



# Summary of conditions of employment under the *Minimum Conditions of Employment Act 1993 (WA)*

Permanent, Full-time or Part-time

## This summary assumes the following:

- the employment is full-time or part-time
- the employment is **not** shift-work employment
- the employment is **not** casual employment
- the employment is covered by the Western Australian industrial relations system

We have prepared this document to help you understand your conditions of employment. It summarises important conditions of your employment that are covered by the *Minimum Conditions of Employment Act 1993* (WA) (MCE Act) and the *Fair Work Act 2009*.

This summary of the MCE Act is not legal advice and you should not rely on it as legal advice.

To learn more about your conditions of employment under the MCE Act, you can go to the WA Department of Energy, Mines, Industry Regulation and Safety website at: <https://www.commerce.wa.gov.au/labour-relations/western-australias-industrial-relations-system>

***Hours of work*** [*corporation to strike out the clause relating to full-time employees if the employee is engaged part-time, or the clause relating to part-time employees if the employee is engaged full time*]

If your contract states you are employed full-time, you are to work 38 hours per week.

*[See section 9A of the MCE Act.]*

In addition to ordinary hours, we may require you to work reasonable additional hours. That is, in any given week, we may require you to work 38 hours *plus* reasonable additional hours. You may refuse to work unreasonable additional hours.

*[See sections 9A and 9B of the MCE Act for factors to be taken into account in assessing reasonable additional hours.]*

If your contract states that you are employed part-time, you are to work less than 38 hours per week.

### ***Method of payment of pay***

You may authorise us to pay you by cheque, postal order or money order, or to pay you by payment into the bank account or financial institution account that you authorise us to pay into.

*[See section 17C of the MCE Act.]*

### ***Parental leave***

If you have been employed with us for 12 months or more, you are entitled to 12 months of unpaid parental leave to care for your own newborn child, or your spouse or your de facto partner's newborn child, or for a newly-adopted child who is under the age of five years.

If you intend to take parental leave you must provide us with at least 10 weeks' written notice of your intention to take the leave.

You may request a further period of up to 12 months parental leave. We may only refuse the request on reasonable business grounds.

If you intend to extend your parental leave you must provide us with a written request at least four weeks before the end of the initial 12 months of parental leave.

*[See sections 32 to 39 of the MCE Act.]*

### **Annual leave**

Full-time employees are entitled to a minimum of four weeks of paid annual leave for each year of service with us, pro rata for part-time employees.

Your annual leave accrues through the year on a pro rata basis each week, and your annual leave credits can be carried over from year to year.

You may take annual leave for a period agreed between us; however, you must also provide us with at least 2 weeks' notice of the period you intend to take annual leave.

If you ask us if you can take a period of annual leave, and you have sufficient annual leave credits, we cannot refuse your request provided you have given us two weeks' notice of your intention to take annual leave, and providing you are using annual leave credits accrued more than 12 months earlier.

*[See sections 23 to 25 of the MCE Act.]*

At the end of any year of service, you can make an agreement with us, in writing, to cash out up to half of the annual leave you accrued in that year.

*[See section 8 of the MCE Act.]*

### **Personal leave and bereavement leave**

Full-time employees are entitled to two weeks of paid personal leave for each year of service with us, pro rata for part-time employees.

Personal leave can be taken in part days. Personal leave accrues on a pro rata basis each week.

You can use your paid personal leave if you are unable to work due to:

- your own personal circumstances; or
- to provide care or support to a family member or member of your household, because of personal circumstances affecting them.

Personal circumstances means:

- illness or injury affecting you or a member of your family or household; and
- an unexpected emergency affecting a member of your family or household.

However, you are not entitled to paid personal leave if you are ill or injured because of your own serious and wilful misconduct at work, or gross and wilful neglect at work.

You must provide us with evidence that would satisfy a reasonable person that you are entitled to personal leave.

You are also entitled to two days of unpaid personal leave for each permissible occasion in which personal circumstances arise.

*[See sections 20 to 22A of the MCE Act.]*

For this purpose, a member of your family or household means any of the following:

- your spouse or de facto partner
- your child, step-child or grandchild (including an adult child, step-child or grandchild)
- your parent, step-parent or grandparent
- your sibling
- any other person who, at or immediately before the relevant time for assessing your eligibility for taking leave, lived with you as a member of your household.

*[See section 3 of the MCE Act.]*

You are entitled to two days of paid bereavement leave following the death of a member of your family or household.

The two days of leave do not have to be consecutive.

Bereavement leave cannot be taken during any other period of leave.

A member of your family or household has the same meaning as set out above.

We may require you to provide evidence of the death, and of the relationship between you and the person who has died, which would satisfy a reasonable person that you are entitled to bereavement leave.

*[See sections 27 and 28 of the MCE Act.]*

### ***Unpaid family and domestic violence leave***

You are entitled to take 5 days of unpaid family and domestic violence leave in a 12-month period. This will increase to 10 days of paid domestic and family violence leave on 9 September 2024.

Family and domestic violence leave is available if you are experience family and domestic violence and you need to do something to deal with its impact, and it is impracticable to do that thing outside of your work hours.

Unpaid family and domestic violence leave does not accumulate from year to year.

*[Note: see section 39A – 39C of the MCE Act.]*

### **Public holidays**

You are entitled to be absent from work on a day or part-day that is a public holiday in the place where your work is based, and to be paid for that day or that part-day.

*[See section 30 of the MCE Act.]*

### **Superannuation**

Superannuation legislation, including the *State Superannuation Act 2000*, *State Superannuation Regulations 2001*, *Parliamentary Superannuation Act 1970*, *Judges' Salaries and Pensions Act 1950*, *Fire and Emergency Services Superannuation Act 1985* and *Fire and Emergency Services (Superannuation Fund) Regulations 1986* and *Coal Industry Superannuation Act 1989* deal with the rights and obligations of employers and employees in relation to superannuation.

### **Notice of Termination of employment**

If we decide to terminate your employment, we will give you the amount of notice that is set out in the table below.

<i>Period of your employment with us</i>	<i>Notice</i>
Up to 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

If you are over 45 years old and you have been employed with us for at least two years, we will give you an additional week of notice.

However, you are not entitled to notice if your employment is terminated because you engaged in serious misconduct.

If you decide to resign at any time, including while you are on probation, you will give us the amount of notice set out in your employment contract.

However, your employment contract may require that we provide notice greater than the notice set out in the table above. In which case, the greater notice period will apply.

We may elect to pay you an amount in lieu of notice. This amount will be equal to the amount we would have paid you if you had worked with us until the end of your notice period.

[Note: see sections 117 and 759 of the Fair Work Act 2009 (Cth).]

## **Redundancy**

If your role is made redundant we will inform you and discuss the likely effects of the redundancy and any measures that may be taken to avoid or minimize its effects as soon as practicable.

If a decision has been made to make your role redundant you may take up to eight hours of paid leave to attend interviews for a new job. The eight hours do not need to be taken consecutively. You must provide us with evidence that would satisfy a reasonable person of your entitlement to this leave.

[See sections 40 to 43 of the MCE Act.]

## **Redundancy pay**

If you have been employed with us for more than a year and your employment is terminated because your role is redundant, and we employ 15 employees or more, generally speaking, you will be entitled to a severance payment according to the following table (some exceptions may apply).

<b>Period of continuous service</b>	<b>Severance pay</b>
<b><i>Less than 1 year</i></b>	<b><i>Nil</i></b>
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

[See clause 4.4 of the Western Australian Industrial Relations Commission, Termination, Change and Redundancy General Order.]

## **Notification of change**

If we make changes that are likely to have a significant effect on you we will inform you as soon as practicable. We will discuss with you the likely effects of these changes and the steps we may take to avoid or minimise their impact.

A change that is likely to have a significant effect is one where:

- there will be a major change in the composition, operation, size of, or skills required in our workforce
- job opportunities, promotion opportunities or job security will be reduced or lost
- there is a significant increase or decrease in your hours of work
- you will need to be retrained
- you will have to transfer to another job or work location
- your job is to be restructured.

*[See sections 40 and 41 of the MCE Act.]*