



**APPENDIX 2: PURCHASED LEAVE GUIDELINES**

**PURCHASED LEAVE – SUMMARY OF RELEVANT AWARD/AGREEMENT CLAUSES**

PSA = The Public Service General Agreement 2002;  
 GOSAC = The Government Officers Salaries, Allowances Conditions General Agreement 2002;  
 E&BS = The Engineering and Building Services Agreements 2002;  
 HSOA = The Hospital Salaried Officers Enterprise Agreements 2001;  
 AMA = The Medical Practitioners AMA Industrial Agreements 2002;  
 ALHMWU = The WA Government Health Services (Australian Liquor, Hospitality and Miscellaneous Workers Union) Agreement 2002.

√ = Clause contained within this Award/Agreement

	PSA	GOSAC	E&BS	HSOA	AMA	ALHMWU										
<b>PURCHASED LEAVE ARRANGEMENT</b>																
<ul style="list-style-type: none"> <li>The employer and an employee may agree to enter into an arrangement whereby the employee can purchase up to four weeks additional leave. The employee can agree to take a reduced salary spread over the 52 weeks of the year and receive the following amounts of additional leave:               <table border="0" style="margin-left: 20px;"> <tr> <td>Number of weeks salary spread over 52 weeks</td> <td>Number of weeks additional leave purchased</td> </tr> <tr> <td>48 weeks</td> <td>4 weeks</td> </tr> <tr> <td>49 weeks</td> <td>3 weeks</td> </tr> <tr> <td>50 weeks</td> <td>2 weeks</td> </tr> <tr> <td>51 weeks</td> <td>1 week</td> </tr> </table> </li> </ul>	Number of weeks salary spread over 52 weeks	Number of weeks additional leave purchased	48 weeks	4 weeks	49 weeks	3 weeks	50 weeks	2 weeks	51 weeks	1 week	√	√	√			
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<ul style="list-style-type: none"> <li>At the request of an employee/practitioner, an employer may agree to an arrangement (“the arrangement”) whereby the employee accrues either 1 (51/52), 2 (50/52), 3 (49/52) or 4 (48/52) weeks additional annual leave in lieu of salary of the equivalent value. Both the agreement to the arrangement and the time at which the additional leave is taken will be dependant on the operational requirements of the department where the employee/practitioner works at the particular time.</li> </ul>				√	√	√										
<b>TAKING PURCHASED LEAVE</b>																
<ul style="list-style-type: none"> <li>The additional purchased leave will not be able to be accrued. The employee is to be entitled to pay in lieu of the additional leave not taken. In the event that the employee is unable to take such leave, his/her salary will be adjusted on the last pay period in January to take account the fact that time worked during the year was not included in the salary.</li> </ul>	√	√	√													

Department of Health, Purchased Leave Guidelines Appendix 2

	PSA	GOSAC	E&BS	HSOA	AMA	ALHMWU
<b>PURCHASED LEAVE CONDITIONS</b>						
<ul style="list-style-type: none"> <li>Unless otherwise agreed between the employee/practitioner and the employer, an employee/practitioner who enters into an arrangement under this subclause does so in blocks of 12 months. Further, it will be assumed that, an employee/practitioner having entered into the arrangement, the arrangement will be continuing from year to year unless the employer is otherwise notified in writing by the employee/practitioner.</li> </ul>				√	√	√
<ul style="list-style-type: none"> <li>The portion of the employee's/practitioners salary to be forfeited shall be calculated as a fortnightly amount and their fortnightly salary shall be decreased by that amount for the duration of the arrangement.</li> <li>All annual leave taken during the course of the arrangement shall be paid at the reduced rate.</li> <li>The additional annual leave shall continue to accrue while the employee/practitioner is on leave during the course of the arrangement.</li> <li>The reduced salary shall be used for all purposes during the course of the arrangement.</li> <li>The additional leave shall not attract leave loading.</li> </ul>				√	√	√
<b>PART TIME EMPLOYEES</b>						
<ul style="list-style-type: none"> <li>In the event that a part time employee's ordinary working hours are varied during the year, the salary paid for such leave taken will be adjusted on the last pay in January to take into account any variations to the employee's ordinary working hours during the previous year.</li> </ul>	√	√	√			
<b>ACCESS TO THE PURCHASED LEAVE ARRANGEMENT</b>						
<ul style="list-style-type: none"> <li>Access to this entitlement will be subject to the employee having satisfied the Agency's accrued leave management policy.</li> </ul>	√	√	√			
<ul style="list-style-type: none"> <li>For the purposes of this subclause and without limiting the meaning of the term, "operational requirements" may include:               <ol style="list-style-type: none"> <li>The availability of suitable leave cover, if required;</li> <li>The cost implications;</li> <li>The impact on client/patient service requirements; and</li> <li>The impact on the work of other employees/practitioners.</li> </ol> </li> </ul>				√	√	√