause (6) will apply to call backs.

(3) Hold Back Arrangements

- (a) An Employee completing a shift may hold back for up to four hours to allow for the arrival of a relief Employee from another station, or for the recall and arrival to station of the off duty Employee (call back), or a decision is made by the Superintendent on how the staff shortage is to be managed.
- (b) Where the hold back extends for more than 15 minutes an Employee will be paid a minimum of two hours pay at overtime rates.
- (c) An Employee may not hold back if they have previously worked two consecutive shifts, except for a short term hold back due to an incident, or when it has been confirmed that a relief or call back Employee is available for that shortage, and therefore in such instance the short term hold back will not exceed four hours.
- (d) An Employee cannot hold back for more than four hours if it would lead into three consecutive shifts e.g. an approved stand by commitment. Full shift holdbacks are not permitted between an Employee's rostered day shifts (i.e. night shift hold back) or an Employee's rostered night shifts (i.e. a day shift hold back), unless a stand by for either of the second rostered shifts has been previously approved, and therefore not lead into three consecutive shifts.
- (e) The meal allowance provided for in sub clause (6) will apply to hold backs.

(4) Minimum Payment Incident Overtime

- (a) In the event that an Employee is required to stay on duty because of an operational incident the Employee will be paid at overtime rates for actual time worked up to the first fifteen minutes and if more than 15 minutes is worked then a minimum payment of one hour is paid at overtime rates.
- (b) Where clean-up is required, a maximum period of 30 minutes will be allowed to an Employee for cleaning subject to verification of the actual time required. The verification process will be agreed between the parties to this Agreement.
- (c) An Employee, when off duty and recalled to attend a fire call or other duty, will be paid a minimum of three hours at overtime rates whether or not they are required for the full three hour period.

(5) Time Off in Lieu of Payment

- (a) Where the Employee and Employer agree in writing prior to overtime being worked, time off in lieu of payment for overtime worked may be taken at the rate of time worked multiplied by 1.5.

(6) Overtime meal allowances

- (a) Where an Employee has not been notified the day previously or earlier that they will be required to work overtime, the Employer will ensure that Employees who worked such overtime in excess of two hours will be provided with any of the meals occurring during such overtime or be paid a meal allowance as per sub clause (6)(b).
- (b) The meal allowance of \$21.34, as at 1 July 2023, shall be increased effective 1 July each year in accordance with the movement of the Food Group Index of the Consumer Price Index (CPI) for Perth, as published for the preceding 12 months at the end of the March quarter by the Australian Bureau of Statistics.
- (c) An Employee recalled to duty to work a single shift will receive a meal allowance.
- (d) An Employee recalled to duty to work a shift that will continue into a normal rostered shift, will be entitled to a meal allowance on commencement of duty. A second meal allowance will be provided on completing six hours prior to a normal day or night shift.
- (e) An Employee required to hold back following a night shift will receive a meal allowance after the initial two hours overtime and a second meal allowance on completing five hours.
- (f) An Employee required to hold back following a day shift will receive a meal allowance after the initial two hours overtime.
- (g) Where a hold back or call back shift extends beyond one shift, each overtime shift or part of a shift will stand alone for the purposes of calculating meal allowances.

(7) Casual Relief Meal Allowance

- (a) An Employee who has not been notified the day previously or earlier that they will be required to complete a casual absence relief at a station other than their home station will receive a meal allowance.
- (b) For the purpose of this sub clause, a casual absence relief includes instances of Employees being sent from their home station to cover other stations. In this situation the meal allowance will be paid.

19. After Hours Allowances

- (1) These arrangements replace Clauses 19 – On Call and 19A – Availability After Hours Contact, of the Award.

(2) On Call

- (a) An Employee who is authorised in writing by the Employer to meet the conditions required of being "on call" during periods off duty, will be paid an allowance equivalent to nine hours full pay per week at his/her classification.

- (3) Availability
 - (a) From 1 January 2007, a Station Officer or Firefighter authorised in writing by the Employer to meet the conditions required of being available for recall when off duty, will be paid an allowance equivalent to four hours full pay per week at their classification.
 - (b) From 1 January 2007, Employees classified Area Officer and above that are required by the Employer to meet the conditions of being available for recall when off duty, will receive the additional allowance detailed in sub clause (3)(a) above.
- (4) An Employee required to be on call or available when off duty who is recalled to duty, will be remunerated for time worked including time spent travelling to and from the place of duty, in accordance with Clause 18 – Overtime of this Agreement.
- (5) Only one of these allowances is payable at a time.

20. Casual Employees

- (1) Casual Employees will be engaged on an hourly basis. They are paid an hourly rate based on the appropriate classification and the number of hours for which they are engaged plus an additional 25% in lieu of paid annual leave, paid personal leave, payment for public holidays and allowances payable under this Agreement or the Award.
- (2) Casual Employees will only be employed by agreement between the parties.

21. Part Time Employees

- (1) Communication Systems Officers and non-rostered shiftworkers may be engaged on a part time basis.
- (2) Part time Employees are Employees who are engaged to work less than the average of 42 hours per week in the case of Communications Systems Officers or 40 hours per week in the case of non-rostered shiftworkers.
- (3) Employees engaged on a part time basis will be paid a proportion of the appropriate full time wage dependent upon time worked.
- (4) Part time Employees will be entitled to the same leave and conditions as are prescribed for full time Employees on a proportionate basis.
- (5) A part time Employee may have his/her regular shifts varied by the Employer following consultation with the Employee subject to operational requirements.

22. Termination of Employment

- (1) This clause replaces Clause 33 – Termination of Employment of the Award.
- (2) An Employee shall give the Employer not less than two weeks' written notice of their intention to resign or retire.

- (3) The following minimum periods of notice, or payment in lieu of notice will be provided by the Employer:

Employee's period of continuous service with the Employer at the end of the day the notice is given	Period
Less than three years	2 weeks
More than three years but not more than five years	3 weeks
More than five years	4 weeks

- (4) The period of notice for an Employee who, at the end of the day the notice is given, is over 45 years of age and has completed at least two years' continuous service with the Employer, is to have the period of notice provided at sub clause (3) increased by one week.
- (5) An Employee deemed guilty of gross misconduct or neglect of duty, may be instantly dismissed or suspended from duty and shall not be entitled to any such notice or payment in lieu.

PART III - LEAVE

23. Public Holidays

- (1) The provisions of this clause replace Clause 9 – Public Holidays of the Award.
- (2) Where public holidays are allowed under this Agreement, the following days shall be allowed as holidays with pay:

New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Sovereign's Birthday, Western Australia Day, Labour Day, provided that the Employer may approve another day to be taken as a holiday in lieu of any of the above mentioned days.
- (3) When any of the days mentioned in sub clause (2) of this clause falls on a Saturday or on a Sunday, the holiday shall be observed on the next succeeding Monday. When Boxing Day falls on a Sunday or Monday, the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (4) Rostered and non-rostered Shiftwork Employees will not be entitled to observe public holidays.
- (5) Notwithstanding sub clause (4), Applied Training Assistants and the Safety Training Officer working a non-rostered shiftwork arrangement are entitled to observe the public holidays prescribed in this Agreement.
- (6) Notwithstanding sub clause (5), if an Applied Training Assistant or Safety Training Officer is required to work during ordinary hours on a public holiday, the Employee may elect to receive either:
 - (a) payment at the rate of double time and one half for all hours worked and ordinary time for all hours not worked; or
 - (b) payment at the rate of time and one half for all hours worked and ordinary time for all hours not worked, plus a day in lieu of the public holiday to be added to their annual leave or taken at some other time agreed between the Employer and Employee.
- (7) In addition to sub clause (6)(a) and (b), an Applied Training Assistant or Safety Training Officer required to work in excess of or outside the usual working hours in any one day on a public holiday shall be paid at the rate of double time and one half for those hours.

24. Annual Leave

- (1) The annual leave entitlements provided to Employees will be consistent with the Award.
- (2) Entitlement – Rostered Shiftwork Employees
 - (a) Rostered shiftwork Employees are entitled to 192 hours (32 days) leave on full pay for each 208 days of service.
 - (b) The annual leave specified in (2)(a) of this clause incorporates annual leave and the hours accumulated at the average of two hours per week in accordance with clause 16 (2)(a)(i) of this Agreement. The annual accumulated leave and annual leave are joined together and provide for 192 hours (32 days) leave (exclusive of the days off provided in sub clause 16(2)(a)(ii) of this Agreement within each 208 day period.

- (c) Leave will be granted and taken on a roster, which may provide for a greater or lesser period of leave in any year as may be agreed between the parties to this Agreement.
- (3) Entitlement – Non-Rostered Shiftwork Employees
- (a) Non-rostered shiftwork Employees are entitled to 240 hours (42 days) annual leave on full pay for each year of continuous service.
 - (b) Senior administrative Employees working non-rostered shiftwork will be required to take annual leave on each of the public holidays prescribed in Clause 23 – Public Holidays of this Agreement.
 - (c) An Employee may take annual leave during the calendar year in which it accrues, but the time during which the leave may be taken is subject to the approval of the Employer.
- (4) Entitlement – Safety Training Officer and Applied Training Assistants
- (a) Applied Training Assistants whose approved hours of duty is 40 hours per week are entitled to 160 hours annual leave on full pay for each year of continuous service.
 - (b) The Safety Training Officer and Applied Training Assistants whose approved hours of duty is a non-rostered shiftwork arrangement are entitled to 160 hours annual leave on full pay for each year of continuous service.
 - (c) Annual leave loading payable to the Safety Training Officer and Applied Training Assistants has been annualised into the wage rates included in Schedule 1 of this Agreement.
 - (d) An Employee may take annual leave during the calendar year in which it accrues, but the time during which the leave may be taken is subject to the approval of the Employer.
- (5) Entitlement – Fire Safety Assistants
- (a) Fire Safety Assistants are entitled to 152 hours (28 days) annual leave on full pay for each year of continuous service.
- (6) North West Leave
- (a) Employees whose headquarters are located north of the 26 degrees South latitude will receive an additional 40 hours leave per annum.
 - (b) An Employee shall accrue 0.109514 hours of paid additional leave at the end of each calendar day of the year, provided that the maximum accrual will not exceed 40 hours for each completed twelve month period of continuous service.
 - (c) An Employee may proceed on leave by accessing the pro rata entitlement provided in sub clause (7)(b), subject to the Employer's convenience.
 - (d) Where an Employee is no longer located north of 26 degrees South latitude, they shall cease to accrue the additional leave provided by this clause.

- (e) The additional leave provided by this clause may be carried from one twelve month period of continuous service to another twelve month period.
- (f) Employees shall not accrue additional leave for any period of leave without pay exceeding 14 continuous calendar days. The twelve month period of continuous service shall not include any period of leave without pay exceeding 14 continuous calendar days.
- (g) Any Employee who leaves their employment or takes up a position below 26 degrees South latitude during any year and who has been given approval to take more North West leave than they have accrued will be required to refund to the Employer the unearned portion.

(7) Annual Leave Travel Concession

- (a) Areas 3, 4, 5 and 6
 - (i) Employees and their dependants proceeding on annual leave to a location outside of their Area and whose headquarters are situated in Areas 3, 4, 5 or 6, as defined in Schedule 7 – Annual Leave Travel Concession Map of this Agreement, are entitled to claim an annual leave travel concession.
 - (ii) For the purposes of sub clause (7)(a)(i), an annual leave travel concession is:
 - (aa) a payment to cover the cost of airfares; or
 - (bb) full motor vehicle allowance rates up to a maximum amount equivalent to the value of a return fully flexible and refundable airfare to Perth
 for the Employee and each of their dependants.
 - (iii) To qualify for the concession provided in sub clause (7)(a)(i), an Employee must have:
 - (aa) completed at least 12 months service in these areas; or
 - (bb) completed less than 12 months service in these areas and is required to proceed on annual leave to suit the Employer's convenience.
 - (iv) The concession provided in sub clause 7(a)(i) may also be given to an Employee who proceeds on annual leave and has completed less than 12 months service provided the Employee will return to the Area to complete the 12 months service at the expiration of the period of leave.
 - (v) The mode of travel is to be by mutual agreement between the Employer and Employee.
 - (vi) Annual leave travel concessions not utilised within 12 months of becoming due will lapse.
- (b) Area 2
 - (i) An Employee whose headquarters is situated in Area 2 as defined in Schedule 7 of this Agreement, is entitled to apply for an annual leave

travel concession once every two years of service in that area, for travel to Perth.

- (ii) The entitlement to the annual leave travel concession prescribed by sub clause (7)(b)(i) becomes due on the two year anniversary date of the Employee's commencement in Area 2 and every two years thereafter.
 - (iii) The annual leave travel concession for the purposes of sub clause (7)(b)(i) is the payment of fares by road and/or rail to Perth for the Employee and their dependant spouse/de facto partner and dependant children.
 - (iv) Where the Employee and eligible dependants travel by rail, a first class rail fare shall be payable for each person traveling.
 - (v) An Employee who travels by road in the Employee's own vehicle shall be paid at 0.625 of the appropriate rate prescribed by Clause 50 – Motor Vehicle Allowance of this Agreement.
 - (vi) The mode of travel is to be by mutual agreement between the Employer and Employee.
 - (vii) Annual leave travel concessions not used within twelve months of becoming due will lapse.
- (c) Employees, other than those designated in sub clause (7)(a) of this clause, whose headquarters are situated 240 kilometres or more from Perth City Railway Station and who travel to Perth for their annual leave, may be granted by the Employer reasonable travelling time to enable them to complete the journey.

25. Personal Leave

- (1) The provisions of this clause replace Clause 11 – Sick Leave, of the Award.
- (2) The intention of Personal Leave is to give Employees and Employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick and carers leave.
- (3) This clause does not apply to casuals.
- (4) Personal Leave commenced operation on and from 30 July 2004. On commencement of the operation of this clause sick leave ceased to exist. All existing sick leave credits were converted to cumulative personal leave and recorded in hours.
- (5) Personal leave is not to be used for circumstances normally met by other forms of leave.
- (6) An Employee employed on a fixed term contract for a period of twelve months or more shall be credited with the same entitlement as a permanent Employee. An Employee employed on a fixed term contract for a period less than twelve months shall be credited on a pro rata basis for the period of the contract.
- (7) A part time Employee shall be entitled to the same personal leave credits as a full time Employee, but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave shall only be made for those hours that would normally have been worked had the Employee not been on personal leave.

(8) Entitlement

The Employer shall credit each permanent, full time Employee with the following personal leave credits:

	Personal Leave Cumulative
On the day of initial appointment	71.4 hours
On completion of 6 months continuous service	54.6 hours
On the completion of 12 months continuous service	126 hours
On the completion of each further period of 12 months continuous service	126 hours

- (a) In the year of accrual the 126 hours personal leave entitlement may be accessed for illness or injury, carers' leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each year of accrual, unused personal leave will be added to personal leave accumulated from previous years.
- (b) References to illness in this clause include physical and psychological ill health.
- (c) Whilst Employees are able to access personal leave in accordance with sub clause (9)(a), to ensure compliance with the *Minimum Conditions of Employment Act 1993 (WA)*, a minimum of 84 hours must be available for the purposes of an Employee's entitlement to paid leave for illness, injury, or carers' leave.
- (d) In the event that all paid entitlement to personal leave has been exhausted, Employees may access up to two days' unpaid personal leave, per occasion, for the purpose of carers' leave.
- (e) 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 leave or long service leave, except as provided for in sub clauses (10)(d) and (10)(e).
- (f) Personal leave will not be debited for public holidays, which the Employee would have observed.
- (g) If an Employee has exhausted all accrued personal leave the Employer may allow the Employee who has at least 12 months service to anticipate up to 42 hours personal leave from next year's credit. At the next accrual of personal leave entitlements, an adjustment for any anticipated personal leave will be made. If the Employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the Employer, calculated at the wage rate as at the date the leave was taken, but no refund is required in the event of the death of the Employee.
- (h) 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.
- (i) Personal leave may be taken on an hourly basis.

- (j) Unused personal leave will not be cashed out or paid out when an Employee ceases their employment.
- (9) Application for Personal Leave
- (a) Subject to sub clause (5) and available leave credits, the Employer may grant requests for personal leave in the following circumstances:
 - (i) where the Employee is ill or injured;
 - (ii) to provide care or support to a member of the Employee's family or household who requires care or support because of illness or injury to the member; or an unexpected emergency affecting the member;
 - (iii) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention; or
 - (iv) 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 flexitime credits by Employees working according to approved flexible working hours arrangements or other leave which are either:
 - (aa) of a one-off nature; or
 - (bb) of a regular on-going nature in relation to the management of an injury or illness affecting the Employee or a member of the Employee's family or household.
 - (b) The Employer may grant two days unpaid personal leave per occasion to an Employee to provide care and support to a member of the Employee's family or household due to the birth of a child to the member. This entitlement does not of itself limit an Employee's access to paid personal leave as provided by sub clause (8) (a) or partner leave as provided for by Clause 32 – Partner Leave of this Agreement. This leave may also be substituted with accrued annual leave, long service leave or time off in lieu of overtime to which the Employee is entitled, subject to approval from the Employer.
 - (c) Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
 - (d) The definition of family shall be the definition contained in the *Equal Opportunity Act 1984 (WA)* for "relative". That is, a person who is related to the Employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the Employee.
 - (e) Where practicable, the Employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work shall be provided.

(10) Evidence

- (a) An application for personal leave exceeding two consecutive shifts shall be supported by evidence that would satisfy a reasonable person of the entitlement. For the purposes of a non-rostered shiftworker a shift will mean an 8 hour period in any given 24 hours.
- (b) In general, supporting evidence is not required for single or two consecutive shift absences unless the aggregate of Personal Leave not requiring supporting evidence exceeds five shifts in any one year.
- (c) Personal leave will not be granted where an Employee is absent from duty because of personal illness directly caused by the misconduct of the Employee in the course of their employment.
- (d) 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.
- (e) 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.

(11) Mental Health

- (a) The Employer is committed to providing mentally healthy workplaces. This includes working to eliminate stigma attached to mental health in the workplace and provide support and assistance to Employees (e.g. through employee assistance program services and training) to manage mental health.
- (b) The Employer must do what is reasonably practicable to eliminate or minimise risks to psychological health and safety in the workplace. In consultation with the Work Health and Safety (WHS) Committee, the Employer must assess and implement suitable control measures to eliminate or minimise workplace contributory risks in accordance with legislative requirements.
- (c) The Employer must ensure that managers and supervisors undertake appropriate training to effectively prevent and manage harm from psychosocial risks identified in the workplace.

(12) War caused illness

- (a) An Employee who produces evidence from the Department of Veterans' Affairs stating that the Employee has a war-caused illness will be credited special paid leave of 15 working days/shifts per annum.
- (b) Paid leave under this clause:
 - (i) may accumulate up to a maximum of 45 working days/shifts;

- (ii) is to be recorded separately to the Employee's normal personal leave entitlement;
 - (iii) is only to be accessed for sickness related to the war-caused illness; and
 - (iv) may be accessed despite normal personal leave credits being available.
- (c) An application for paid leave under this clause is to be supported by evidence that would satisfy a reasonable person of the entitlement.

(13) Workers' Compensation

- (a) Where an Employee suffers an injury within the meaning of section 5 of the *Worker's Compensation and Injury Management Act 1981* (WA), which necessitates that Employee being absent from duty, personal leave with pay shall be granted to the extent of personal leave credits. In accordance with section 80(2) of the *Worker's Compensation and Injury Management Act 1981* (WA), where the claim for worker's compensation is decided in favour of the Employee, personal leave credit is to be reinstated and the period of absence shall be granted as personal leave without pay.
- (b) A period of personal leave without pay granted to an Employee on account of an illness compensable under the provisions of the *Workers' Compensation and Injury Management Act 1981* (WA) under sub clause 13(a), does not affect the anniversary date of sick leave credits, long service leave entitlements or annual leave entitlements to the extent defined in the *Workers' Compensation and Injury Management Act 1981* (WA) as applicable and amended from time to time.

(14) Portability

- (a) The Employer must credit an Employee additional personal leave credits up to those held at the date that Employee ceased previous employment provided:
 - (i) Where an Employee was immediately prior to being employed by DFES, employed in the service of one of the following (or their replacements):
 - (aa) the Commonwealth Government of Australia;
 - (bb) any other State of Australia; or
 - (cc) the Australian Defence Force
 - (dd) a department, SES organisation, or non-SES organisation, as defined in the *Public Sector Management Act* (WA); or
 - (ee) statutory authorities listed in Schedule 1 of the *Financial Management Act 2006* (WA); or
 - (ff) Houses of the Parliament of the State under the separate control of the President or Speaker or under their joint control; or
 - (gg) the Health Education Council; or
 - (hh) the Western Australian Board of Nursing and Midwifery Board of Western Australia
 - (ii) the Employee's employment with DFES commenced no later than one week after ceasing previous employment,
 - (iii) the personal leave credited in accordance with this clause cannot be greater than that which would have applied had the entitlement accumulated whilst employed by the previous employer.

- (b) The maximum break in employment permitted by subclause (14)(a)(ii) may be varied by the approval of the Employer provided where employment under the provision of this Agreement commenced more than one week after ceasing the previous employment 14 (a) (i), 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.
- (15) Travelling Time for Regional Employees
- (a) Subject to the evidence requirements set out in sub clause (10), 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 40 hours per annum.
- (16) Leave Without Pay Whilst Ill or Injured
- (a) Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The Employer shall not unreasonably withhold this leave.
 - (b) Personal leave without pay not exceeding a period of three months in a continuous absence does not affect the 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.
 - (c) 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 sub clauses (9)(a)(iii) and (iv). However, other forms of leave including unpaid carer's leave may be available.

26. Family and Domestic Violence Leave

- (1) In recognition that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work the Employer has agreed to the leave which is the subject of this clause. The Employer is committed to providing support to Employees that experience family and domestic violence.
- (2) An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family and domestic violence.
- (3) The Employer does not tolerate Employees perpetrating family and domestic violence in or from the workplace. Employees must not use work facilities to perpetrate family and domestic violence. Any such conduct is a breach of employment obligations and any Employees who do so will face disciplinary action.
- (4) Definition of Family and Domestic Violence Leave
 - (a) The meaning of family and domestic violence is in accordance with the definition of "family violence" in section 5A of the *Restraining Orders Act 1997* (WA).
 - (b) To avoid doubt, this definition includes behaviour that:
 - (i) is physically or sexually abusive;

- (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.

(5) Access to Family and Domestic Violence Leave

- (a) In accordance with the following sub clauses, an Employee, including a casual Employee, may make application for leave to deal with activities related to family and domestic violence. The Employer will assess each application and give consideration to the personal circumstances of the Employee seeking the leave.
- (b) Such activities, related to family and domestic violence may include attendance at medical appointments; legal proceedings; counselling; appointments with a medical or legal practitioner; relocation or making other safety arrangements; and other matters of a compassionate or pressing nature related to the family and domestic violence which arise without notice and require immediate attention.
- (c) Subject to sub clauses (5)(a) and (5)(b), 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.
- (d) Upon exhaustion of the leave entitlement in sub clause (5)(c), Employees will be entitled to up to two days' unpaid family and domestic violence leave on each occasion.
- (e) Family and domestic violence leave does not affect continuous service, personal leave entitlements, long service leave entitlements or annual leave entitlements.
- (f) Subject to the Employer's approval of the application, family and domestic violence leave may be taken as whole or part days off.
- (g) Application of the leave entitlement for casual Employees will apply to the extent of their agreed working arrangements.

(6) Notice and Evidentiary Requirement

- (a) The Employee shall give his or her Employer notice as soon as reasonably practicable of their request to take leave under this clause.
- (b) Supporting evidence of family and domestic violence may be required to access paid leave entitlements however this should not be onerous on the Employee. Leave can be granted without supporting documentation when the supervisor is satisfied that it is not required.

- (c) Evidence may include a document issued by the police, a court, a legal service, a health professional, a counsellor, a financial institution, a family and domestic violence support service or a refuge service. A statutory declaration may also be provided.
 - (d) Such evidence will be dealt with in accordance with the confidentiality provisions in this clause. Only the Employee will retain a copy of the evidence and information will not be kept on an Employee's personnel file, unless otherwise agreed.
- (7) Access to Other Forms of Leave
- (a) Subject to the leave provisions of this Agreement and Award, an Employee experiencing family and domestic violence may use other leave entitlements.
 - (b) 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.
 - (c) Forms of other paid leave include:
 - (i) personal leave entitlements;
 - (ii) annual leave;
 - (iii) accrued long service leave;
 - (iv) purchased leave; or
 - (v) accrued time off in lieu of overtime.
- (8) Approval of leave without pay is subject to the provisions of this Agreement and the Award.
- (9) Confidentiality
- (a) 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.
 - (b) Employers will take reasonable steps to ensure any information or documentation provided by an Employee regarding family and domestic violence is kept confidential. Generally speaking, only the Employee will retain a copy of evidence for accessing family and domestic violence leave and information will not be kept on an Employee's personnel file.
 - (c) Subsequent disclosure within an organisation should be on a need-to-know basis, for example if there is a potential for workplace safety to be impacted and generally with the consent of the Employee.
 - (d) This clause does not override any legal obligations to disclose information.
- (10) Contact Person
- (a) 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.

(11) Individual Support

- (a) 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:
 - (i) facilitate flexible working arrangements, such as working different days or changed shift/rostering arrangements, in accordance with the provisions of this Agreement and Award; and/or
 - (ii) make workplace modifications including changes to the Employee's telephone number and email address and where appropriate or practicable, the Employee's work location.
- (b) An Employee who is experiencing or has experienced family and domestic violence may access confidential counselling support via the Employer's employee assistance program.

(12) Workplace Safety

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

27. Standby Leave

- (1) The provisions of this clause replace Clause 21 – Standby of the Award.
- (2) Rostered shift Employees may exchange shifts to utilise standby leave:
 - (a) Standby forms will be completed, submitted and approved on SAMS.
 - (b) The standby accepts full responsibility for the particular shift.
 - (c) The standby will be sufficiently qualified and experienced to carry out the rostered duties.
 - (d) Standbys will only be worked as follows:
 - (i) prior to the first Day shift;
 - (ii) following the second Day shift;
 - (iii) prior to the first Night shift;
 - (iv) following the second Night shift;
 - (v) on days off, provided the standby does not lead to a third consecutive shift; and
 - (vi) or in other such situations where the taking of a standby will not lead to a third consecutive shift.
 - (e) Scheduled training and exercises take precedence over standbys.

- (f) Wherever possible without jeopardising service delivery no Employee will work more than two consecutive full shifts.
 - (g) In the event that no other entitlements are reasonably available and that the requirement for leave is in itself reasonable, more than eight consecutive standbys may be approved by the Superintendent.
- (3) Absences from work and standbys:
- (a) Employees who are absent on Personal Leave when they have committed to a standby must provide evidence that would satisfy a reasonable person to support that absence. For example, in the case of the Employee's own illness or injury, or the illness or injury of a member of the Employee's household and/or family, this evidence may include a statutory declaration or a medical certificate.
 - (b) An Employee may not apply for personal leave in accordance with clause 25(9)(a)(iv) of this Agreement when they have committed to a standby.
 - (c) Should the standby be taken consecutively with a personal leave absence, the Employee must provide evidence that would satisfy a reasonable person to support that absence. In the case of the Employee's own illness or injury, or the illness or injury of a member of the Employee's household and/or family, this evidence may include a statutory declaration or a medical certificate.
 - (d) Workers Compensation related absences:
 - (i) Where an Employee is unable to attend an approved standby as a result of a workplace injury with an accepted workers compensation claim, the standby shift will be deemed honoured and will be filled by the Employer.
 - (ii) Where an Employee has an approved standby absence and prior to that standby absence becomes absent from their workplace with an accepted workers compensation claim, the standby will be cancelled.

Approval Matrix

Type of Leave	Authorising Officer	Lead Time
Short term standbys	Occurrence book	As recorded
Single standbys	Officer in Charge	As approved
1-2 consecutive standbys	Officer in Charge	24 hours
3-8 consecutive standbys	District Officer	7 days (minimum)
More than 8 consecutive stand bys	Superintendent	28 days (minimum)

- (4) Where application for three or more standbys is made in accordance with the lead time provided above, the relevant manager will provide a timely response prior to the standby dates sought.
- (5) Where an Employee is required to hold back following their normal rostered shift or is recalled to duty and they have accepted responsibility to undertake a standby which would be consecutive to the hold back or call back, it is the Employee's responsibility to notify the requesting officer of this situation.

- (a) The requesting officer is then to make all attempts to find an alternative Employee to perform the hold back or call back in order to comply with requirements of sub clause (2)(f).
 - (b) In the event that no other suitable Employee can be found, an Employee responsible for working a standby consecutive to the hold back or call back may be utilised.
- (6) Standby Meal Allowance
- (a) Where an Employee completes both their normal shift and the hold back or call back in accordance with clause 18 of this Agreement, they will be entitled to claim a single meal allowance on the standby shift where that standby shifts continues for a minimum of five hours.
 - (b) The standby meal allowance will be in addition to any entitlement to meal allowances in accordance with clause 18 of this Agreement.

28. Long Service Leave

- (1) These arrangements replace Clause 12 – Long Service Leave of the Award.
- (2) Entitlement to long service leave
 - (a) Every Employee will be credited with a period of 13 weeks' long service leave on full pay on the completion of 10 years' continuous service, and after each further period of seven years' continuous service.
- (3) Continuous Service
 - (a) For the purposes of long service leave, continuous service will be deemed to include:
 - (i) absence on annual leave or public holidays;
 - (ii) absence on personal leave;
 - (iii) absence on approved personal leave without pay except that portion of continuous absence which exceeds three months;
 - (iv) absence on workers' compensation;
 - (v) absence on approved leave without pay, other than sick leave without pay, not exceeding an aggregate of two weeks in any qualifying period; and
 - (vi) absence on approved military service leave.
 - (b) Continuous service will be deemed not to include absence on long service leave commencing after 24 May 2002.
- (4) Granting of Leave
 - (a) The day on which an Employee will commence his/her long service leave, will be determined by the Employer, provided that the Employer, as far as possible and having regard to the relief available and other factors, grant such leave in the order of priority of length of continuous service.
 - (b) Wherever possible, not less than one month's notice, will be given to an Employee of the date on which his/her long service leave will commence.

- (c) Subject to sub clause (4)(a), long service leave will be arranged and taken in accordance with the rostering arrangement that has been developed and agreed between the parties.
- (5) Taking of Long Service Leave
- (a) Subject to the operational convenience of the Employer, Employees may apply to take long service leave in periods of:
- (i) eight days in the case of rostered shiftwork Employees; and
 - (ii) one week (seven calendar days) in the case of all other Employees covered by this Agreement.
- (6) Payment for leave
- (a) Subject to operational convenience, the Employer may approve an application to take long service leave at double the long service leave entitlement on half pay or half the long service leave entitlement at double the pay.
- (7) Public Holidays
- (a) Any public holidays occurring during the period in which an Employee is on long service leave, will be calculated as a portion of the long service leave, and no extra days will be granted.
- (8) Accumulation of Leave
- (a) Employees over the age of 55 years may, by written application to the Employer, apply for permission to accumulate two periods of long service leave.
- (9) Pro-rata long service leave on resignation/retirement/death
- (a) Payment of pro rata long service leave will be made to an Employee who:
- (i) resigns after having completed 10 years continuous service; or
 - (ii) retires at or over the age of 55 years or who is retired by the Employer for any reason other than misconduct or who dies provided the Employee has completed not less than 12 months service.
- (10) An Employee who has elected to retire at or over the age of 55 years and who will complete not less than 12 months' continuous service before the date of retirement may make application to take pro rata long service leave immediately before the date of retirement.
- (11) Exchanges of Long Service Leave
- (a) Employees, by written application to the Employer may apply to exchange their long service leave periods, such exchanges will occur subject to the needs of the organisation.
- (12) Portability of Service
- (a) Where an Employee was, immediately prior to being employed by DFES, employed in the service of:
- The Commonwealth of Australia;
 - Any other State or Territory Government of Australia;

- The Australian Defence Force;
- A Department or Sub-Department of the Public Service established pursuant to the *Public Sector Management Act 1994* (WA);
- A statutory authority listed in Schedule 1 of the *Financial Management Act 2006* (WA);
- Any other entity that falls within the definition of the public sector as defined under section 3 of the *Public Sector Management Act 1994* (WA); or
- Either of the Houses of Parliament of the state under the separate control of the President or Speaker or under their joint control;

and the period between the date when the Employee ceases previous employment and the date of commencing employment with DFES does not exceed one week, that Employee shall be entitled to long service leave 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 with DFES shall 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 shall 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 shall be calculated in accordance with the provisions of this clause.
- (b) The maximum break in employment permitted by sub clause (12)(a) may be varied provided that where employment under the provision of this Agreement 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 leave paid out at the date the Employee ceased with the previous Employer.
 - (c) Nothing in this clause shall be deemed to confer on any Employee previously employed by the Commonwealth or by any other State 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 employment under the provisions of this Agreement.
 - (d) Prior service with the Commonwealth Government, and other State or Territory Government of Australia, or the Australian Defence Forces will not be recognised in cases of summary dismissal or dishonourable discharge from the previous Employer.
 - (e) An Employee previously employed by the Commonwealth Government, any other State or Territory Government of Australia, or the Defence Forces shall not proceed on any period of long service leave until the Employee has:
 - (i) completed the balance of service required to accrue a full entitlement to long service leave; and
 - (ii) served a period of not less than three years' continuous service with DFES.

- (f) The Employer may approve an Employee proceeding on long service leave prior to the Employee completing three years' continuous service.
- (13) Cash out of accrued Long Service Leave entitlement
- (a) Employees may, by agreement with the Employer, cash out a maximum of 50% of any accrued long service leave entitlement.
 - (b) Notwithstanding sub clause (13)(a), an Employee may cash out a portion greater than 50% in exceptional circumstances.
 - (c) Applications to cash out in excess of 50% of an Employee's accrued entitlement must be approved by the Deputy Commissioner Operations.

29. Bereavement Leave

- (1) The provisions of this clause replace Clause 13 – Compassionate Leave of the Award
- (2) Employees shall, on the death of:
 - (a) the current or former spouse or current or former de facto partner of the Employee;
 - (b) a child, step-child, foster child or grandchild of the Employee (including an adult child, foster child, step-child or grandchild);
 - (c) a parent, step-parent, foster parent or grandparent of the Employee;
 - (d) a parent in law or former parent in law of the Employee;
 - (e) A sibling or step of the Employee; or
 - (f) any other person who, at or immediately before the relevant time for assessing the Employee's eligibility to take leave, lived with the Employee as a member of the Employee's household

be eligible for up to three days/shifts' paid bereavement leave.
- (3) The Employer will not unreasonably withhold approval to grant bereavement leave to an Employee in respect of some other person with whom the Employee had a special relationship, on the request of the Employee.
- (4) The three days/shifts need not be consecutive.
- (5) Bereavement leave is not to be taken during any other period of leave.
- (6) Payment of such leave may be subject to the Employee providing evidence that would satisfy a reasonable person, of the death or relationship to the deceased to the Employer.
- (7) An Employee requiring more than three days/shifts bereavement leave in order to travel overseas or interstate in the event of the death of a person referred to in sub clause (2) or (3) may, upon providing adequate proof, in addition to any bereavement leave to which the Employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay, provided all accrued leave is exhausted.
- (8) Travelling Time for Regional Employees

- (a) Subject to prior approval from the Employer, an Employee entitled to Bereavement Leave and who as a result of such bereavement travels to a location within Western Australia that is more than 240 km from their workplace will be granted paid time off for the travel period undertaken in the Employee's ordinary working hours up to a maximum of 2 days/shifts per bereavement. The Employer will not unreasonably withhold approval.
- (b) 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.
- (c) The provisions of this sub clause are not available to Employees whilst on leave without pay or sick leave without pay.

30. Parental Leave

- (1) The provisions of this clause replace Clause 28 - Maternity Leave, of the Award.
- (2) For the purposes of this clause, the following terms shall have the following meaning.
 - (a) "Primary care giver" means the Employee who will assume the principal role for the care and attention of a newly born or newly adopted child as defined by this clause.
 - (b) "Eligible casual employee": a casual Employee is eligible if the Employee:
 - (i) has been engaged by a public sector Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve months; and
 - (ii) but for an expected birth of a child to the Employee or the Employee's spouse or de facto 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 public sector Employer on a regular and systematic basis.
 - (iii) Without limiting sub clause (2)(a) and (b), a casual Employee is also eligible if the Employee:
 - was engaged by a public sector Employer on a regular and systematic basis for a sequence of periods during a period (the first period of employment) of less than twelve months; and
 - at the end of the first period of employment, the Employee ceased, on the Employer's initiative, to be so engaged by the public sector Employer; and
 - the public sector 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
 - the combined length of the first period of employment and the second period of employment is at least twelve months; and

- the Employee, but for an expected birth of a child to the Employee or the Employee's spouse or de facto partner or an expected placement of a child with the Employee with a view to adoption of the child by the Employee, would have a reasonable expectation of continuing engagement with the public sector Employer on a regular and systematic basis.

(3) Entitlement to Parental Leave

(a) Unpaid parental leave

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

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

(b) Paid parental leave

Subject to sub clause (3)(c), an Employee is entitled to 14 weeks continuous paid parental leave, which shall form part of the 52 week unpaid parental leave entitlement. This entitlement can be accessed by a pregnant Employee or by an Employee, who is the primary care giver of a newly born or newly adopted child, and:

- (i) can only be accessed by an Employee who has completed twelve months continuous service in the Western Australian public sector;
- (ii) is provided only in respect to:
 - a pregnant Employee;
 - the birth of a child to the Employee or the Employee's partner; or
 - the adoption of a child who is not the child or the stepchild of the Employee or the Employee's partner; is under the age of five; and has not lived continuously with the Employee for six months or longer; and
- (iii) cannot be accessed by eligible casual Employees.

(c) Commencement of paid parental leave

- (i) A pregnant Employee may commence paid parental leave any time up to six weeks before the expected date of birth.
- (ii) Provided that the period of paid parental leave is concluded within twelve months of the birth or placement of the child, an Employee identified as the primary care giver of a newly born or newly adopted child may commence the period of paid parental leave from:
 - the child's birth date; or
 - for the purposes of adoption, the date of placement of the child; or
 - a later date nominated by the primary care giver.

- (iii) Notwithstanding sub clause (3)(c)(ii), an Employer may, in exceptional circumstances, allow an Employee to take a period of paid parental leave that will result in the Employee being on paid parental leave more than twelve months after the birth or placement of the Employee's child.
 - (iv) An Employer may require evidence that would satisfy a reasonable person that the circumstances warrant allowing the Employee to take their period of paid parental leave such that it will result in the Employee being on paid parental leave more than twelve months after the birth or placement of the Employee's child.
- (d) The period of paid parental leave taken by the primary care giver of a newly born or newly adopted child shall not exceed the period specified in sub clause (3)(b) or its half pay equivalent.
- (e) Shared parental leave
 - (i) Subject to sub clause (3)(e)(ii), the paid parental leave entitlement may be shared between partners assuming the role of primary care giver of a newly born or newly adopted child.
 - (ii) Where both partners work in the public sector, the total paid parental leave entitlement provided to the Employees shall not exceed the paid parental leave quantum for a single Employee or its half pay equivalent.
 - (iii) The unpaid parental leave entitlement may be shared between partners.
 - (iv) An Employee and their partner may only take paid and/or unpaid parental leave concurrently in exceptional circumstances with the approval of the Employer or in accordance with sub clause (3)(k). This does not prevent an Employee from taking paid or unpaid partner leave as prescribed by clause 32 – Partner Leave of this Agreement.
- (f)
 - (i) An Employee must take parental leave in one continuous period. Where less than the standard parental leave is taken, the unused portion of the period of paid or unpaid leave cannot be preserved in any way.
 - (ii) Notwithstanding sub clause (3)(f)(i):
 - paid parental leave may be taken in more than one period by an Employee who meets the requirements of sub clause (3)(k); and
 - unpaid parental leave may be taken in more than one continuous period where the Employee undertakes special temporary employment in accordance with sub clause (9) – Employment During Parental Leave. In these circumstances, the provisions of sub clause (9) – Employment During Parental Leave apply.
- (g) Payment for paid parental leave
 - (i) Subject to sub clause (3)(g)(iv), an Employee proceeding on paid parental leave is to be paid according to their ordinary working hours at the time of commencement of parental leave. Shift and weekend penalty payments and higher duties allowances are not payable during paid parental leave.

- (ii) An Employee may take the paid parental leave at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.
- (iii) Where an Employee, including a fixed term contract Employee, is on a period of half pay parental leave and their employment is terminated through no fault of the Employee, the Employee shall 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.
- (iv) Payment for a part time Employee proceeding on paid parental leave is to be determined according to an average of the hours worked by the Employee over the preceding twelve months; or their ordinary working hours at the time of commencement of paid parental leave, whichever is the greater.
- (v) An Employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences or may elect to be paid the entitlement on a weekly basis over the period of the paid parental leave.
- (h) (i) An Employee is eligible, without concluding their parental leave and resuming duty, for subsequent periods of parental leave, including paid parental leave, in accordance with the provisions of this clause.
- (ii) Where an Employee has not concluded their period of parental leave and resumed duty, and the Employee is entitled to a subsequent period of paid parental leave, the employee's paid parental leave is:
 - to be paid according to the Employee's status, classification and ordinary working hours at the time of commencing the original period of parental leave; and
 - not affected by any period of special temporary employment undertaken in accordance with sub clause (9) – Employment During Parental Leave.
- (iii) An Employee who is on a period of leave without pay that is unrelated to parental leave is not entitled to paid parental leave without first resuming duty and meeting the requirements of sub clause (3)(b).
- (i) Medical certificates
 - (i) An Employee who has given their Employer notice of their intention to take paid or unpaid parental leave shall provide the Employer with a medical certificate from a registered medical practitioner naming the Employee, or the Employee's partner, confirming the pregnancy and the estimated date of birth.
 - (ii) A pregnant Employee who continues to work during the period of six weeks before the expected date of birth is not required to provide their Employer with a medical certificate stating that the Employee is fit to work and whether it is advisable for the Employee to continue in her present position for a stated period.
 - (iii) Notwithstanding sub clause (3)(i)(ii), if the Employer has reason to believe that the continued performance of duties by a pregnant Employee renders a danger to themselves, fellow Employees or the

public, the Employee may be required to obtain and provide a medical certificate stating that the Employee is fit to work in her present position for a stated period. The Employer shall pay the fee for any such examination. Where an Employee is deemed to be unfit to work in her present position, the provisions of sub clause (6) - Modification of Duties or Transfer to a Safe Job may apply.

- (j) If the pregnancy results in other than a live child or the child dies during the period of paid parental leave, the entitlement to paid parental leave remains intact. Such paid parental leave cannot be taken concurrently with paid personal leave taken in accordance with sub clause (4) of this clause.
- (k) (i) An Employee who commenced paid parental leave prior to her child's birth and:
- who is incapacitated following the birth of her child and is therefore incapable of being its primary care giver; or
 - whose child requires hospitalisation such that the Employee and her partner are not their child's primary care giver;
- is entitled to remain on paid parental leave, notwithstanding that she is not the child's primary care giver.
- (ii) An Employee is not entitled to access paid parental leave when they are not their child's primary care giver other than in the circumstances identified in sub clause (3)(k)(i).
- (iii) If both parents work in the public sector and the mother is able to remain on paid parental leave despite her incapacity to be her child's primary care giver, the Employees may choose which parent will access paid parental leave.
- If the mother chooses to remain on paid parental leave, her partner may access unpaid parental leave for the period they are their child's primary care giver.
 - If the mother's partner is their child's primary care giver and chooses to access paid parental leave, the mother may access unpaid parental leave for the period her partner is their child's primary care giver.
 - Where the mother's partner accesses paid parental leave in accordance with this sub clause, the mother is entitled to resume paid parental leave if/when she becomes her child's primary care giver, subject to the provisions of sub clause (3)(e) – Shared parental leave.
 - If the mother resumes paid parental leave in accordance with this sub clause, her partner must cease paid parental leave.
- (iv) The provisions of sub clause (3)(k)(iii) do not apply where an Employee commenced paid parental leave prior to her child's birth but, due to her child's hospitalisation, neither the Employee or her partner are able to be their child's primary care giver. The Employee may, however, remain on paid parental leave in accordance with the provisions of sub clause (3)(k)(i).

- (l) Adoption of a child
- (i) An Employee seeking to adopt a child shall be entitled to two days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The Employee may take any paid leave entitlement to which the Employee is entitled in lieu of this leave.
- (ii) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may take any other paid leave entitlement to which they are entitled in lieu of the terminated parental leave or return to work.
- (m) Confirmation of primary care giver status
- (i) For the purposes of paid parental leave, an Employer may require an Employee to provide confirmation of their primary care giver status.
- (ii) Where an Employer requires an Employee to confirm their status as the primary care giver of a newly born or newly adopted child, the Employee is to provide the Employer with evidence that would satisfy a reasonable person of their entitlement to paid parental leave.

(4) Other Leave Entitlements

(a) Annual and long service leave

An Employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave and/or long service leave to which the Employee is entitled for the whole or part of the period of unpaid parental leave.

(b) Time off in lieu of overtime, flexi leave and banked hours

- (i) An Employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued time off in lieu of overtime, flexi leave and/or banked hours to which the Employee is entitled.
- (ii) The taking of accrued time off in lieu of overtime, flexi leave and/or banked hours in substitution for unpaid parental leave shall be subject to the provisions of clause 18 – Overtime of this Agreement, and clause 16 – Hours of Work of this Agreement, where applicable.

(c) Extended unpaid parental leave

- (i) Subject to all other leave entitlements being exhausted, an Employee shall be entitled to apply for leave without pay following parental leave ('extended unpaid parental leave') to extend their leave by up to two years. The Employer is to agree to a request for extended unpaid parental leave unless:
- having considered the Employee's circumstances, the Employer is not satisfied that the request is genuinely based on the Employee's parental responsibilities; or
 - there are grounds to refuse the request relating to its adverse effect on the Employer's business and those grounds would satisfy a

reasonable person. These grounds might include, but are not limited to, cost; lack of adequate replacement Employees; loss of efficiency; impact on the production or delivery of products or services by the Employer.

- (ii) The Employer is to give the Employee written notice of the Employer's decision on a request for extended unpaid parental leave under sub clause (4)(c). If the request is refused, the notice is to set out the reasons for the refusal.
 - (iii) An Employee who believes their request for extended unpaid parental leave under sub clause (4)(c) 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.
 - (iv) Any period of extended unpaid parental leave must be applied for and approved in advance and will be granted on a year-by-year basis. Where both partners work for the Employer the total combined period of extended unpaid parental leave shall not exceed two years.
- (d) Personal leave
- (i) An Employee on paid or unpaid parental leave is not entitled to paid personal leave other than as specified in sub clause (4)(d)(ii).
 - (ii) Should the birth or adoption result in other than the arrival of a living child, the Employee shall be entitled to such period of paid personal leave to which the Employee is entitled or unpaid leave for a period certified as necessary by a registered medical practitioner. Paid personal leave cannot be taken concurrently with paid parental leave.
 - (iii) Where a pregnant Employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the Employee may take any paid personal leave to which the Employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.
- (e) Public holidays
- Any public holidays that fall during paid or unpaid parental leave shall be counted as part of the parental leave and do not extend the period of parental leave.
- (5) Notice and Variation
- (a) An Employee shall give not less than four weeks' notice in writing to the Employer of the date the Employee proposes to commence paid or unpaid parental leave, stating the period of leave to be taken.
 - (b) An Employee seeking to adopt a child shall not be in breach of sub clause (5)(a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
 - (c) An Employee proceeding on parental leave may elect to take a shorter period of parental leave to that provided by this clause and may at any time during that period elect to reduce or extend the period stated in the original application, provided four weeks written notice is provided.

(6) Modification of Duties or Transfer to a Safe Job

(a) Part time employment during pregnancy

- (i) A pregnant Employee may work part time in one or more periods whilst she is pregnant where she provides her Employer with a medical certificate from a medical practitioner advising that part time employment is, because of her pregnancy, necessary or preferable.
- (ii) The terms of part time employment undertaken in accordance with sub clause (6)(a)(i) above shall be in writing.
- (iii) Such employment shall be in accordance with clause 21 - Part Time Employees of this Agreement.
- (iv) In the absence of an alternative requirement, and unless otherwise agreed between an Employer and Employee, an Employee shall provide their Employer with four weeks written notice of an intention to:
 - vary part time work arrangements made under sub clause (6)(b)(ii); or
 - revert to full time employment during the Employee's pregnancy.
- (v) An Employee reverting to full time employment in accordance with sub clause (6)(a)(iv) will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Employee's skill and abilities as the substantive position held immediately prior to undertaking part time employment.

(b) If an Employee gives her Employer a medical certificate from a medical practitioner, or some other form of evidence that would satisfy a reasonable person, and it contains a statement to the effect that the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:

- (i) illness, or risks, arising out of her pregnancy; or
- (ii) hazards connected with that position;

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

(c) If an Employee's Employer does not think it to be reasonably practicable to modify the duties of the position or transfer the Employee to a safe job, the Employee is entitled to be absent from the workplace on full pay for the period during which she is unable to continue in her present position.

(d) An entitlement to be absent from the workplace on full pay is in addition to any leave entitlement the Employee has and the Employee is to be paid the amount she would reasonably have expected to be paid if she had worked during that period. This entitlement also applies to eligible casual Employees.

(e) An entitlement to be absent from the workplace on full pay ends at the earliest of whichever of the following times is applicable:

- (i) the end of the period stated in the medical certificate;
- (ii) if the Employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; or

- (iii) if the Employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

(7) 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 shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the 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 status or responsibility level of the position the Employee held before commencing parental leave.
- (b) An Employee shall take reasonable steps to inform their Employer about any significant matter that will affect the Employee's decision regarding:
 - (i) the duration of parental leave to be taken;
 - (ii) whether the Employee intends to return to work; and
 - (iii) whether the Employee intends to return to work on a part time or modified basis.
- (c) An Employee shall also notify their Employer of changes of address or other contact details that might affect the Employer's capacity to comply with sub clause (7)(a).

(8) Replacement Employee

- (a) Prior to engaging a replacement Employee, the Employer shall inform the replacement person of:
 - (i) the temporary nature of the employment;
 - (ii) the entitlements relating to the return to work of the Employee on parental leave or that Employee's capacity to undertake special temporary or casual employment during their period of unpaid parental leave; and
 - (iii) any consequences for the replacement Employee should the Employee on parental leave return early from leave or seek an extension to their period of parental leave.
- (b) A replacement Employee may be employed part time. Such employment shall be in accordance with the part time employment provisions of the Award and this Agreement.

(9) Employment During Parental Leave

- (a) (i) The provisions of sub clause (8) only apply to employment during unpaid parental leave, and extended unpaid parental leave taken in conjunction with parental leave as provided for in sub clause (4)(c) – Extended unpaid parental leave.
- (ii) An Employer cannot employ an Employee in special temporary employment whilst the Employee is on a period of paid parental leave, annual leave, or long service leave taken concurrently with a period of unpaid parental leave.

- (b) Special temporary employment
- (i) For the purposes of sub clause (9), “temporary” means employment of an intermittent nature; for a limited, specified period; and undertaken during unpaid parental leave or extended unpaid parental leave.
 - (ii) Notwithstanding any other provision of this clause, an Employee may be employed by their Employer on a temporary basis provided that:
 - both parties agree in writing to the special temporary employment;
 - public service officers are only employed on a temporary basis in connection with their substantive office, post or position;
 - in the case of a fixed term contract Employees, the period of temporary employment is within the period of the current fixed term contract;
 - any such period of service shall not change the Employee’s employment status in regard to their substantive employment; and
 - any period of special temporary employment shall count as qualifying service for all purposes under the Award and the Agreement.
- (c) For every period of special temporary employment, the following records must be kept:
- (i) the agreement made between the parties for periods of special temporary employment;
 - (ii) the dates of commencement and conclusion of each period of special temporary employment;
 - (iii) the hours worked by the Employee during such periods; and
 - (iv) the classification level at which the Employee is employed during such periods.
- (d) Effect of special temporary employment on unpaid parental leave
- (i) Subject to sub clause 9(d)(ii), a period of special temporary employment shall be deemed to be part of the Employee’s period of unpaid parental leave or extended unpaid parent leave as originally agreed to by the parties.
 - (ii) An Employee who immediately resumes unpaid parental leave or extended unpaid parental leave following the conclusion of a period of special temporary employment:
 - is entitled, on written notice, to extend their period of unpaid parental leave or extended unpaid parental leave by the period of time in which they were engaged in special temporary employment; and
 - shall give not less than four weeks’ notice in writing to their Employer of the new date they intend to return to work and so conclude their period of parental leave of extended unpaid parental leave.
 - (iii) An Employee who does not immediately resume their period of unpaid parental leave or extended unpaid parental leave at the conclusion of a period of special temporary employment cannot preserve the unused

portion of leave for use at a later date.

(10) Return to Work on Conclusion of Parental Leave

- (a) (i) An Employee shall confirm their intention to conclude their parental leave or extended unpaid parental leave and return to work by notice in writing to their Employer not less than four weeks prior to the expiration of parental leave or extended unpaid parental leave.
- (ii) An Employee who intends to return to work on a modified basis in accordance with sub clause (10)(d) shall advise their Employer of this intention by notice in writing not less than four weeks prior to the expiration of parental leave or extended unpaid parental leave.
- (b) An Employee on return to work following the conclusion of parental leave or extended unpaid 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 an Employee was transferred to a safe job or was absent from the workplace on full pay as provided for in sub clause (6) – Modification of Duties or Transfer to a Safe Job, the Employee is entitled to return to the position occupied immediately prior to the transfer or their absence from the workplace on full pay.
- (d) Right to return to work on a modified basis
 - (i) An Employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with the part time employment provisions of the Award and Agreement.
 - (ii) An Employee may return on a modified basis that involves the Employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the Employee worked immediately before starting parental leave.
- (e) Right to revert
 - (i) An Employee who has returned on a part time or modified basis in accordance with sub clause (10)(d) may subsequently request the Employer to permit the Employee to resume working on the same basis as the Employee worked immediately before starting parental leave or full time work at the same classification level.
 - (ii) A request made under sub clause (10)(e)(i) must be in writing and must be made at least four weeks before the day on which the Employee wishes to resume working on the same basis as the Employee worked immediately before starting parental leave or full time work at the same classification level.
 - (iii) The Employer is to agree to a request to revert made under sub clause (10)(e)(i) unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.
 - (iv) An Employer is to give the Employee written notice of the Employer's decision on a request to revert under sub clause (10)(e)(i). If the request is refused, the notice is to set out the reasons for the refusal.

- (v) An Employee who believes their request to revert under sub clause (10)(e)(i) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.

(11) Effect of Parental Leave on the Contract of Employment

- (a)
 - (i) Paid parental leave will count as qualifying service for all purposes under the Award and this Agreement.
 - (ii) Qualifying service for any purpose under the Award or Agreement is to be calculated according to the number of weeks of paid parental leave that were taken at full pay or would have been had the Employee not taken paid parental leave at half pay. Employees who take paid parental leave on half pay do not accrue Award, Agreement or other entitlements beyond those that would have accrued had they taken the leave at full pay.
- (b) An Employee employed for a fixed term contract shall have the same entitlement to parental leave; however, the period of leave granted shall not extend beyond the term of that contract.
- (c)
 - (i) Absence on unpaid parental leave or extended unpaid parental leave shall not break the continuity of service of Employees.
 - (ii) Where an Employee takes a period of unpaid parental leave or extended unpaid parental leave exceeding 14 calendar days in one continuous period, the entire period of such leave shall not be taken into account in calculating the period of service for any purpose under any relevant Award, Agreement or industrial instrument. Periods of unpaid leave of 14 days or less shall, however, count for service.
- (d) An Employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with clause 22 – Termination of Employment of this Agreement.
- (e) The Employer shall not terminate the employment of an Employee on the grounds of the Employee's application for parental leave or absence on parental leave but otherwise the rights of the Employer in respect of termination of employment are not affected.

(12) Casual Employees

- (a) An eligible casual Employee has no entitlement to paid leave under this clause with the exception of the entitlement to be absent from the workplace on full pay as provided under sub clause (6) – Modification of Duties or Transfer to a Safe Job.
- (b) Nothing in this clause confers a change in the employment status of a casual Employee.
- (c) Service performed by an eligible casual Employee for a public sector Employer shall count as service for the purposes of determining twelve months continuous service as per sub clause (3)(b)(ii) where:
 - (i) the eligible casual Employee has become a permanent or fixed term contract Employee with the same Employer; and
 - (ii) the break between the period of eligible casual employment and permanent or fixed term contract employment is no more than three months.

31. Superannuation on Unpaid Parental Leave

- (1) 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 12 weeks.
- (2) Superannuation contributions made under this clause will be calculated:
 - (a) in respect of the period of unpaid parental leave or 12 weeks; whichever is lesser;
 - (b) based on the amount that would have been paid to the Employee had they taken paid parental leave 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.
- (3) 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.
- (4) Superannuation contributions will be made in accordance with the *Fire and Emergency Services Superannuation Act 1985 (WA)* and the *Fire and Emergency Services (Superannuation Fund) Regulations 1986 (WA)*.

32. Partner Leave

- (1) An Employee who is not taking parental leave is entitled to one week's partner leave as prescribed by this clause in respect of the:
 - (a) birth of a child to the Employee's partner; or
 - (b) adoption of a child who is not the child or the stepchild of the Employee and/or the Employee's partner; is under the age of five; and has not lived continuously with the Employee for six months or longer.
- (2) The entitlement to one week's partner leave shall be taken as paid personal leave, subject to sub clause (8). In the absence of an entitlement to paid personal leave, partner leave may be taken as:
 - (a) paid annual and/or long service leave;
 - (b) paid accrued time off in lieu of overtime, flexi leave and/or banked hours; and/or
 - (c) unpaid partner leave.
- (3) Partner leave must be taken immediately following the birth or, in the case of adoption, the placement of the child.

- (4) (a) Subject to sub clause (4)(b), the taking of partner leave by an Employee shall have no effect on their or their partner's entitlement, where applicable, to access paid parental leave as provided by clause 30 – Parental Leave of the Agreement.
- (b) Where applicable, unpaid partner leave taken by an Employee shall be counted as part of the Employee's unpaid parental leave entitlement.
- (5) Any public holidays that fall during partner leave shall be counted as part of the partner leave and do not extend the period of partner leave.
- (6) The taking of accrued time off in lieu of overtime, flexi leave and/or banked hours for partner leave purposes shall be subject to the provisions of clause 18 – Overtime of this Agreement, and clause 16 – Hours of Work of this Agreement, where applicable.

Personal Leave

- (7) An Employee may access their accrued personal leave entitlements for partner leave purposes, subject to the requirements of the *Minimum Conditions of Employment Act 1993 (WA)* being met. That is, a minimum of 84 hours personal leave must be kept available for an Employee to access for the purposes of an Employee's entitlement to paid leave for illness or injury; or carer's leave.
- (8) The right to access personal leave credits for partner leave purposes does not affect an Employee's right to take more than five days personal leave for the purposes provided for in clause 25 – Personal Leave of this Agreement.

Right to Request Additional Unpaid Partner Leave

- (9) An Employee is entitled to request an extension to the period of unpaid partner leave up to a maximum of eight weeks.
- (10) The Employer is to agree to an Employee's request to extend their unpaid partner leave made under sub clause (9) unless:
 - (a) having considered the Employee's circumstances, the Employer is not satisfied that the request is genuinely based on the Employee's parental responsibilities; or
 - (b) there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:
 - (i) cost;
 - (ii) lack of adequate replacement Employees;
 - (iii) loss of efficiency; and
 - (iv) impact on the production or delivery of products or services by the Employer.
- (11) The Employer is to give the Employee written notice of the Employer's decision on a request to extend their unpaid partner leave. If the Employee's request is refused, the notice is to set out the reasons for the refusal.
- (12) An Employee who believes their request to extend unpaid partner leave has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.

- (13) Where an Employer agrees to an Employee's request to extend their period of unpaid partner leave under sub clause (9), the Employer must allow an Employee to elect to substitute any part of that period of unpaid partner leave with accrued annual leave, long service leave, time off in lieu of overtime, flexi leave and/or banked hours.
- (14) An Employee on unpaid partner leave is not entitled to paid personal leave.
- (15) The total period of partner leave provided by this clause shall not exceed eight weeks.

Notice

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

Effect of Partner Leave on the Contract of Employment

- (17) The provisions of clause 30(11) of the Parental Leave clause of this Agreement concerning the effect of partner leave on the contract of employment shall apply to Employees accessing partner leave, with such amendment as necessary.

Eligible Casual Employees

- (18) An eligible casual Employee, as defined in clause 30(2) – Parental Leave of this Agreement, is only entitled to unpaid partner leave.

33. Unpaid Grandparental Leave

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

Primary Care Giver Status

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

Commencement, Notice and Variation of Leave

- (4) Commencement of unpaid grandparental leave may occur any time within 24 months following the birth or placement of the Employee's grandchild.
- (5)
 - (a) The Employee shall give not less than four weeks' notice in writing to the Employer of the date the Employee proposes to commence unpaid grandparental leave, stating the period of leave to be taken.
 - (b) The notice period in sub clause (5) may be waived by the Employer in exceptional circumstances.
- (6) An Employee may request and an Employer may agree to an Employee taking grandparental leave on a part time basis provided:
 - (a) the Employee is their grandchild's primary care giver on those days for which care is provided by the Employee; and
 - (b) the Employee's leave concludes no later than 52 weeks after the commencement of the period of grandparental leave.

Other Entitlements

- (7) The following provisions contained in Clause 30 – Parental Leave of this Agreement shall be read in conjunction with this clause, with such amendment as is necessary.
 - (a) Sub clauses (7)(a) and (7)(b)(i) and (ii) – Communication During Parental Leave.
 - (b) Sub clause (8) – Replacement Employee.
 - (c) Sub clauses (10)(a)(ii) and (10)(b) – Return to Work on Conclusion of Parental Leave.
 - (d) Sub clause (11) – Effect of Parental Leave on the Contract of Employment.
- (8) The entitlement to grandparental leave is as prescribed in this clause. Other than as specified in sub clause (7), an Employee has no entitlement to the provisions contained in Clause 30 – Parental Leave of this Agreement with respect to the birth or adoptive placement of their grandchild.

34. Compassionate Leave for Early Pregnancy Loss

- (1) An Employee is entitled to up to three consecutive days/shifts of paid compassionate leave on each occasion a pregnancy ends without the birth of a living child up to 20 weeks before the expected date of birth. An Employee is entitled to leave under this clause if they were pregnant, or if their partner was pregnant.
- (2) Leave commences from the date the pregnancy ends and is not to be taken during any other period of leave, including unpaid leave.
- (3) The Employee must provide notice as soon as reasonably practicable indicating the period of leave sought and anticipated return to duty.
- (4) The Employer can require evidence that would satisfy a reasonable person that an early pregnancy loss has occurred, such as a statutory declaration, a medical certificate or a recognition certificate for early pregnancy loss issued by the WA Registry of Births, Deaths and Marriages.
- (5) The provisions of 34(1) apply to a:

- (a) part time Employee on a pro rata basis; and
- (b) casual Employee to the extent of their future rostered shifts, or if there is no certainty about future rosters, the preceding four-week average of shifts worked.

35. Foster Carers' Leave

- (1) Foster and short-term care leave is available to an employee who is a registered 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. An Employee will have access to three paid days/shifts of non-cumulative leave per calendar year.
- (2) An Employee, fixed term contract Employee or casual Employee will have access to three paid days/shifts of non-cumulative leave per calendar year.
- (3) Employees must give reasonable notice prior to taking leave and must provide an estimate of the period of absence from work. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence.
- (4) Employees can, by agreement with their Employer, take foster care leave in minimum periods of one hour.
- (5) Leave credits can be used to attend to training associated with the Employee's foster carer responsibilities.
- (6) Employees must provide the Employer with documentation supporting their eligibility for the leave.
- (7) The entitlement to foster care leave in accordance with clause 35 (2) for casual Employees applies to the extent of their agreed working arrangements.

36. Trade Union Training Leave

- (1) Subject to the provisions of this clause:
 - (a) The Employer will grant paid leave of absence to Employees who are nominated by their Union to attend short courses conducted by the Union's nominated training provider.
 - (b) Paid leave of absence will also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.
- (2) An Employee will be granted up to a maximum of five days' paid leave per calendar year for trade Union training or similar courses or seminars as approved. However, leave of absence in excess of 5 days and up to 10 days may be granted in any one calendar year provided the total leave being granted in that year and in the subsequent year, does not exceed 10 days.
- (3) Where a public holiday or accrued rostered day off falls during the duration of the course, a day off in lieu of that day will not be granted.
- (4) Subject to sub clause (3) of this clause, shift Employees attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
- (5) The granting of leave pursuant to the provisions of this clause is subject to the operations of the Employer not being unduly affected and to the convenience of the Employer.

- (6) Applications for leave:
 - (a) Will be submitted to the Employer for approval at least 4 weeks before the commencement of the course, provided that the Employer may agree to a lesser period of notice.
 - (b) Will be accompanied by a statement from the Union indicating that the Employee has been nominated for the course. The application will provide details as to the subject, commencement date, length of course, venue and authority which is conducting the course.
- (7) A qualifying period of 12 months' employment will be served before an Employee is eligible to attend courses or seminars of more than a half day duration. The Employer may, where special circumstances exist, approve an application to attend a course or seminar where an Employee has less than 12 months' service.
- (8) The Employer will not be liable for any expenses associated with an Employee's attendance at Trade Union Training Courses.
- (9) Leave of absence granted under this clause will include any necessary travelling time in normal working hours immediately before or after the course.

37. Leave to Attend Union Business

- (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 nominated representative of the Employees, is required to attend negotiations and/or conferences between the Union and the Employer;
 - (c) when prior agreement between the Union and the Employer has been reached for the Employee to attend official Union meetings, preliminary to 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.
 - (e) the Employer is prepared to provide an extension of Employee release for Branch Committee meetings, subject to there being appropriate cover for persons released for the scheduled meetings. Any release from duty will not include the shift prior to, or following, the Branch Committee meeting, that is, the night shift prior to or after the meeting.
- (2) The granting of leave pursuant to sub clause (1) will only be approved:
 - (a) where the 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 the Employees whose attendance is essential; and
 - (d) when the operation of the Employer is not being unduly affected and the convenience of the Employer impaired.
- (3) Leave of absence will be granted at the ordinary rate of pay.
- (4) The Employer will not be liable for any expenses associated with an Employee attending to Union business.

- (5) Leave of absence granted under this clause will include any necessary travelling time in normal working hours.
- (6) Nothing in this clause will diminish the existing arrangements relating to the granting of paid leave for Union business.
- (7) An Employee will not be entitled to paid leave to attend Union business other than as prescribed by this clause.
- (8) The provisions of this clause will not apply to special arrangements made between the parties which provide for unpaid leave for Employees to conduct Union business.
- (9) The provisions of this clause will not apply when an Employee is absent from work without the approval of the Employer.
- (10) Workplace Union Meetings

Subject to reasonable notice being provided to the Employer:

- (a) Employees will be granted paid time off to attend up to four meetings per calendar year of up to one hour's duration at the workplace held by the Union;
- (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 at the workplace.

38. Cultural/Ceremonial Leave

- (1) Cultural/ceremonial leave shall be available to all Employees.
- (2) Such leave shall include leave to meet the Employee's customs, traditional law and to participate in cultural and ceremonial activities.
- (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.
- (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.
- (5) The Employer may request reasonable evidence of the legitimate need for the Employee to be allowed time off.
- (6) Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof shall be deducted from:
 - (a) the Employee's annual leave entitlements (where applicable); or
 - (b) time in lieu.
- (7) Time off without pay may be granted by arrangement between the Employer and the Employee for cultural/ceremonial purposes.

39. Cultural Leave for Aboriginal and Torres Strait Islanders

- (1) Employees who identify as Aboriginal or Torres Strait Islanders 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.
- (2) Up to five days/shifts 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.
 - (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.
 - (4) The Employer may request reasonable evidence of the legitimate need for the Employee to be allowed time off.
 - (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 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.
 - (6) Cultural leave granted under this clause is in addition to other forms of leave in this Agreement.

40. Purchased Leave – Deferred Wage

- (1) With the written agreement of the Employer, an Employee may elect to receive, over a four-year period, 80% of the wage they would otherwise be entitled to receive in accordance with this Agreement.
- (2) The Employer will assess each application for deferred wages on its merits and give consideration to the personal circumstances of the Employee seeking the leave.
- (3) On completion of the fourth year, an Employee will be entitled to 12 months leave and will receive an amount equal to 80% of the wage they were otherwise entitled to in the fourth year of deferment.
- (4) Where an Employee completes four years of deferred wage service and is not required to attend duty in the following year, the period of non-attendance shall not constitute a break in service and shall count as service on a pro-rata basis for all purposes.
- (5) An Employee may withdraw from this arrangement prior to completing a four-year period by written notice. An Employee will receive a lump sum payment of wages forgone to that time but will not be entitled to equivalent absence from duty.
- (6) The Employer will ensure that superannuation arrangements and taxation effects are fully explained to the Employee by the relevant Authority. The Employer will put any necessary arrangements into place.
- (7) The Employer will review the access for Employees to the deferred wages provisions and include Employee guidelines in DFES's Leave Management Policy.

41. Leave for Training with Defence Force Reserves

- (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.

- (2) Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- (3) Application for leave of absence in accordance with this clause shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the Employee shall provide a certificate of attendance to the Employer.
- (4) Paid leave
 - (a) An Employee is entitled to paid leave for periods not exceeding:
 - (i) 20 shifts for rostered shiftwork Employees; and
 - (ii) 20 days for all other Employees covered by this Agreementin any period of 12 months commencing on 1 July in each year for the purpose of attending training camps, schools, classes or courses of instruction, subject to the conditions set out hereunder.
 - (b) An Employee in their first year of Reserves membership is entitled to an additional 10 days paid leave for the purposes of recruitment and/or initial training.
 - (c) Part-time Employees shall receive the same paid leave entitlement with their entitlement calculated on a pro-rata basis.
 - (d) On written application, an Employee shall be paid wages in advance when proceeding on such leave.
 - (e) Casual Employees are not entitled to paid leave for the purpose of defence service.
- (5) Unpaid leave
 - (a) Any leave for the purpose of defence service that exceeds the paid entitlement prescribed in sub clause (4) shall be unpaid.
 - (b) Casual Employees are entitled to unpaid leave for the purpose of defence service.
- (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.

42. Public Health Emergency Arrangements

Definitions

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

- (b) “Diagnosed person” means a person who has a current positive test for a disease that is the subject of the public health emergency or an incident that is deemed a serious public health risk by way of a testing or diagnostic regime accepted within the WA health system as being a reliable indicator that the person has the disease.
 - (c) “Ordinary pay” is to be calculated according to the rostered or ordinary hours the Employee would have worked, had they not been subject to a government requirement to isolate or quarantine. For casual Employees, ordinary pay is to be calculated with reference to the Employee’s rostered future shifts or, if there is no certainty about future rosters, the preceding four-week average of shifts worked.
- (2) Special public health emergency leave
- (a) The Employer is to credit each Employee with 20 days/shifts 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 are to receive their ordinary pay.
 - (e) Employees who have exhausted their special public health emergency leave can access existing personal leave entitlements under clause 25. Personal Leave of this Agreement.
- (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 Union, DFES and the Executive Director Government Sector Labour Relations.
 - (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 25. 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 (3)(c).

- (e) Special public health emergency leave is not 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, or annual or long service leave except as provided for in clauses 25(11)(d) (reinstate annual leave) and 25(11)(e) (reinstate long service leave).
- (4) Notice and Access
- (a) Special public health emergency leave will be debited for all hours the Employee would have worked as part of their ordinary roster if the employer was not absent due to this leave.
 - (b) Special public health emergency leave can be taken on hourly basis.
 - (c) Reasonable and legitimate requests for special public health emergency leave are approved subject to available credits. Where practicable, the Employee must give reasonable notice before taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work is to be provided.
 - (d) Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work is to be provided.
- (5) Evidence
- (a) The Employer can require evidence that would satisfy a reasonable person to support an application for special public health emergency leave.

43. Leave Without Pay

- (1) Subject to the provisions of sub clause (2), the Employer may grant an Employee leave without pay for any period and is responsible for that Employee on their return.
- (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.
- (3) 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.
- (4) Any period that exceeds two weeks during which an Employee is on leave without pay shall not, for any purpose, be regarded as part of the period of service of that Employee.
- (5) Special leave without pay shall be granted by the Employer to an Employee elected to the positions of Branch President or Secretary of the United Professional Firefighters Union of Western Australia, for the period of term (three years) of the elected position or part thereof.
- (6) A further period of leave without pay shall be granted where an Employee granted leave without pay in accordance with sub clause (5) is elected for a second or subsequent term.

- (7) An Employee not re-elected for a further term or who relinquishes the position of Branch President or Secretary shall be re-appointed on the same classification level that applied to the Employee immediately before the leave without pay took effect and shall be deemed to have continued in employment on leave without pay during the period from the day on which the leave without pay took effect, to and including the day immediately preceding the day the person was re-appointed.

44. Witness and Jury Leave

(1) Witness

- (a) An Employee subpoenaed or called as a witness to give evidence in any proceeding shall as soon as practicable notify the manager/supervisor who shall notify the Employer.
- (b) Where an Employee is subpoenaed or called as a witness to give evidence in an official capacity that Employee shall be granted by the Employer leave of absence with pay, but only for such period as is required to enable the Employee to carry out duties related to being a witness. If the Employee is on any form of paid leave, the leave involved in being a witness will be reinstated. The Employee is not entitled to accept any witness fee.
- (c) An Employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify the Employer.
- (d) An Employee subpoenaed or called as a witness on behalf of the Crown not in an official capacity shall be granted leave with full pay entitlements, as per this Agreement. If the Employee is on any form of paid leave, this leave shall not be reinstated as such witness service is deemed to be part of the officer's civil duty. The Employee is not entitled to accept any witness fees.
- (e) An Employee subpoenaed or called as a witness under any other circumstances other than specified in sub clauses (1)(b) and (1)(d) of this clause shall be granted leave of absence without pay except when the Employee makes an application to clear accrued leave in accordance with the Agreement provisions.

(2) Jury

- (a) An Employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the supervisor/manager who shall notify the Employer.
- (b) An Employee required to serve on a jury shall be granted by the Employer leave of absence on full pay, as per this Agreement, but only for such period as is required to enable the Employee to carry out duties as a juror.
- (c) An Employee granted leave of absence on full pay as prescribed in sub clause (2)(a) of this clause is not entitled to accept any juror's fees.

PART IV - ALLOWANCES

45. Camping Allowance

- (1) For the purposes of this clause the following expressions shall have the following meaning:
 - (a) "Camp of a permanent nature" means single room accommodation in skid mounted or mobile type units, caravans, or barrack type accommodation where the following facilities are provided in the camp:
 - (i) water is freely available;
 - (ii) ablutions including a toilet, shower or bath and laundry facilities;
 - (iii) hot water system;
 - (iv) a kitchen, including a stove and table and chairs, except in the case of a caravan equipped with its own cooking and messing facilities;
 - (v) an electricity or power supply; and
 - (vi) beds and mattresses except in the case of caravans containing sleeping accommodation.
 - (b) For the purpose of this definition, caravans located in caravan parks or other locations where the above are prescribed shall be deemed a camp of a permanent nature.
 - (c) "House" means a house, duplex or cottage including transportable type accommodation which are self-contained and in which the facilities prescribed for "camp of a permanent nature" are provided.
 - (d) "Other than a permanent camp" means a camp where any of the above are not provided.
- (2) An Employee, who is stationed in a camp of a permanent nature, shall be paid the appropriate allowance prescribed by item 1 or item 2 of Schedule 5 for each day spent camping.
- (3) An Employee who is stationed in a camp - other than a permanent camp - or is required to camp out shall be paid the appropriate allowance prescribed by item 3 or item 4 of Schedule 5 for each day spent camping.
- (4) Employees who occupy a house shall not be entitled to allowances prescribed by this clause.
- (5) Employees accommodated at a Government institution, hostel or similar establishment shall not be entitled to allowances prescribed by this clause.
- (6) Where an Employee is provided with food and/or meals by the Employer free of charge, then the Employee shall only be entitled to receive half the appropriate allowance to which the officer would otherwise be entitled for each day spent camping.
- (7) (a) An Employee shall not be entitled to receive an allowance under this clause for periods in excess of 91 consecutive days unless the Employer otherwise determines. Provided that where an Employee makes use of the provisions of Clause 56 – Travelling Allowance of this Agreement, then such periods shall be included for the purposes of determining the ninety-one consecutive days.

- (b) The Employer, in reviewing any claim under this sub clause may determine an allowance other than is contained in Schedule 5 of this Agreement.
- (8) When camping, an Employee shall be paid the allowance on Saturdays and Sundays if available for work immediately preceding and succeeding such days and no deduction shall be made under these circumstances when an Employee does not spend the whole or part of the weekend in camp, unless the provisions of Clause 56 – Travelling Allowance of this Agreement are availed of.
- (9) This clause shall be read in conjunction with Clauses 46 – Country Relieving Allowance, 55 – Transfer Allowance and 56 – Travelling Allowance, of this Agreement for the purpose of paying allowances, and camping allowance shall not be paid for any period in respect of which travelling, transfer or relieving allowances are paid. Where portions of a day are spent camping, the formula contained in clause 56(4) of this Agreement shall be used for calculating the portion of the allowance to be paid for that day.

For the purposes of this sub clause arrival at headquarters shall mean the time of actual arrival at camp. Departure from headquarters shall mean the time of actual departure from camp or the time of ceasing duty on the field subsequent to breaking camp, whichever is the later. Calculation of parts of a day shall be in accordance with the formula contained in clause 56(4), of this Agreement.
- (10) Employees in receipt of an allowance under this clause shall not be entitled to receive the incidental allowance prescribed by Clause 56 – Travelling Allowance, of this Agreement.
- (11) Whenever an Employee provided with a caravan is obliged to park the caravan at a caravan park the Employee shall be reimbursed the rental charges paid to the authority controlling the caravan park, in addition to the payment of camping allowance.
- (12) Where an Employee, who is not supplied with camping equipment by the Employer hires such equipment as is reasonable and necessary, the Employee shall be reimbursed such hire charges, in addition to the payment of camping allowance.

46. Country Relieving Allowance

- (1) An Employee who is required to perform relief duty at Albany, Bunbury, Geraldton or Kalgoorlie and necessarily resides temporarily away from their usual place of residence shall be paid a relieving allowance for the number of nights the Employee is required to be away, on the following basis:
 - (a) For each night the Employee is fully responsible for meals, accommodation and incidental expenses and hotel or motel accommodation is paid for, the Employee shall be paid at the rate prescribed in Column A, Item 5 of Schedule 2 of this Agreement. Payment at this rate will require the production of original taxation receipts to the Employer.
 - (b) For each night the Employee is fully responsible for meals, accommodation and incidental expenses and other than hotel or motel accommodation is used, the Employee shall be paid at the rate prescribed in Column A, Item 9, 10 or 11 of Schedule 2 of this Agreement.
 - (c) The rates provided by (a) and (b) above cover reasonable expenses for all accommodation, meals and incidentals. There is no entitlement to any additional allowances in Schedule 2 of this Agreement for relieving.

- (2) In addition to the rates in (1), an Employee will receive additional payment for reasonable travel costs by train or bus if train is not available, to and from the country station, for the period of relieving. The rate of this fare will be determined by the Employer and paid once per period of relieving.
- (3) With the approval of the Employer, Employees may commute to perform relief at country stations. Where approval is granted, the Employee will be reimbursed in accordance with the motor vehicle allowance in Schedule 4 of this Agreement for the distance travelled in excess of the distance the Employee would normally travel to his/her normal workplace and return.
- (4)
 - (a) Time in lieu will be granted to the Employee for travelling in their own time to and from the station they are providing relief for, at the following rates:

Bunbury:	Single time in lieu of 6 hours per period of relief;
Albany:	Single time in lieu of 12 hours per period of relief;
Geraldton:	Single time in lieu of 12 hours per period of relief;
Kalgoorlie:	Single time in lieu of 24 hours per period of relief.
 - (b) An Employee may elect to be paid instead of the time in lieu provided in sub clause (4)(a), at the rate of single time.
- (5) Multiple sets of shifts
 - (a) Each period of relief duty will be for a minimum number of three (3) consecutive sets of shifts. In exceptional circumstances, including compassionate grounds, the length of relief duty may be shortened by agreement.
 - (b) Where an Employee is required to perform relief at a country station for more than one set of shifts consecutively, the provisions of sub clause (1) continue to apply for the entire period they are away from their usual place of residence.
 - (c) If the Employee returns to their usual place of residence between sets of shifts or within a set of shifts, they will only be entitled to the provisions of sub clause (1) for the nights spent away from their usual place of residence.
- (6) Other relieving arrangements may be entered into, subject to agreement between the Employer and Employee/Union.
- (7) The rates contained in Schedule 2 of this Agreement will be adjusted in accordance with movement in the same rates in the Government Officers' Salaries, Allowances and Conditions Award 1989.
- (8) The provisions of Clause 56 – Travelling Allowance of this Agreement shall not operate concurrently with the provisions of this clause to permit an officer to be paid allowances in respect of both travelling and relieving expenses for the same period.

47. District Allowance

The provisions of this clause replace Clause 24 – Country Service of the Award.

- (1) The District Allowance (Government Wages Employees) General Agreement 2010 provides District Allowance to Employees bound by this Agreement. The District Allowance rates applicable at the date of registration of this Agreement are contained at Schedule 3 – District Allowance of this Agreement.
- (2) The parties agree that District Allowance rates resulting from negotiations between the Government and public sector unions, including the Union, for a replacement District Allowance (Government Wages Employees) General Agreement 2010 will be payable

as per the replacement instrument.

(3) Kalgoorlie Allowance

- (a) In addition to the District Allowance paid in accordance with this clause, Employees stationed at Kalgoorlie will be paid an allowance of \$4,012 per annum. This rate is effective from 1 July 2023.
- (b) The quantum of the allowance prescribed in sub clause (4)(a) shall be increased effective 1 July each year in accordance with the official Consumer Price Index (CPI) for Perth, as published for the preceding 12 months at the end of the March quarter by the Australian Bureau of Statistics.
- (c) The additional allowance prescribed in sub clause (4)(a) shall be paid annually, as follows:
 - (i) Employees who commenced at Kalgoorlie prior to 24 May 2002 will be paid the annual payment on 15 January each year.
 - (ii) Employees who commenced or commence at Kalgoorlie after 24 May 2002 will be paid the annual payment on their individual twelve-month anniversary date.

48. Disturbance Allowance

- (1) The provisions of this clause replace Clause 20 – Transfers, of the Award.
- (2) An Employee who is transferred in accordance with sub clause (1) of Clause 55 – Transfer Allowance and Clause 54 – Removal Allowance of this Agreement and incurs expenses in the areas referred to in sub clause (3) of this clause, as a result of that transfer shall be reimbursed the actual expenditure incurred upon production of receipts or such other evidence as may be required.
- (3)
 - (a) Costs incurred for the installation/connection/reconnection of a telephone at the employee's new residence provided a telephone had been installed at the employee's former residence. Save that reimbursement shall also be made where an Employee is transferred and leaves the residence in which he or she had installed a telephone and returns to the former locality on subsequent transfer.
 - (b) Costs incurred with the connection or reconnection of water, gas and/or electricity services to the employee's household.
 - (c) Costs incurred with the re-direction of mail for a period of three months.

49. Flying Allowance

- (1) An Employee who in the course of his or her official duties is required to fly in an aircraft other than those used in public air services, shall be paid an allowance as follows:
 - (a) Observation and photographic duties in fixed wing aircraft – \$16.51 per hour or part thereof.
 - (b) Cloud seeding and fire bombing duties, observation and photographic duties involving operations in which fixed wing aircraft are used at heights less than 304 metres or in unpressurised aircraft at heights more than 3048 metres - \$22.65 per hour or part thereof.

- (c) When required to fly in a helicopter on fire bombing duties, observation and photographic duties - \$31.32 per hour or part thereof.

50. Motor Vehicle Allowance

- (1) For the purposes of this clause the following expressions shall have the following meanings:
 - (a) "Metropolitan area" means that area within a radius of 50 kilometres from the Perth City Railway Station.
 - (b) "South West land division" means the South West land division as defined by to Section 6 Schedule 1 of the *Land Administration Act 1997* (WA) excluding the area contained within the metropolitan area.
 - (c) "Rest of the State" means that area south of 23.5 degrees south latitude, excluding the metropolitan area and the South West land division.
- (2) Allowance for Employees using motor vehicle and motorcycle on official business.
 - (a) An Employee who is requested by the Employer voluntarily consents to use their vehicle or motorcycle shall, for journeys travelled on official business approved by the Employer, be reimbursed all expenses incurred in accordance with the appropriate rates set out in Schedule 4 of this Agreement.
 - (b) For the purpose of sub clause (2)(a) an Employee shall not be entitled to reimbursement for any expenses incurred in respect to the distance between the Employee's residence and headquarters and the return distance from headquarters to residence.
 - (c) Where an Employee in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate if applicable to each of the areas traversed as set out in Schedule 4 of this Agreement.
- (3) Allowance for towing DFES caravan or trailer.
 - (a) In cases where Employees are required to tow DFES caravans on official business, the additional rate shall be 10.0 cents per kilometre. When DFES trailers are towed on official business the additional rate shall be 4.5 cents per kilometre.

51. Other Duties Allowance

- (1) These arrangements replace Clause 16 – Special Duties Allowance, of the Award.
- (2) Employees who come off shift to undertake identified positions classified at Station Officer level shall be paid an allowance for each completed week in the position.
- (3) This allowance will be effective from the date of registration and will increase in accordance with general wage related increases as follows:
 - (a) \$141.80 effective from the date of registration; and
 - (b) \$147.60 effective from the first pay period on or after 9 June 2024.
- (4) The allowance prescribed in sub clauses (2) and (3) shall only be payable for the duration of the appointment to the identified position.

- (5) This allowance prescribed in sub clauses (2) and (3) shall be paid in lieu of any existing administrative payments provided to the identified positions.
- (6) This allowance shall apply to the following positions:
- (a) Fire Investigation Officer;
 - (b) Applied Training Officer, Applied Training;
 - (c) Training Officer, Career Training;
 - (d) Breathing Apparatus (BA) Training Officer;
 - (e) Training Officer, Commercial Training;
 - (f) Training Officer, Volunteer Training;
 - (g) General Instructor, Career Training;
 - (h) Air Operations Officer, Air Services;
 - (i) HAZMAT and CBR Officer, Special Risks;
 - (j) Rescue Officer, Special Risks;
 - (k) USAR Officer, Special Risks; and
 - (l) Building Fire Safety Officer, Built Environment Branch.
 - (m) Operations Information Officer;
 - (n) Staff Deployment Officer;
 - (o) Health and Safety Officer;
 - (p) Welfare Officer;
 - (q) Exercise Development Writer;
 - (r) Urban Capability Officer;
 - (s) Heavy Industry Liaison Officer;
 - (t) Operational Communications Officer; and
 - (u) Station Officer Capability Planning
- (7) This allowance will not be payable to Employees engaged in the above or similar titled positions as Station Officer non-rank.
- (8) Notwithstanding the provisions of sub clause (5) of this clause, where from the nature of the duties required or from other relevant circumstances it appears just and reasonable, the Commissioner may grant the payment of the allowance prescribed in sub clauses (2) and (3) to other off shift positions that may be established either on a temporary or permanent basis.

52. Project Advisory Team Meeting Allowance

- (1) The aim of Project Advisory Teams (PATs) is to facilitate consultation in order to seek input from Employees and other stakeholders on operational issues.

- (2) The allowance is in recognition of Employees' time and commitment to the PAT process.
- (3) The allowance is payable where an Employee attends PAT meetings that occur when not rostered for duty. The allowance is in lieu of any other monies that may be claimed, including (but not limited to) overtime and mileage allowances.
- (4) The allowance is to be paid at the following rates from the date of operation date of this Agreement as per clause:
 - (a) For up to half a day's participation (up to 4 hours):
 - (i) \$149.95 effective from the date of registration; and
 - (ii) \$156.05 effective from the first pay period on or after 9 June 2024.
 - (b) For between half a day and a full day (between 4 and 8 hours):
 - (i) \$299.90 effective from the date of registration;
 - (ii) \$312.10 effective from the first pay period on or after 9 June 2024.
- (5) The allowances under this clause shall then be increased by any future general wage increase under this Agreement or its successor.
- (6) The Employer reserves the right to determine the operation of any PAT, including (but not limited to) the objectives for the PAT and the expected number of meetings for those objectives to be achieved.

53. Property Allowance

- (1) For the purposes of this clause the following expressions shall have the following meanings:
 - (a) "Agent" means a person carrying on business as an estate agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.
 - (b) "Dependant" in relation to an Employee means:
 - (i) spouse or de facto partner;
 - (ii) child/children; or
 - (iii) other dependant family;

who resides with the Employee and who relies on the Employee for support.
 - (c) "Expenses" in relation to an Employee means all costs incurred by the Employee in the following areas:
 - (i) Legal fees paid to a solicitor, or in lieu thereof fees charged by a settlement agent, for professional costs incurred in respect of the sale or purchase, the maximum fee to be claimed shall be as set out in the Solicitors Cost Determination for non-contentious business matters made under section 275 of the *Legal Profession Act 2008 (WA)*.
 - (ii) Disbursements duly paid to a solicitor or a settlement agent necessarily incurred in respect of the sale or purchase of the residence.

- (iii) Real Estate Agent's Commission in accordance with that fixed by the Real Estate and Business Agents Supervisory Board, acting under Section 61 of the *Real Estate and Business Agents Act 1978 (WA)*, duly paid to an agent for services rendered in the course of and incidental to the sale of the property, the maximum fee to be claimed shall be fifty percent (50%) as set out under Items 1 or 2 - Sales by Private Treaty or Items 1 or 2 - Sales by Auction of the Maximum Remuneration Notice.
 - (iv) Stamp Duty.
 - (v) Fees paid to the Registrar of Titles or to the person performing duties of a like nature and for the same purpose in another State or Territory of the Commonwealth.
 - (vi) Expenses relating to the execution or discharge of a first mortgage.
 - (vii) The amount of expenses reasonably incurred by the Employee in advertising the residence for sale.
- (2) (a) "Locality" in relation to an Employee means:
- (i) Within the metropolitan area, that area within a radius of fifty (50) kilometres from the Perth City Railway Station, and
 - (ii) Outside the metropolitan area, that area within a radius of fifty (50) kilometres from an Employee's headquarters when they are situated outside of the metropolitan area.
- (b) "Property" shall mean a residence as defined in this clause including a block of land purchased for the purpose of erecting a residence thereon to the extent that it represents a normal urban block of land for the particular locality.
- (c) "Residence" includes any accommodation of a kind commonly known as a flat or a home unit that is, or is intended to be, a separate tenement including dwelling or house, and the surrounding land, exclusive of any other commercial property, as would represent a normal urban block of land for the particular locality.
- (d) "Settlement Agent" means a person carrying on business as settlement agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under the law.
- (3) When an Employee is transferred from one locality to another in the public interest or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the Employee has no control, the Employee shall be entitled to be paid a property allowance for reimbursement of expenses incurred:
- (a) in the sale of residence in the Employee's former locality, which, at the date on which the Employee received notice of transfer to a new locality:
 - (i) the Employee owned and occupied; or
 - (ii) the Employee was purchasing under a contract of sale providing for vacant possession; or
 - (iii) the Employee was constructing for the Employee's own permanent occupation, on completion of construction; and

- (b) in the purchase of a residence or land for the purpose of erecting a residence thereon for the Employee's own permanent occupation in the new locality.
 - (c) an Employee shall be reimbursed such following expenses as are incurred in relation to the sale of a residence:
 - (i) if the Employee engaged an agent to sell the residence on the Employee's behalf - 50 percent of the amount of the commission paid to the agent in respect of the sale of the residence;
 - (ii) if a solicitor was engaged to act for the Employee in connection with the sale of the residence - the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor in respect of the sale of the residence;
 - (iii) if the land on which the residence is created was subject to a first mortgage and that mortgage was discharged on the sale, then an Employee shall, if, in a case where a solicitor acted for the mortgagee in respect of the discharge of the mortgage and the Employee is required to pay the amount of professional costs and disbursements necessarily incurred by the mortgagee in respect of the discharge of the mortgage - the amount so paid by the Employee;
 - (iv) if the Employee did not engage an agent to sell the residence on their behalf - the amount of the expenses reasonably incurred by the Employee in advertising the residence for sale.
- (4) An Employee shall be reimbursed such following expenses as are incurred in relation to the purchase of a residence:
- (a) if a solicitor or settlement agent was engaged to act for the Employee in connection with the purchase of the residence - the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor or settlement agent in respect of the purchase of the residence;
 - (b) if the Employee mortgaged the land on which the residence was erected in conjunction with the purchase of the residence, then an Employee shall, if, in a case where a solicitor acted for the mortgagee and the Employee is required to pay and has paid the amount of the professional costs and disbursements (including valuation fees but not a procuracy fee payable in connection with the mortgage) necessarily incurred by the mortgagee in respect of the mortgage - the amount so paid by the Employee;
 - (c) if the Employee did not engage a solicitor or settlement agent to act for the Employee in connection with the purchase or such a mortgage - the amount of the expenses reasonably incurred by the Employee in connection with the purchase or the mortgage, as the case may be, other than a procuracy fee paid by the Employee in connection with the mortgage.
- (5) An Employee is not entitled to be paid a property allowance under sub clause (3)(b) unless the Employee is entitled to be paid a property allowance under sub clause (3)(a) provided that the Employer may approve the payment of a property allowance under sub clause (3)(b) to an Employee who is not entitled to be paid a property allowance under sub clause (3)(a) if the Employer is satisfied that it was necessary for the Employee to purchase a residence or land for the purpose of erecting a residence thereon in the Employee's new locality because of the Employee's transfer from the former locality.

- (6) For the purpose of this clause it is immaterial that the ownership, sale or purchase is carried out on behalf of an Employee who owns solely, jointly or in common with:
 - (a) the Employee's spouse; or
 - (b) a dependant relative; or
 - (c) the Employee's spouse and a dependant relative.
- (7) Where an Employee sells or purchases a residence jointly or in common with another person - not being a person referred to in sub clause (6) the Employee shall be paid only the proportion of the expenses for which the Employee is responsible.
- (8) An application by an Employee for a property allowance shall be accompanied by evidence of the payment by the Employee of the expenses, being evidence that is satisfactory to the Employer.
- (9) Notwithstanding the foregoing provisions, an Employee is not entitled to the payment of a property allowance:
 - (a) In respect of a sale or purchase prescribed in sub clause (3) which is effected:
 - (i) more than twelve months after the date on which the Employee took up duty in the new locality; or
 - (ii) after the date on which the Employee received notification of being transferred back to the former locality

provided that the Employer may, in exceptional circumstances, grant an extension of time for such period as is deemed reasonable.

 - (b) Where the Employee is transferred from one locality to another solely at the Employee's own request or on account of misconduct.

54. Removal Allowance

- (1) The provisions of this clause replace Clause 20 – Transfers, of the Award.
- (2) When an Employee is transferred to a new locality in the interests of the Employer, or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the Employee has no control, the Employee shall be reimbursed:
 - (a) The actual reasonable cost of conveyance for the Employee and dependants.
 - (b) The actual cost (including insurance) of the conveyance of an Employee's household furniture effects and appliances up to a maximum volume of 45 cubic metres, provided that a larger volume may be approved by the Employer in special cases.
 - (c) An allowance of \$633.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an Employee is required to transport furniture, effects and appliances. Provided that the Employer is satisfied that the value of household furniture, effects and appliances moved by the Employee is at least \$3,792.00.
 - (d) Reimbursement of reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum amount of \$233.00.

- (i) Pets are defined as dogs, cats, birds or other domestic animals kept by the Employee or the Employee's dependents for the purpose of household enjoyment.
 - (ii) Pets do not include domesticated livestock, native animals nor equine animals.
- (3) An Employee who is transferred solely at the Employee's own request or on account of misconduct must bear the whole cost of removal unless otherwise determined by the Employer prior to removal.
- (4)
 - (a) Where an Employee or their dependents have more than one vehicle and all the vehicles are to be relocated to the new residence, the cost of transporting or driving up to two vehicles shall be deemed to be part of the removal costs. An Employee shall be reimbursed the full freight charges necessarily incurred in respect of the removal of up to two motor vehicles.
 - (b) Where only one vehicle is to be relocated to the new residence. The Employee may choose to transport a trailer, boat or caravan in lieu of the second vehicle. The Employee may be required to show evidence of ownership of the trailer, boat or caravan to be transported.
 - (c) If authorised by the Employer to travel to a new locality in the Employee's own motor vehicle/s or trailer, boat or caravan, the Employee shall be reimbursed for the distance travelled on the basis of one half the appropriate rate prescribed in Clause 50 – Motor Vehicle Allowance of this Agreement.
- (5) The Employer shall, before removal is undertaken, obtain quotes from carriers and authorise the most suitable. Provided that the payment for a volume amount beyond 45 cubic metres is not to occur without the written approval of the Employer.
- (6) Where the Employer agrees to provide removal assistance greater than that specified in this Agreement and the Award, then in the event that the Employee to whom the benefit is granted elects to leave the position, on a permanent basis, within twelve months, the Employer may require the Employee to repay the additional removal assistance on a pro-rata basis. Repayment can be deducted from any monies due to the Employee.
- (7) For the purpose of this clause, "elect to leave the position", means the Employee freely chooses to leave the position in the ordinary course of promotion, transfer or resignation and this necessitates the Employer obtaining a replacement Employee.
- (8) The Employer may, in lieu of conveyance, authorise payment of an amount not exceeding the maximum prescribed by sub clause (2)(b) of this clause to compensate for loss in any case where an Employee with prior approval of the Employer, disposes of the Employee's furniture, effects and appliances instead of removing them to the Employee's new headquarters. Provided that such payment shall not exceed the sum which would have been paid if such furniture, effects and appliances had been removed by the cheapest method of transport available and the volume was 45 cubic metres.
- (9) Where an Employee is transferred to Government owned or private rental accommodation, where furniture is provided, and as a consequence the officer is obliged to store furniture, the Employee shall be reimbursed the actual cost of such storage up to a maximum allowance of \$1,178.00 per annum. Actual cost is deemed to include the premium for adequate insurance coverage of the value of the furniture stored. An allowance under this sub clause shall not be paid for a period in excess of four years without the approval of the Employer.

- (10) Receipts must be produced for all sums claimed.
- (11) New appointees shall be entitled to receive the benefits of this clause if they are required by the Employer to participate in any training course prior to being posted to their respective offices. This entitlement shall only be available to Employees who have completed their training and who incur costs when moving to their first posting.
- (12) For the purposes of this sub clause arrival at headquarters shall mean the time of posting.

55. Transfer Allowance

- (1) Subject to sub clauses (2) and (5) of this clause, an Employee who is transferred to a new locality in the public interest, or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the officer has no control, shall be paid at the rates prescribed in Column A, Item 4, 5 or 6 of Schedule 2 of this Agreement for a period of 14 days after arrival at new headquarters within Western Australia or Column A, Items 7 and 8 of Schedule 2 for a period of 21 days after arrival at new headquarters in another State of Australia. Provided that if an Employee is required to travel on official business during the said periods, such period will be extended by the time spent in travelling. Under no circumstances, however, shall the provisions of this sub clause operate concurrently with those of Clause 56 – Travelling Allowance to permit an Employee to be paid allowances in respect of both travelling and transfer expenses for the same period.
- (2) Prior to the payment of an allowance specified in sub clause (1), the Employer shall:
 - (a) require the Employee to certify that permanent accommodation has not been arranged or is not available from the date of transfer. In the event that permanent accommodation is to be immediately available, no allowance is payable; and
 - (b) require the Employee to advise the Employer that should permanent accommodation be arranged or become available within the prescribed allowance periods, the Employee shall refund a pro rata amount of the allowance for that period the occupancy in permanent accommodation takes place prior to the completion of the prescribed allowance periods.

Provided also that should an occupancy date which falls within the specified allowance periods be notified to the Employer prior to the Employee's transfer, the payment of a pro rata amount of the allowance should be made in lieu of the full amount.
- (3) If an Employee is unable to obtain reasonable accommodation for the transfer of the Employee's home within the prescribed period referred to in sub clause (1) of this clause and the Employer is satisfied that the Employee has taken all possible steps to secure reasonable accommodation, such Employer shall, after the expiration of the prescribed period to be paid in accordance with the rates prescribed by Column B, Item 4, 5, 6, 7 or 8 of Schedule 2 of this Agreement as the case may require, until such time as reasonable accommodation has been secured: Provided that the period of reimbursement under this sub clause shall not exceed 77 days without approval of the Employer.
- (4) When it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred by an Employee on transfer, an appropriate rate of reimbursement shall be determined by the Employer.

- (5) An Employee who is transferred to Government owned accommodation shall not be entitled to reimbursement under this clause. Provided that:
- (a) where entry into the Government owned accommodation is delayed through circumstances beyond the Employee's control an Employee may, subject to the production of receipts, be reimbursed actual reasonable accommodation and meal expenses for the Employee and dependants less a deduction for normal living expenses prescribed in Column A, Items 15 and 16 of Schedule 2; and provided that:
 - (b) if any costs are incurred under sub clause (3) of Clause 48 – Disturbance Allowance of this Agreement, they shall be reimbursed by the Employer.

56. Travelling Allowance

An Employee who travels on official business shall be reimbursed reasonable expenses on the following basis:

- (1) When a trip necessitates an overnight stay away from headquarters and the Employee:
 - (a) is supplied with accommodation and meals free of charge; or
 - (b) attends a course, conference, etc., where the fee paid includes accommodation and meals; or
 - (c) travels by rail and is provided with a sleeping berth and meals; or
 - (d) is accommodated at a Government institution, hostel or similar establishment and supplied with meals:
 - (e) reimbursement shall be in accordance with the rates prescribed in Column A, Items (1), (2) or (3) of Schedule 2 of this Agreement.
- (2) When a trip necessitates an overnight stay away from headquarters and the Employee is fully responsible the provision of accommodation, meals and incidental expenses:
 - (a) Where hotel or motel accommodation is utilised, reimbursement shall be in accordance with the rates prescribed in Column A, Items (4) to (8) of Schedule 2.
 - (b) Where other than hotel or motel accommodation is utilised, reimbursement shall be in accordance with the rates prescribed in Column A, Items (9), (10) or (11) of Schedule 2.
- (3) When a trip necessitates an overnight stay away from headquarters and accommodation only is provided at no charge to the Employee, reimbursement shall be made in accordance with the rates prescribed in Column A, Items 1, 2 or 3 and Items 12, 13 or 14 of Schedule 2, subject to the Employee's certification that each meal claimed was actually purchased.
- (4) To calculate reimbursement under sub clauses (1) and (2) for a part of a day, the following formula shall apply -
 - (a) If departure from headquarters is:
 - before 8.00am - 100% of the daily rate.
 - 8.00am or later but prior to 1.00pm - 90% of the daily rate.
 - 1.00pm or later but prior to 6.00pm - 75% of the daily rate.

6.00pm or later - 50% of the daily rate.

(b) If arrival back at headquarters is:

8.00am or later but prior to 1.00pm - 10% of the daily rate.

1.00pm or later but prior to 6.00pm - 25% of the daily rate.

6.00pm or later but prior to 11.00pm - 50% of the daily rate.

11.00pm or later - 100% of the daily rate.

- (5) When an Employee travels to a place outside a radius of fifty (50) kilometres measured from the Employee's headquarters, and the trip does not involve an overnight stay away from headquarters, reimbursement for all meals claimed shall be at the rates set out in Column A, Items (12) or (13) of Schedule 2 of this Agreement, subject to the Employee's certification that each meal claimed was actually purchased. Provided that when an Employee departs from headquarters before 8.00am and does not arrive back at headquarters until after 11.00pm on the same day reimbursement shall be at the appropriate rate prescribed in Column A, Items (4) to (8) of Schedule 2 of this Agreement.
- (6) When it can be shown to the satisfaction of the Employer by the production of receipts that reimbursement in accordance with Schedule 2 does not cover an Employee's reasonable expenses for a whole trip the Employee shall be reimbursed the excess expenditure.
- (7) In addition to the rates contained in Schedule 2, an Employee shall be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of receipts.
- (8) If, on account of lack of suitable transport facilities, an Employee necessarily engages reasonable accommodation for the night prior to commencing travelling on early morning transport the Employee shall be reimbursed the actual cost of such accommodation.
- (9) Reimbursement of expenses shall 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 this Agreement, and the Employee continues to incur accommodation, meal and incidental expenses.
- (10) Reimbursement claims for travelling in excess of 14 days in one month shall not be passed for payment by a certifying officer unless the Employer has endorsed the account.
- (11) An Employee who is relieving at or temporarily transferred to any place within a radius of fifty (50) kilometres measured from the Employee's headquarters shall not be reimbursed the cost of midday meals purchased, but an Employee travelling on duty within that area which requires absence from the Employee's headquarters over the usual midday meal period shall be paid at the rate prescribed by Item 17 of Schedule 2 for each meal necessarily purchased, provided that:
- (a) such travelling is not a normal feature in the performance of the Employee's duties; and
 - (b) such travelling is not within the suburb in which the Employee resides; and
 - (c) total reimbursement under this sub clause for any pay period shall not exceed the amount prescribed by Item (18) of Schedule 2.

57. Miscellaneous Allowances and Subsidies

- (1) The following allowances and subsidies will not be payable to Employees covered by this Agreement:
 - (a) training wing allowance;
 - (b) country fire allowance; and
 - (c) telephone subsidy.
- (2) The annual payment to Employees for the reimbursement of the cost of holding current Western Australian "B" class driver's license has been annualized and incorporated into the rate of pay contained in the Agreement.
- (3) Employees will be eligible for an eyesight payment subsidy for lenses and frames in accordance with Government policy.

58. Movement of Allowances

- (1) Unless specified otherwise in this Agreement, the allowance rates included in the following clauses shall be varied in accordance with movements of the same allowance in the *Government Officers' Salaries Allowances and Conditions Award 1989* or its successor award:
 - (a) Clause 45 – Camping Allowance;
 - (b) Clause 46 – Country Relieving Allowance;
 - (c) Clause 47 – District Allowance;
 - (d) Clause 48 – Disturbance Allowance;
 - (e) Clause 49 – Flying Allowance;
 - (f) Clause 50 – Motor Vehicle Allowance;
 - (g) Clause 53 – Property Allowance;
 - (h) Clause 54 – Removal Allowance;
 - (i) Clause 55 – Transfer Allowance; and
 - (j) Clause 56 – Travelling Allowance.
- (2) The allowance rates included in the following clauses shall be varied in accordance with wage increases:
 - (a) Clause 51 – Other Duties Allowance; and
 - (b) Clause 52 – Project Advisory Team (PAT) Meeting Allowance.
- (3) Meal Allowances will be varied in accordance with movements to the Food Group Index of the Consumer Price Index for Perth as published for the preceding 12 months at the end of the March quarter by the Australian Bureau of Statistics.

PART V – OTHER CONDITIONS

59. Work Health and Safety Representatives Records

- (1) The Employer shall maintain a Work Health and Safety (WHS) Representative Register (Register).
- (2) The Register is to record the following information for each WHS representative in the Department:
 - (a) name;
 - (b) work branch/division
 - (c) work location;
 - (d) job title/occupation;
 - (e) date of election as an WHS representative; and
 - (f) training details on completion of relevant WHS training courses, including initial and refresher training dates.
- (3) The Employer shall provide a copy of the Register to the Union every six months.
- (4) The Register is to be submitted to Government Sector Labour Relations on 31 January each year, for the previous year.

60. Community Centred Emergency Management

- (1) The Department of Fire and Emergency Services Vision and Mission are:
 - (a) Vision – a safer community; and
 - (b) Mission – in partnership with the people of Western Australia to improve community safety practices and provide timely, quality and effective emergency services.
- (2) The Vision and Mission aim to meet the State Government's desired outcomes in meeting community needs and will be achieved through close involvement of the community.
- (3) To facilitate this approach, DFES has introduced a concept known as community centred emergency management. This is where communities are encouraged to take greater responsibility for their own safety, be more self-reliant and better prepared in case of emergencies.
- (4) The primary objective of community centred emergency management is to minimise the impact of emergencies on the community. It has four principle components:
 - (a) prevention – to provide a range of prevention services to increase community awareness of hazards and involvement in minimising their impact;
 - (b) preparedness – to provide and maintain appropriate and adequate infrastructure, equipment, skilled personnel, plans and programs in preparation for emergencies. To support the community in its own preparations for emergencies;
 - (c) response – to ensure rapid and comprehensive response to emergencies, to contain and minimise the impact of hazards and to perform rescues. To support the community in its own response to emergencies.

- (d) recovery – to assist the community, Employees and volunteers affected by major emergencies to recover effectively and efficiently.
- (5) This Agreement supports this philosophy and will require all parties to participate in the development and implementation of DFES strategies and initiatives to continually seek to improve processes and enhance service delivery to the community.

61. Community Safety Plans

- (1) In Western Australian Fire Service Certified Agreements and Enterprise Bargaining Agreements since 1998 there has been a strong focus on firefighters working closely with their community in order to understand the risks and implement prevention programs to minimise the likelihood of loss through fire and other emergencies. Accordingly, the parties are committed to maintaining the focus on the prevention of fire and other emergencies, as well as lessening their effects when they occur.
- (2) It is understood that this will continue to be done in a systematic way through the operation of Community Safety Plans implemented under sub clause 33.4.1 of the 2004 Agreement. Community Safety Plans will detail initiatives and strategies to be implemented in order to achieve objectives linked to the prevention and lessening of fire and other emergencies.
- (3) Each platoon will be responsible for the development and implementation of a Community Safety Plan in order to account for the different needs of their station areas. Community Safety Plans will specify Plan objectives, initiatives and the actions, responsibilities, and timeframes for the implementation of those initiatives.
- (4) In order to monitor the effectiveness of Community Safety activities undertaken, stations will be required to report on the achievement of outcomes in relation to Plan objectives.
- (5) The Employer will provide training to support the development and implementation of Community Safety Plans.
- (6) Community Safety Plans may include any combination of the following initiatives:
 - (a) promotion of general fire safety practices, including smoke alarm installation;
 - (b) promotion of fire and other safety hazards information to schools and community groups;
 - (c) collaboration with interest groups to establish and maintain bushland preservation policies to counter potential for and impact of fire and other hazards;
 - (d) continued involvement with local governments and interest groups to maintain and enhance fire and other hazards prevention strategies in urban bushland areas;
 - (e) active involvement with communities in high risk bushfire areas to promote and assist with implementation of sustainable fire prevention and defence strategies for residential and industrial areas and public facilities (e.g. schools, hospitals);

- (f) active involvement with intervention approaches, (meeting with juveniles and parents), aimed at reducing juvenile fire lighting;
 - (g) increased involvement with water supply aspects of local urban planning schemes and development;
 - (h) work with building owners to educate and consequently reduce the number of false alarm calls; and
 - (i) enhancement of the fire investigation process.
- (7) The examples specified at sub clause (6) are not exhaustive, as stations may identify additional issues under the broad headings relevant to their area.

62. Improved Function Response

- (1) It is imperative that DFES maintains a skilled and competent workforce that is flexible and adaptable to a changing environment. Training courses and exercises are important to build and maintain skills and competence.
- (2) During the life of the Agreement, the parties will continue the development and implementation commenced under the previous Agreement of a program of regular exercises for all response functions. The exercises will assist in ensuring highly competent team to respond to any incidents that occur.

63. Experience Record

- (1) Firefighters experience a range of duties and incidents during their career. It is important that records are kept of levels of experience and competence attained so that clear information can be provided to promotional selection panels.
- (2) During the life of the Agreement, the parties will continue the development and implementation commenced under the previous Agreement of an agreed Personal Development Log document for recording work experiences for the purposes of personal development and promotional opportunities.

64. Enabling Mechanism

- (1) To achieve the intent will require the respective posting of 31 FTE positions to the designated country fire stations and to a new fire station at Mandurah.
- (2) It is necessary to consider the crewing requirement from a service wide perspective that is cognisant of all existing emergency incident response crews. The application of an appropriate operational manning, commensurate with the identified local risks as described above, requires increased numbers of FTE positions at all of the cited locations.
- (3) The aim is to provide an appropriate response to various incidents. All responses will be formulated within Standing Operating Procedures that will establish sufficient, appropriate resources for response.
- (4) Currently at Perth Fire Station, aside from aerials and other specialist appliances, there are two responding firefighting pumps. These are known as Perth first and Perth second. They respond within the Perth City area, in the main. Perth second is utilised in a similar manner to other second pumps at outlying stations.

- (5) Both Perth first and second are crewed by a Station Officer and five firefighters. In accord with the minimum safety standard it is proposed that these two appliances be crewed with a Station Officer and three firefighters.
- (6) This equates to four FTE positions on four shifts making 16 positions available for re-allocation. Considering that one additional FTE is required for every four positions to complete annual leave, long service leave and sick leave this initiative will make available a total of 20 FTE positions, i.e. 16 firefighters and four relief firefighters totalling 20 FTE positions i.e. $16+4=20$.
- (7) At Perth Fire Station, on each of the four shifts, there is a firefighter position responsible for delivery of fire service equipment (utility driver) on a 24 hour a day basis. A second firefighter position is responsible for reception and security (box duties) at Perth Central. This position is currently used on occasion for both workers compensation and sick leave rehabilitation to allow for an early return to work.
- (8) On the restructuring of this position a rostered shiftwork alternative rehabilitation position will be identified.
- (9) Both of these functions can be completed in other ways that are more efficient particularly since some of the existing functions of these two positions are not required at all.
- (10) This initiative makes available two FTE positions per shift, multiplied by the four shifts sub-totals eight positions. When the leave component of two for eight is factored in this initiative makes available a total of ten FTE positions. i.e. $8+2=10$
- (11) The combination of the Perth first and second pump initiative and the two defined ancillary functions carried out Perth Central Fire Station identifies a total of 30 FTE positions. These positions will be reassigned. Note that 31 positions would be physically relocated to country stations and Mandurah.

65. Salary Packaging

- (1) An Employee may, by agreement with the Employer, enter into a salary packaging arrangement in accordance with the salary packaging arrangements offered by the Employer.
- (2) Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (TEC) (as defined) of an Employee, can be reduced by and substituted with another, or other benefits.
- (3) For the purpose of this clause, TEC is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of compulsory employer superannuation guarantee contributions.
 - (a) The TEC for the purposes of salary packaging is calculated by adding:
 - (i) the base salary;
 - (ii) other cash allowances, e.g. annual leave loading;
 - (iii) non cash benefits, e.g. superannuation, motor vehicles;
 - (iv) any Fringe Benefit Tax liabilities currently paid; and
 - (v) any variable components, e.g. performance based incentives.

- (4) Where the Employee enters into a salary packaging arrangement they will be required to enter into a separate written agreement with the Employer that sets out the terms and conditions of the arrangement.
- (5) The salary packaging arrangement must be cost neutral in relation to the total cost to the Employer.
- (6) The 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 to the Employee.
- (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 shall be borne by the Employee.
- (8) In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to the arrangements under this clause, the Employee may vary or cancel a salary packaging arrangement.
- (9) The cancellation of salary packaging will not cancel or otherwise affect the operation of this Agreement.
- (10) An Employer will not unreasonably withhold agreement to salary package on request from an Employee.
- (11) The dispute resolution procedure contained in this Agreement will be used to resolve any dispute arising from the operations of this clause.

66. Study Assistance

- (1) An Employee may be granted time off with pay for study purposes and fees assistance subject to the discretion of the Employer.
 - (a) Approval of time off and fees assistance will be subject to:
 - (i) the course being of benefit to the organisation;
 - (ii) the course being relevant to current needs;
 - (iii) the course being relevant to the position occupied by the Employee and/or the Employee's future in DFES;
 - (iv) the Employee making satisfactory progress with his/her studies; and
 - (v) the Employee demonstrating personal commitment to learning and studying by undertaking an acceptable formal study load in his/her own time and/or financial contribution.
- (2) Notwithstanding sub clause (1), the granting of study leave and fees assistance will be subject to operational requirements and at the discretion of the Employer.

67. Improved Administrative Practices

- (1) Purchasing Cards will be issued to Stations Officers in lieu of petty cash being held on station. Any extension to the use of Purchasing Cards will not be implemented without prior consultation with the Union. Where there is no agreement either party can refer the matter/s in dispute to the WAIRC for conciliation or arbitration.

68. District Officer Transfer and Rotation Program Policy

- (1) The parties agree to complete a review of the District Officer Transfer and Rotation Program and develop policy by 31 December 2024, to be included in DFES Transfer Policy. Where there is no agreement either party can refer the matter/s in dispute to the WAIRC for conciliation or arbitration.

69. Station Management

- (1) The parties embrace the introduction of a station management system. The automation and upgrading of processes that are currently being undertaken through a variety of means is essential. It will enable the collection of real time data and facilitate improved management of both time and resources leading to the achievement of greater efficiency by both management and Employees. Due to the size of the project this will be an ongoing process and implementation of the specific initiatives will be by agreement.

70. Firefighter Deployment

- (1) The parties commit to finalise a policy and/or guideline which outlines conditions for Employees while on a period of overseas deployment, to be completed by 30 June 2024 and included into the existing Deployment Conditions document.
- (2) The parties will undertake a review of the Deployment Conditions to determine its effectiveness and make adjustments as agreed, following conclusion of the 2024/25 high threat period.
- (3) Where there is no agreement either party can refer the matter/s in dispute to the WAIRC for conciliation or arbitration.

71. Annualised Wage Review

- (1) The parties to the Agreement agree to review the components of the annualised wage prior to commencing negotiations for a replacement to this Agreement.

72. Work Value Case

- (1) DFES has no objection to the Union making an application to amend the Award in order that it can pursue a work value case in accordance with the wage fixation principles on behalf of Station Officers.

73. Rental Assistance

- (1) The Employer will review and consider the ability of non-managerial Employees to apply for an extension of rental assistance beyond an initial twelve month period.

74. Rehabilitation of Injured Employees

- (1) The appropriate deployment of injured Employees into meaningful employment whilst undertaking rehabilitation program is critical in achieving positive rehabilitation outcomes.
- (2) To assist in the placement of injured operational staff to appropriate rehabilitation positions the parties agree that:
 - (a) one operational rostered shiftwork position per shift; and

(b) one non-operational rostered shiftwork position per shift;

identified by the Employer subject to the medical constraints of the injured Employee will be available.

- (3) Preference for the positions will go to Employees who were injured in the course of their employment with DFES.
- (4) If an injured Employee cannot be deployed in the operational rostered shiftwork position or non-operational rostered shiftwork position due to the nature of their injury or because it is being filled by another injured Employee, meaningful work will be provided on a non-rostered shiftwork arrangement.

75. Operational Efficiency Adjustments

- (1) The Operational Efficiency Adjustment (OEA) is to be paid to all firefighting classifications and Communications Systems Officers in recognition of improved efficiencies expected to flow from the introduction of the dispersed relieving program and other key provisions sought by DFES.
- (2) Specifically, the OEA payments will apply as follows:
- (a) 1.2% from 1 January 2009 will be payable in recognition of:
- (i) the new Dispersed Relieving System having come into effect;
 - (ii) staff movements to have commenced in December 2008; and
 - (iii) the reduction in the period of notice required to change shifts from 14 days to 8 days.
- (b) 1.0% from 1 January 2010 will be payable in recognition of:
- (i) completion of staff movements;
 - (ii) completion of SAMS training and implementation;
 - (iii) Employees will be using SAMS to effect transfers and for filling short term and long term absences;
 - (iv) cessation of cash payment of allowances on station;
 - (v) overtime claims completed on-line;
 - (vi) meal and traveling allowances claims will be completed on-line;
 - (vii) cessation of paper pay slips - pay slips will be provided electronically; and
 - (viii) record of work completed on-line.
- (3) This adjustment is for all purposes and forms part of the total rate of pay.
- (4) This adjustment has been included in the rates of pay detailed in Schedule 1 of this Agreement.

76. Advanced First Aid Allowance

- (1) The Advanced First Aid Allowance (AFAA) payable to firefighting classifications in the 2006 Agreement is included in the total rate of pay effective from the first pay period on or after the date of registration.
- (2) This allowance is an all-purpose allowance and forms part of the total rate of pay.
- (3) This allowance has been included in the rates of pay detailed in Schedule 1 of this Agreement.

77. Accident Pay and Medical Benefits

- (1) The parties agree to undertake a review of the *Fire Brigade Regulations 1943 (WA)* in relation to payment of accident pay and medical benefits, pursuant to the provisions of the *Workers' Compensation and Injury Management Act 1981 (WA)*.

78. Signatories

Signed for and on behalf of:

The Department of Fire and Emergency Services of Western Australia

Signed.....

Date.....30/11/23

Darren Klemm, AFSM – Commissioner

Signed for and on behalf of:

The United Professional Firefighters Union of Western Australia

Signed.....


Date.....30/11/23

Katherine O'Hara - Secretary

SCHEDULES

SCHEDULE 1 – Wage Rates

Firefighting Classifications

Classification	Existing rate of Pay	Effective on and from 9 June 2023	Effective on and from 9 June 2024
		Wage Increase \$60 or 3%	Wage Increase \$60 or 3%
Trainee	\$1,463.40	\$1,547.40	\$1,631.40
5 th Class Firefighter	\$1,588.70	\$1,672.70	\$1,756.70
4 th Class Firefighter	\$1,620.10	\$1,704.10	\$1,788.10
3 rd Class Firefighter	\$1,698.50	\$1,782.50	\$1,866.50
2 nd Class Firefighter	\$1,745.50	\$1,829.50	\$1,913.50
1 st Class Firefighter	\$1,902.20	\$1,986.20	\$2,070.20
Senior Firefighter	\$1,980.60	\$2,064.60	\$2,148.60
Leading Firefighter	\$2,058.90	\$2,142.90	\$2,226.90
Station Officer 1	\$2,215.70	\$2,299.70	\$2,383.70
Station Officer 2	\$2,294.00	\$2,378.00	\$2,462.00
Area Officer	\$2,490.70	\$2,574.70	\$2,658.70
District Officer	\$2,687.40	\$2,771.40	\$2,855.40
Superintendent	\$2,872.90	\$2,959.10	\$3,083.40
Chief Superintendent	\$3,069.90	\$3,162.00	\$3,294.90

Communications Systems Officers

Classification	Existing rate of Pay	Effective on and from 9 June 2023	Effective on and from 9 June 2024
		Wage Increase \$60 or 3%	Wage Increase \$60 or 3%
Level 1	\$1,546.60	\$1,630.60	\$1,714.60
Level 2	\$1,650.70	\$1,734.70	\$1,818.70
Level 3	\$1,744.50	\$1,828.50	\$1,912.50
Level 4	\$1,830.50	\$1,914.50	\$1,998.50

Building Fire Safety Officers (Built Environment Branch)

Classification	Existing Rate of Pay	Effective on and from 9 June 2023	Effective on and from 9 June 2024
		Wage Increase \$60 or 3%	Wage Increase \$60 or 3%
Probationary/Introductory	\$1,398.50	\$1,482.50	\$1,566.50
Level 1	\$1,555.20	\$1,639.20	\$1,723.20
Level 2	\$1,680.60	\$1,764.60	\$1,848.60
Level 3.1	\$1,837.30	\$1,921.30	\$2,005.30
Level 3.2	\$1,915.70	\$1,999.70	\$2,083.70
Level 4.1	\$2,215.70	\$2,299.70	\$2,396.30
Level 4.2	\$2,294.00	\$2,378.00	\$2,477.90
Level 5	\$2,490.70	\$2,574.70	\$2,682.90
Level 6	\$2,687.40	\$2,771.40	\$2,887.90
Level 7	\$2,872.90	\$2,959.10	\$3,083.40

Applied Training Assistants and Safety Training Officer

Classification	Existing Rate of Pay	Effective on and from 9 June 2023	Effective on and from 9 June 2024
		Wage Increase \$60 or 3%	Wage Increase \$60 or 3%
Grade 1	\$1,371.90	\$1,431.90	\$1,491.90
Grade 2	\$1,503.50	\$1,563.50	\$1,623.50
Grade 3	\$1,703.30	\$1,763.30	\$1,823.30
Grade 4	\$1,787.50	\$1,847.50	\$1,907.50
Grade 5	\$2,047.90	\$2,109.34	\$2,171.14
Safety Training Officer	\$2,047.90	\$2,109.34	\$2,171.14
40 Hour Arrangement			
Grade 1	\$1,249.80	\$1,333.80	\$1,417.80
Grade 2	\$1,369.20	\$1,453.20	\$1,537.20
Grade 3	\$1,550.40	\$1,634.40	\$1,718.40
Grade 4	\$1,626.80	\$1,710.80	\$1,794.80
Grade 5	\$1,863.00	\$1,947.00	\$2,031.00
Safety Training Officer	\$1,863.00	\$1,947.00	\$2,031.00

SCHEDULE 2 – Travelling, Transfer and Relieving Allowance

ITEM	PARTICULARS	<u>COLUMN A</u> DAILY RATE	<u>COLUMN B</u> Daily rate employees with dependents: Transfer allowance for period in excess of prescribed period	<u>COLUMN C</u>
ALLOWANCE TO MEET INCIDENTAL EXPENSES				
		\$		
(1)	WA - South of 26° South Latitude	14.55		
(2)	WA - North of 26° South Latitude	21.70		
(3)	Interstate	21.70		
ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL				
		\$	\$	\$
(4)	WA - Metropolitan Hotel or Motel	305.45	152.70	101.80
(5)	Locality South of 26° South Latitude	208.55	104.30	69.50
(6)	Locality North of 26° South Latitude			
	Broome	456.70	228.35	152.25
	Carnarvon	255.15	127.55	85.05
	Dampier	366.70	183.35	122.25
	Derby	342.20	171.10	114.05
	Exmouth	292.70	146.35	97.55
	Fitzroy Crossing	370.20	185.10	123.40
	Gascoyne Junction	291.70	145.85	97.25
	Halls Creek	247.20	123.60	82.40
	Karratha	445.70	222.85	148.55
	Kununurra	331.70	165.85	110.55
	Marble Bar	271.70	135.85	90.55
	Newman	338.95	169.50	113.00
	Nullagine	256.70	128.35	85.55
	Onslow	273.30	136.65	91.10
	Pannawonica	192.70	96.35	64.25
	Paraburdoo	259.70	129.85	86.55
	Port Hedland	367.15	183.55	122.40
	Roebourne	241.70	120.85	80.55
	Shark Bay	240.20	120.10	80.05
	Tom Price	320.20	160.10	106.75
	Turkey Creek	235.70	117.85	78.55
	Wickham	508.70	254.35	169.55
	Wyndham	254.70	127.35	84.90
(7)	Interstate - Capital City			
	Sydney	304.90	152.45	101.60
	Melbourne	288.55	144.30	96.15
	Other Capitals	270.10	135.05	89.95

(8)	Interstate - Other than Capital City	208.55	104.30	69.50
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ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A HOTEL OR MOTEL

(9)	WA - South of 26° South Latitude	93.65
(10)	WA - North of 26° South Latitude	128.25
(11)	Interstate	128.25

TRAVEL NOT INVOLVING AN OVERNIGHT STAY OR TRAVEL INVOLVING AN OVERNIGHT STAY WHERE ACCOMMODATION ONLY IS PROVIDED.

(12) WA - South of 26° South Latitude:

Breakfast	16.30
Lunch	16.30
Dinner	46.50

(13) WA - North of 26° South Latitude

Breakfast	21.20
Lunch	33.20
Dinner	52.20

(14) Interstate

Breakfast	21.20
Lunch	33.20
Dinner	52.20

DEDUCTION FOR NORMAL LIVING EXPENSES (Clause 55 – Transfer Allowance)

(15)	Each Adult	26.25
(16)	Each Child	4.50

MIDDAY MEAL (Clause 56 – Travelling Allowance)

(17)	Rate per meal	6.35
(18)	Maximum reimbursement per pay period	31.75

SCHEDULE 3 – District Allowance

- (1) At the date of registration of this Agreement, the District Allowance (Government Wages Employees) General Agreement 2010 provides District Allowance rates as follows:

Regional development zone, exception town or place	District Allowance weekly rate
Kimberley	\$142.54
- Broome	\$160.27
Pilbara	\$178.26
- Karratha/Dampier	\$181.13
Gascoyne	\$131.65
- Carnarvon	\$84.10
Mid-West	\$61.53
- Geraldton	\$23.75
Goldfields-Esperance	\$52.41
- Kalgoorlie/Boulder	\$45.12
- Esperance	\$45.99
- Warburton	\$91.86
Wheatbelt	Nil
- Outside Exclusion Zone	\$39.16
Great Southern	Nil
- Outside Exclusion Zone	\$39.16
- Jerramungup	\$39.16

- (2) At the date of registration of this Agreement, the District Allowance (Government Wages Employees) General Agreement 2010 provides that the boundaries of the various regions shall be the regions as set out in Schedule 1 of the *Regional Development Commissions Act 1993 (WA)* described hereunder and as delineated on the map in sub clause (4) of this Schedule.

(a) Gascoyne region

The local government districts of Carnarvon, Exmouth, Shark Bay and Upper Gascoyne.

(b) Goldfields Esperance region

The local government districts of Coolgardie, Dundas, Esperance, Kalgoorlie Boulder, Laverton, Leonora, Menzies, Ngaanyatjarraku and Ravensthorpe.

(c) Great Southern region

The local government districts of Albany (Town), Albany (Shire), Broomehill, Cranbrook, Denmark, Gnowangerup, Jerramungup, Katanning, Kent, Kojonup, Plantagenet, Tambellup and Woodanilling.

(d) Kimberley region

The local government districts of Broome, Derby West Kimberley, Halls Creek and Wyndham East Kimberley.

(e) Mid-West region

The local government districts of Carnamah, Chapman Valley, Coorow, Cue, Geraldton, Greenough, Irwin, Meekatharra, Mingenew, Morawa, Mt. Magnet,

Mullewa, Murchison, Northampton, Perenjori, Sandstone, Three Springs, Wiluna and Yalgoo.

(f) Peel region

The local government districts of Boddington, Mandurah, Murray, Serpentine Jarrahdale and Waroona.

(g) Pilbara region

The local government districts of Ashburton, East Pilbara, Port Hedland and Roebourne.

(h) South West region

The local government districts of Augusta Margaret River, Boyup Brook, Bridgetown Greenbushes, Bunbury, Busselton, Capel, Collie, Dardanup, Donnybrook Balingup, Harvey, Manjimup and Nannup.

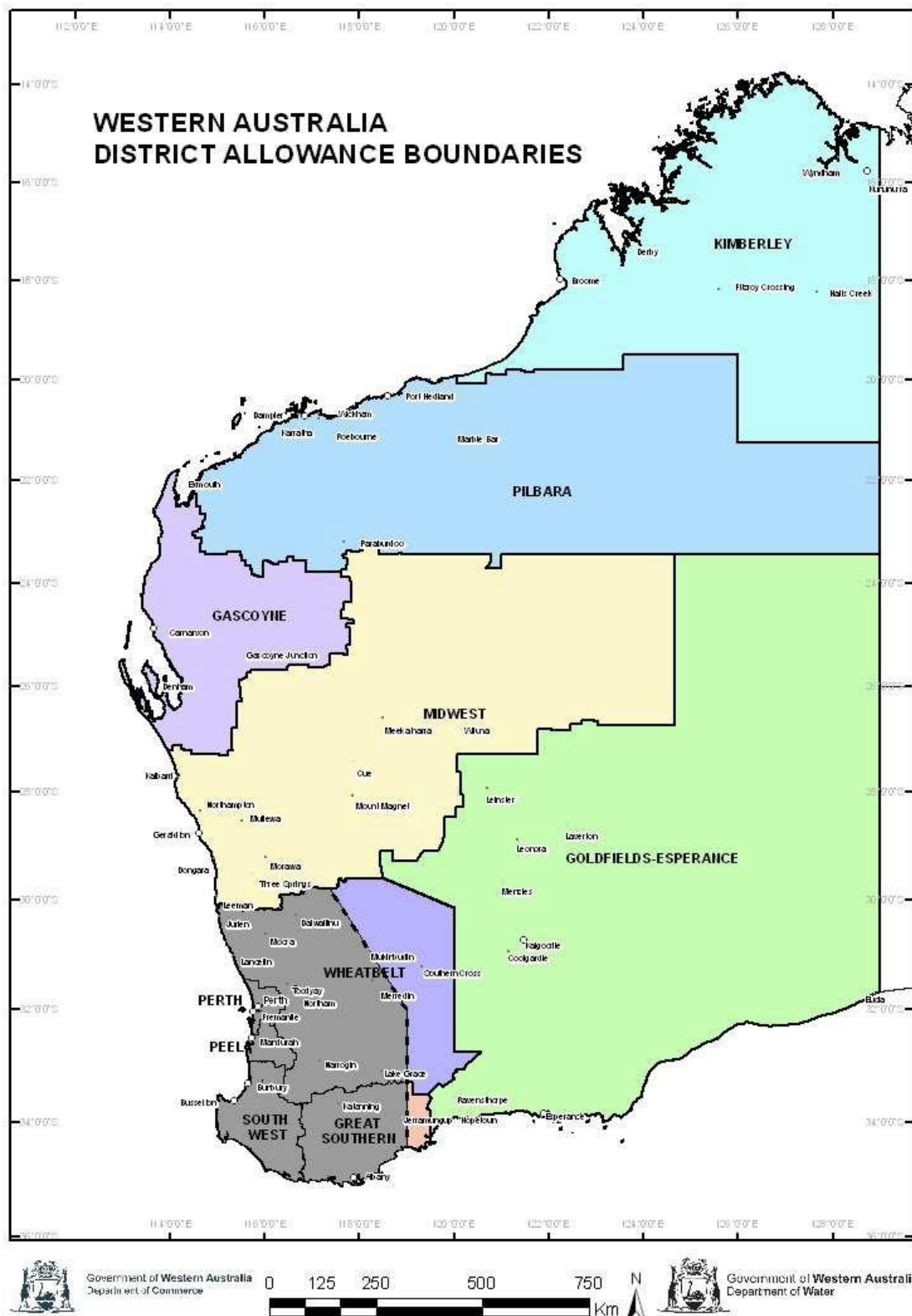
(i) Wheatbelt region

The local government districts of Beverley, Brookton, Bruce Rock, Chittering, Corrigin, Cuballing, Cunderdin, Dandaragan, Dalwallinu, Dowerin, Dumbleyung, Gingin, Goomalling, Kellerberrin, Kondinin, Koorda, Kulin, Lake Grace, Merredin, Moora, Mt. Marshall, Mukinbudin, Narembeen, Narrogin (Town), Narrogin (Shire), Northam (Town), Northam (Shire), Nungarin, Pingelly, Quairading, Tammin, Toodyay, Trayning, Victoria Plains, Wagin, Wandering, West Arthur, Westonia, Wickepin, Williams, Wongan Ballidu, Wyalkatchem, Yilgarn and York.

(3) At the date of registration of this Agreement, the District Allowance (Government Wages Employees) General Agreement 2010 provides that the exclusion zone shall be as described hereunder and as delineated on the map in sub clause (4) of this Schedule.

(a) The exclusion zone is the area within a line from the coast that follows the boundary between the Mid-West and Wheatbelt Regional Development Commission districts until the boundary reaches the western side of Lake Moore; thence a line to a point south east at the junction of lat 32 and long 119; thence south along long 119 to the coast.

(4) District Allowance map as at 1 July 2011



SCHEDULE 4 – Motor Vehicle and Motor Cycle Allowance Rates

Motor Vehicle

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

Motor Cycle

Rate – Cents per km 31.0

SCHEDULE 5 – Camping Allowance

South of 26° South Latitude

ITEM			RATE PER DAY \$
(1)	Permanent Camp	Cook provided by the Employer	40.60
(2)	Permanent Camp	No cook provided by the Employer	54.10
(3)	Other Camping	Cook provided by the Employer	67.65
(4)	Other Camping	No Cook provided by the Employer	81.15

North of 26° South Latitude

ITEM			RATE PER DAY \$
(1)	Permanent Camp	Cook provided by the Employer	58.55
(2)	Permanent Camp	No cook provided by the Employer	72.10
(3)	Other Camping	Cook provided by the Employer	85.60
(4)	Other Camping	No Cook provided by the Employer	99.15

SCHEDULE 6 – Working Arrangements – Non Rostered Shiftworkers

1.0 DEFINITIONS

Adjusted Day Off: For the purposes of this agreement an Adjusted Day Off (ADO) shall be a day off work and shall be taken to reduce excess hours, and shall be of eight hours duration.

Excess Hours: Hours that exceeds 160 in any four week period or 320 in any eight week period.

Planned Hours: Hours of work planned and agreed between the Employee and the supervisor.

Overtime Hours: Approved hours worked outside the planned hours.

2.0 320/8 ARRANGEMENTS FOR NON-ROSTERED SHIFTWORK

2.1 All Employees under this arrangement are required to work 320 hours over an 8 week cycle. These hours are paid at the Employee's ordinary weekly wage rate.

2.2 Work can take place at any time in a 24 hour day. The arrangements may require the Employee to work up to a maximum of four weekend days and 14 nights in an eight week cycle.

2.3 The 320 hours exclude travel time to and from the Employee's normal place of work (determined by DFES) and their normal residence.

2.4 There are no core or fixed hours under these arrangements, such as 0800-1700hrs Monday to Friday. This means that, subject to supervisor approval, planned hours can be allocated to any time of any day of the week, including public holidays. Except in the case of incidents, the Employee will not schedule more than 12 hours in any day. Work outside planned hours unless agreed between the supervisor and the Employee will be paid as overtime.

2.5 Where approved overtime is claimed, the time worked cannot be credited to hours worked in an 8 week cycle and must be recorded.

3.0 WORK PLANS AND RECORDING OF HOURS

3.1 Employees are required to submit an eight week work plan in advance to their supervisor for approval. This will detail the activities they intend to complete, planned hours of work and if necessary detail time off to eliminate excess hours for the period. All work plans will be filed for record and audit purposes. These plans will be reviewed after four weeks to assess if an adjustment needs to be made to balance the hours so that excessive planned hours are not carried forward.

3.2 If a non-rostered shiftwork period does not complete an 8 week cycle, a pro-rata basis can be used to calculate working hours and excess hours.

4.0 FATIGUE MANAGEMENT

4.1 Employees and supervisors need to ensure fatigue is managed by not working excessive hours. In the case of incidents Employees may work a maximum of 18 hours followed by an eight hour break. No more than 84 hours should be worked in a seven day period.

From time to time in emergency situations it may be necessary to work beyond 18 hours and, the Superintendent may approve work to 24 hours.

- 4.2 Where an Employee resumes work after having had an eight hour break, overtime will be paid from the time of return to work to the commencement of the Employees planned hours, the rate of payment will then revert to ordinary rates until such time as the Employee has concluded the planned shift.
- 4.3 If the Employee concludes work during a planned shift after an incident call out such Employee may need to take a break so as to manage fatigue and in such cases, be paid the remainder of the planned shift at ordinary rates.
- 4.4 Where an Employee resumes work, without having an eight hour break, overtime will be paid from the time of return until they are released from duty, even if time worked goes into planned working hours.
- 4.5 Where an Employee resumes work without having an eight hour break, Employees should not work for longer than eight hours after returning to duty.

5.0 EXCESS HOURS

- 5.1 The intent of this arrangement is for Employees and supervisors to plan work time and manage the number of hours worked. It is recognised that in some instances additional hours may need to be worked and the Employee and the supervisor may agree to work these hours at ordinary rates and take the time off at some agreed time in the 320/8 cycle.
- 5.2 After four weeks where an Employee has accumulated excess hours they must review their work schedule in consultation with their supervisor, to address the outstanding balance of hours. The Employee will have to produce the endorsed eight week work plan and diarised hours worked in addition to that detailed in the plan for discussion with their supervisor. Action taken to address the outstanding balance must be endorsed by the supervisor and filed for record and audit purposes.
- 5.3 Excess hours accumulated in a four week period can be carried over into the next four weeks of the cycle with approval of the supervisor. If after the eight week cycle the Employee still has excess hours then such hours will be carried forward to the next eight week cycle. In this event, the Employee and the supervisor will develop a plan of work to facilitate the reduction of the excess hours within the next four weeks. The hours carried forward will not be paid as overtime.

6.0 ADJUSTED DAYS OFF (ADO)

- 6.1 If an Employee has accumulated sufficient hours (eight) an ADO may be requested. In order to take an ADO (inclusive of public holidays) Employees need to obtain approval from their supervisor. This process will be undertaken when the four week work plan is submitted for discussion and approval.
- 6.2 An Employee who is on-call cannot have ADO, unless a swap is arranged with a colleague or the supervisor has given approval.
- 6.3 In the case where the supervisor has given approval for an ADO and the Employee is recalled to operational duty, overtime will be paid.
- 6.4 Adjusted Days Off are not to be used to reduce accumulated overtime hours.

7.0 NOT COMMENCING OR FINISHING WORK AT NORMAL PLACE OF WORK

- 7.1 For travel to be considered to form part of planned working hours, an Employee needs to commence work at a location other than their normal place of work. The component of time that exceeds their normal travel time can be credited to the 320/8 total.

8.0 OVERTIME

- 8.1 A recall to duty will be at the direction of the Communications Centre, Regional Operations Centre or the Employee's supervisor. Employees who attend incidents of their own volition will not be paid overtime.

SCHEDULE 7 – Annual Leave Travel Concession Map

