



WA Health System Engineering and Building Services
Industrial Agreement 2025

Information Sheet: Application of Clause 54 - Mobility

This information sheet provides summary detail to support managers in applying Clause 54 - Mobility and related entitlements contained at Clauses 22 – Fares and Travelling Allowances and Clause 23 – Travelling Allowance of the WA Health System Engineering and Building Services Industrial Agreement 2025 (**Agreement**). This information sheet should be read in conjunction with the [Agreement](#) and any relevant Mandatory or HSP specific [policies](#). Managers should also contact their site-based Human Resources or Industrial Relations team should they require further advice or assistance on the application of specific provisions or entitlements.

Clause 54 – Mobility

The provisions of this clause seek to provide the deployment flexibilities required to maintain services across the WA health system. It is important appropriate consultation is conducted with an employee prior to being deployed or transferred, inclusive of reasonable notice, consideration of their needs/responsibilities and transparency around the terms of the deployment.

This clause interacts with the provisions of Clauses 22 and 23, with regard to reimbursement for travelling, fees and fares.

Provisions

- Subclause 54.3 confirms that where deployment opportunities arise, the Employer will first seek volunteers, except in exceptional circumstances.
 - For example, exceptional circumstances may include instances where the employee is unable to carry out their duties at their headquarters (such as where natural disaster is affecting safety). In this scenario, it would be appropriate to redeploy them to another site, without seeking a volunteer.
- Subclause 54.4 confirms the needs of both the employee and the Employer must be considered, and genuine regard must be given to:
 - the employee's family/carer responsibilities;
 - transport availability;
 - suitability of the position being deployed to with regard to skills, abilities and competencies;
 - the employee's classification;
 - relevant costs to the employee; and
 - maintenance of the employee's existing work arrangements, where operationally practicable.

- Subclause 54.5 details the employee's entitlements and the Employer's obligations during Short-term Deployments of up to one week.
- Subclause 54.6 details the employee's entitlements and the Employer's obligations during Temporary Deployments for periods greater than one week. Additional requirements apply where the employee resides at a location other than their normal residence.
- Subclause 54.7 confirms the Employer will use its best endeavours to provide no less than 24 hours' notice during instances of Short-term and Temporary Deployments.
- Subclause 54.8 details the employee's rights and the Employer's obligations when a Permanent Transfer occurs. An employee can be transferred to another location on a permanent basis provided that:
 - At least three months' notice is given;
 - In the case of a WACHS employee, an employee cannot be directed to transfer to a town which would require the employee to change their residence;
 - Transfer is at a comparable classification level; and
 - The employee is formally notified of the duties, which are to be commensurate with their substantive classification.
- Subclause 54.9 confirms the employee will be given the opportunity to discuss the terms of deployment including any impact to workload.

Clause 22 – Fares And Travelling Allowances

This clause confirms where payment or reimbursement is to be made when an employee is required to work in a location other than their headquarters and the travel time is in excess of their usual commute.

Where fares actually and reasonably incurred exceed the usual cost to the employee, the Employer is required to pay the difference in the fare to the employee as follows:

- Subclauses 22.1 and 22.2 detail the conditions required to be met in order for an employee to receive payment for additional travel and any fares incurred.
- Subclause 22.3 details reimbursement entitlements where the employee is temporarily required to reside away from their home.
- Subclause 22.4 details reimbursement entitlements for employees permanently engaged north of the 26th parallel of south latitude.

Clause 23 – Travelling Allowance

This clause confirms where reimbursement is to be made when an employee is required to travel on official business.

- Subclauses 23.1 to 23.4 detail reimbursement entitlements where an employee is required to stay overnight away from Headquarters.
- Subclause 23.5 details reimbursement entitlements and rates for meals where the employee travels to a place outside a 50 kilometre radius from the employee's Headquarters (not requiring an overnight stay).

- Subclauses 23.6 to 23.11 detail conditions for employees must meet in order to be reimbursed for various costs including incidentals, accommodation, etc.
- Subclause 23.12 details reimbursement entitlements and rates for meals where the employee provides relief or is temporarily transferred within a 50 kilometre radius of the employee's Headquarters (not requiring an overnight stay).

The below examples illustrate how the provisions interact

1. Short Term Deployment – No Overnight Stay

Josh lives in Mandurah and is employed as a Plumber at Rockingham General Hospital (**RGH**) under the Agreement. Mark is Josh's manager.

On Monday morning, Mark is advised that Fremantle Hospital requires a plumber to be temporarily deployed to assist with a scheduled major plumbing repair on Wednesday morning. It is expected the deployment will only be required for a day.

In trying to provide as much notice as possible (no less than 24h where practicable), Mark first seeks volunteers, as per the requirements of subclause 54.3 of the Agreement.

Mark manages three plumbers. One plumber said they were unable to volunteer as they needed to pick their child up from school. Another plumber felt uncomfortable being deployed elsewhere as they had only started working for WA Health a few days prior.

Giving consideration to the two plumbers' needs, Mark then asked Josh to attend the job at Fremantle Hospital, to which Josh agreed.

As a result of the deployment for that day, Josh travels an additional 40 minutes (32km) to Fremantle Hospital, and a further 40 minutes from Fremantle Hospital, meaning his additional travel time exceeding his usual commute between his home in Mandurah and RGH (i.e. Josh's headquarters), amounted to 80 minutes (64km) for that day.

Does Josh receive any entitlements?

In the above example, Josh's transfer is considered a 'short term deployment', as detailed in subclause 54.5(c) of the Agreement. Pursuant to subclause 22.1 of the Agreement, Josh is paid for the additional 80 minutes of travel time at the ordinary rate of pay as this time counts towards his ordinary working hours.

Pursuant to subclause 23.12 of the Agreement, Josh is also eligible to be paid at the rate prescribed in Column A, Item (9) of Schedule B - Travelling, Transfer and Relieving Allowance, for his midday meal during the deployment.

If Josh was required and authorised to use his own motor vehicle to travel to attend the short term redeployment site, then he would also be entitled to the motor vehicle allowance rates provided at Clause 24.

2. Short Term Deployment – Overnight Stay Required

James is employed as an Electrician at Kalgoorlie Health Campus (**KHC**) under the Agreement. James lives in Kalgoorlie, approximately 150 metres away from his headquarters. Greg is James' manager.

On Friday afternoon, James is advised that Esperance Health Campus (**EHC**) requires an additional Electrical nominee be temporarily transferred on Monday to assist with a maintenance project. It is expected the deployment will only be required for a few days.

The electrician on leave at EHC was a nominee, therefore they are seeking a nominee is transferred to ensure business as usual.

Noting James is one of two nominees at KHC, Greg explains the situation to both of them and asks if either would like to volunteer, as per the requirements of subclause 54.3 of the Agreement. James is happy to volunteer to be deployed.

On Monday, James travels an additional 4 hours and 20 minutes (392km) to EHC. James is required to stay in a hotel overnight on Monday, Tuesday and Wednesday before driving 4 hours and 10 minutes to return home on Thursday evening. James' total additional travel time was 8 hours and 30 minutes. James was responsible for organising his own meals during this time, but his accommodation was provided at no charge.

Does James receive any entitlements?

In the above example, James' deployed is considered a 'short-term deployment', as detailed in subclause 54.5 of the Agreement.

Pursuant to subclause 22.1 of the Agreement, James is paid for the additional 8 hours and 30 minutes of travel time at the ordinary rate of pay. The time spent travelling will also count towards his ordinary working hours for that week pursuant to subclause 54.5(c). Further, if James was required and authorised to use his own motor vehicle to travel to attend the short term redeployment site, then he would also be entitled to the motor vehicle allowance rates provided at Clause 24. As per subclause 23.7, James will also receive reimbursement for any parking costs incurred at the deployment site.

Pursuant to subclause 23.3 of the Agreement, James is reimbursed the cost of his incidentals and meals in accordance with Column A, Items (2) to (7) of Schedule B – Travelling, Transfer and Relieving Allowance.