

**STAFF EMPLOYED
UNDER THE
PARLIAMENT (JOINT SERVICES)
ACT 1985**

Enterprise Agreement

2002

1. TITLE

This Agreement is called the Staff Employed Under the Parliament (Joint Services) Act 1985 Enterprise Agreement 2002.

2. RELATIONSHIP OF AGREEMENT TO PARENT AWARDS AND AGREEMENT

This Agreement is to be read and interpreted wholly in conjunction with the following Awards and Agreements:

- Hotels, Clubs Etc Award.
- Agreement between the LHMWU and the Joint Parliamentary Service Committee of September 2002.
- Memorandum of Understanding.
- Agreement between the Public Service Association of South Australia and the Joint House Committee of 6th September 1980, relating to Building Attendants.

If there is any inconsistency between this Agreement and the above mentioned Awards and Agreements this Agreement shall take precedence to the extent of that inconsistency.

3. PARTIES BOUND

This Agreement is made in pursuance of Section 75 of the Industrial and Employee Relations Act 1994 this day of , 2002.

This Agreement is made between the Joint Parliamentary Service Committee ('the employer') and the employees employed under the Parliament (Joint Services) Act 1985 ('the employee's').

Following approval of this Agreement by the Industrial Relations Commission of South Australia, the Agreement will not be binding on the Joint Parliamentary Service Committee until such time that the Committee makes a resolution pursuant to the Parliament (Joint Services) Act 1985 to give effect to that approval.

4. PURPOSE

The purpose of this Agreement is to give effect to Enterprise Bargaining for employees employed under the Parliamentary (Joint Services) Act 1985.

5. AIMS AND OBJECTIVES

Whilst recognising the autonomy of the various Divisions of the Parliament, the aims and objectives of this Enterprise Agreement are to:

- Recognise that a number of initiatives have been, and will continue to be introduced to improve the efficiency and effectiveness of the Service,
- Consult in the development and implementation of reform and change programs,
- Ensure industrial harmony by adhering to the provisions of the agreed Grievance and Dispute Settling Procedures at Clause 16,

- Provide a basis for serious and genuine Enterprise Bargaining at the enterprise level,
- Provide for rewarding and meaningful work for all employees within an equitable, safe and healthy work environment,
- Provide wage increases consistent with Clause 11, "Wages and Salary Increase",
- Acknowledge the extension of operation of the Memorandum of Understanding (MOU) until 22 November 2003, and
- Acknowledge that this Enterprise Agreement supersedes the Enterprise Agreement which expired on 1 October, 2001.

6. CONSULTATION

The parties commit to the following consultative principles:

- Consultation involves the sharing of information and the exchange of views between employers and persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision making process.
- All parties should have an opportunity to put forward their points of view.
- Employers consult in good faith, not simply advise what will be done.
- It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
- Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or the services employees provide.

7. MEMORANDUM OF UNDERSTANDING

The parties acknowledge the Memorandum of Understanding (MOU) signed by the Government and Employee Associations and recommitment to that MOU to the following effect:

- The operation of that MOU will be extended up to and including 22 November, 2003, but only in relation to the persons, entities and associations are parties to the South Australian Government Wages Parity Enterprise Agreement 2001,

- There will be no forced redundancy for employees bound by this Enterprise Agreement for the period during which the MOU has been extended,
- The terms of the MOU do not form part of this Enterprise Agreement, and
- For the purposes of this Enterprise Agreement, a reference to the MOU is to be taken as a reference to the MOU varied in the manner provided in Attachment A to this Enterprise Agreement. The terms of Attachment A are agreed by the parties. Attachment A is included only for the purpose of information and does not form part of this Enterprise Agreement.

8. WORKLIFE FLEXIBILITY

Voluntary Flexible Working Arrangements

- 8.1 The parties acknowledge the mutual benefit to the employer and employee of Voluntary Flexible Working Arrangements to balance work and other (including family) commitments.
- 8.1.1 The relevant Chief Officer will consider an employee's request to participate in a Voluntary Flexible Working Arrangement (VFWA) having regard to both the operational needs of Parliament and the particular workplace and the employee's circumstances.
- 8.1.2 This clause applies for the period an employee participates in a VFWA.
- (a) Subject to this clause, the salary or wages payable to an employee, or applicable to a position, where the employee elects to participate in a VFWA, will be adjusted to take account of the VFWA in which the employee is participating, notwithstanding any other provision in this Enterprise Agreement or relevant Award or Agreements.
- (b) Where an employee is participating in a Purchase Leave type of VFWA, the rate of pay to be used for calculating overtime payments, leave loading or shift penalties will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.
- (c) Where an employee is participating in a Compressed Weeks type of VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Overtime will only be payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.
- (d) Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another public sector employer in the event the employee immediately becomes employed by that employer party), the payment thereof (or the transferred leave credits) shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.

Paid Maternity Leave And Paid Adoption Leave

- 8.2 An employee who applied for and was granted maternity leave or adoption leave commencing after the date of approval of this Enterprise Agreement will, in respect of the whole or part of leave occurring on or after the date of such approval, be entitled to the benefits provided by this clause as if this clause was in force at the time of taking such leave.
- 8.2.1 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, is entitled to four weeks paid maternity leave.
- 8.2.2 Subject to this clause, an employee, other than a casual employee, who has completed 12 months of continuous service before taking custody of an adopted child is entitled to up to four weeks paid adoption leave.
- 8.2.3 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
- (a) The total of paid and unpaid maternity/adoption/parental/special leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption;
- (b) An employee will be entitled to four weeks leave, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 8.2.4 Part-time employees will have the same entitlements as full time employees on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).
- 8.2.5 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.

Return to Work on a Part Time Basis

- 8.3 Subject to this clause, if agreed between the relevant Chief Officer and employee, an employee's return to work after maternity or adoption leave can be on a part time basis, at the employee's substantive level, until the child's second birthday.

- 8.3.1 The following conditions apply to an employee applying to a return on a part time basis:
- (a) The relevant Chief Officer will consider an employee's request having regard to both the operational need of Parliament and the particular workplace, and the employee's circumstances;
 - (b) The employee will provide such request at least 6 weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide to the relevant Chief Officer such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday;
 - (c) At least 6 weeks prior to the relevant child's second birthday, the employee will advise the relevant Chief Officer whether the employee will revert to employment on a full time basis or seek to continue to be employed on a part time basis.

Family Carer's Leave

- 8.4 Employees may access up to five days of their normal paid sick leave entitlement in any one year to provide support for a sick family member. The family member must be either a member of the employee's household or a near relative of the employee as defined in the State Equal Opportunity Act 1984.
- 8.4.1 This access is available if the following conditions are satisfied:
- (a) The employee must have responsibility for the care of the family member concerned; and
 - (b) The employee produces satisfactory evidence of sickness of the family member, if requested.
- 8.4.2 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

Reimbursement of Reasonable Child Care Costs

- 8.5 Where an employee, other than a casual employee, is given less than 24 hours prior notice that the employee is required to work outside of their ordinary hours of work, and consequently the employee utilises paid child care, the employer will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to this clause.
- 8.5.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 8.5.2 The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee.
- 8.5.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.

- 8.5.4 Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted. Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by the Commissioner for Public Employment.
- 8.5.5 The employee will provide the relevant Chief Officer with a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.
- 8.5.6 For the purposes of this clause, a reference to work is a reference to the work outside the employee's ordinary hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours prior notice is given.

Reimbursement of Reasonable Travel Costs

- 8.6 Where an employee, other than a casual employee, is required to work outside of their ordinary hours of work and the period of work starts or finishes outside of the ordinary timetabled operating hours of public transport, the employee will be entitled to reimbursement of reasonable home to work or work to home (as applicable) travel costs, subject to this clause.
- 8.6.1 The work, or the hour/s to be worked, is/are not part of a regular or systematic pattern of work or hour/s performed by the employee.
- 8.6.2 The employee ordinarily uses public transport.
- 8.6.3 Travel is by the most direct or appropriate route.
- 8.6.4 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the Commissioner for Public Employment.
- 8.6.5 The employee provides the relevant Chief Officer with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

9. TRAINING AND DEVELOPMENT

- 9.1 The parties are committed to, and acknowledge the mutual benefit to the employer and employee, of planned human resource development and the provision and participation in development opportunities (including accredited training).
- 9.2 The parties acknowledge that the relevant Chief Officer will have regard to the principles contained in the Guideline for Planned Human Resource Development and Guideline for Individual Performance Development issued by the Commissioner for Public Employment.

9.3 The parties:

- 9.3.1 acknowledge the potential development opportunities for employees who are able to undertake temporary positions at their substantive or higher remuneration level.
- 9.3.2 require the consideration of existing employees of the Parliament in filling temporary vacancies.

10. WORKPLACE FLEXIBILITY

- 10.1 The parties agree that a Chief Officer may negotiate and reach agreement at a workplace level with employees within that workplace (including a group or an individual employee), on more flexible employment arrangements that will better meet the operational needs of the workplace having regard to the needs of employees (including taking into account employees' family and other non-work responsibilities).
- 10.2 This clause applies to a proposal by a Chief Officer or employee/s within a workplace to negotiate and agree on flexible employment arrangements to operate within a workplace (a "Workplace Flexibility Proposal").
 - 10.2.1 Where a Chief Officer or employee/s intends to initiate a Workplace Flexibility Proposal, the initiator will notify the Chief Officer or employee/s (as applicable) within the workplace likely to be affected, of the terms of the proposal and the manner in which it is intended to operate. The Chief Officer will provide such information to such employee representative/s party to this Enterprise Agreement that the Chief Officer believes may represent employees within the applicable workplace and will consult with the employee representative/s and affected employee/s in accordance with the consultative principles in this Enterprise Agreement.
 - 10.2.2 Consultation in respect of a Workplace Flexibility Proposal will have regard to: operational efficiency and productivity; work and non-work impacts on individual affected employees; and whether the Proposal has policy implications across other Parliament House workplaces. Where such policy implications arise, the affected employee/s, (or relevant employee representative/s party to this Enterprise Agreement) or the Chief Officer, may refer the Proposal to the Management Advisory Committee (MAC) for consultation with those employee/s and with relevant employee representative/s party to this Enterprise Agreement (for the purposes of this clause the MAC is as defined under the Parliament (Joint Services) Act 1985).
 - 10.2.3 A Workplace Flexibility Proposal may not be put to a vote by affected employees where it proposes employment arrangements that are less favourable (considered as a whole) than arrangements applying pursuant to this Enterprise Agreement (including a relevant Award).

10.2.4 Where a majority of affected employees agree (whether by ballot or otherwise) to a Workplace Flexibility Proposal, the employment arrangements agreed will be provided in writing and will apply as if incorporated as an appendix to this Enterprise Agreement (a "Workplace Flexibility Agreement").

10.2.5 A party may apply to vary this Enterprise Agreement to add any Workplace Flexibility Agreement as a schedule to remove any uncertainty in the operation of this clause in giving effect to any Workplace Flexibility Agreement. The parties agree that any such application will be dealt with in accordance with the Variation clause in this Enterprise Agreement and will operate only in respect of the individual, group or workplace specified.

11. WAGES AND SALARY INCREASE

- 11.1 Except as provided by this clause, the wage rates and salaries payable to employees are those detailed in Appendix 1: Wages and Salaries which provides for wage rates and salaries which will operate on and from the dates specified (the "applicable date"), namely:
- 1 October, 2002; and
 - 1 October, 2003 respectively.
- 11.2. The wage or salary payable to an employee as at the applicable date shall not be reduced by reason of a wage or salary schedule in this Enterprise Agreement.
- 11.3 The parties acknowledge that the adult wage rates and salaries detailed in Appendix 1: Wages and Salaries include the following minimum wage/salary adjustment applicable to the classifications in that Appendix:
- 11.3.1 \$1221 per annum (\$23.40 per week) on and from 1 October 2002; and
 - 11.3.2 \$1268 per annum (\$24.30 per week) on and from 1 October 2003.
- 11.4 This sub-clause applies to "pegged employees".
- 11.4.1 A "pegged employee" is an employee who is in receipt of a wage rate which has been pegged at a rate above that which is generally payable in relation to the employee's classification or position.
 - 11.4.2 A pegged employee will not be entitled to any percentage or other increase in wage rate by reason of this Enterprise Agreement, unless the increase to the substantive rate of pay for an employee's classification, or position, brings that rate up to an amount higher than the pegged rate. In that event, the increase payable will be the difference between the new substantive rate and the pegged rate.
 - 11.4.3 Once the rate of pay for a pegged employee's classification equals or exceeds the employee's pegged rate, the employee will, for all purposes, be regarded as not being subject to a pegged rate of pay.

12. OCCUPATIONAL HEALTH SAFETY AND WELFARE

- 12.1 The parties are committed to, and acknowledge the mutual benefit to, and responsibility of, the employer and employees for maintaining a safe and healthy work environment in accordance with the principles of the Occupational Health, Safety and Welfare Act 1986 as expressed in the Occupational Health and Safety Policy adopted by the Joint Parliamentary Service Committee and Presiding Officers on 28 June 1995.
- 12.2 The parties will have regard to the Commissioner for Public Employment's guidelines in relation to the elimination of workplace harassment and bullying.
- 12.3 The employer will not require an employee to have an unreasonable workload in the ordinary discharge of the employee's duties, notwithstanding the sitting hours of both Houses of Parliament.

13. SALARY PACKAGING ARRANGEMENTS

- 13.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the employer and the employee which enables salary packaging arrangements to be put in place.
 - 13.1.1 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Enterprise Agreement will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement.
 - 13.1.2 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the employee not entered into a SSA.
 - 13.1.3 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another public sector employer in the event the employee immediately becomes employed by that employer party), the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

14. AGENDA

This Agreement recognises that Divisions of the Joint Parliamentary Service will continue to evolve as dynamic and customer responsive entities. Initiatives have been and will continue to be introduced to improve the efficiency and effectiveness of the Joint Parliamentary Service and to provide high quality services for all users/customers.

15. REVIEW ITEMS

The parties to this Agreement, agree that the Single Bargaining Centre will consider and on agreement, where applicable, implement the outcomes of the review of various items contained in the South Australian Government Wages Parity Agreement 2001.

16. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

Any grievance, industrial dispute, or matter likely to create a dispute arising from this Agreement should be dealt with in the following manner:

- 16.1 The employee (with appropriate employee association or other representative if desired) should discuss any dispute affecting that employee with his/her supervisor.
- 16.2 If the matter is not resolved in accordance with 16.1 (where relevant the appropriate employee association shall be formally advised of the matter in issue) a conference on the matter will be arranged to be attended by the employee concerned and the employee association or an employee representative and the Secretary of the Joint Parliamentary Service Committee or other Chief Officer and a representative of the Commissioner for Public Employment or such other representative as the Secretary may decide.
- 16.3 The consultation process as prescribed in 16.2 shall commence within 24 hours of the dispute or likely dispute having been notified or such other period as may be agreed by the parties.
- 16.4 At any stage in the procedure, after consultation between the parties has taken place in accordance with the procedures, either party may request and be entitled to receive a response to its representatives within a reasonable time as may be agreed upon by the parties.
- 16.5 If the dispute or likely dispute is not resolved or there is undue delay on the part of the any party in responding to the matter, either party may refer the matter to the Industrial Relations Commission of South Australia. Such referral is subject to the provisions of the Parliament (Joint Services) Act 1985.
- 16.6 Without prejudice to either party, and except where a bona fide health and safety issue is involved, work is to continue while the matters in dispute are being dealt with in accordance with these procedures. "Work" means the work situation in place at the time the matter was first raised in accordance with these procedures.
- 16.7 In the event of a party failing to observe these procedures the other party may take such steps as determined necessary to resolve the matter.
- 16.8 These procedures will not restrict the employer or its representatives or a duly authorised official of an employee association making representations to each other.

17. NO EXTRA CLAIMS

- 17.1 The rates of pay provided for in this Enterprise Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Agreement, arising out of State Wage Case decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 17.2 Subject to this clause, the employees and associations undertake that for the term of this Enterprise Agreement, they will not pursue any further or other claims within the parameters of this Enterprise Agreement, except where consistent with State Wage Case principles.
- 17.3 The above provisions do not preclude the reviews identified at Clause 15.

18. VARIATIONS

- 18.1 Where a party believes that a variation is required by reason of ambiguity or uncertainty, that party will give notice of the basis for its belief to the other party. Parties receiving such notice will respond as soon as practicable and preferably within 28 days of receipt.
- 18.2 The parties recognise that the Act permits the Commission to vary an Enterprise Agreement.
- 18.3 The parties recognise that amendments to this agreement can be developed to facilitate:
 - 18.3.1 The implementation of a Workplace Flexibility Agreement;
 - 18.3.2 An agreed matter arising from a review pursuant to the Review Items clause;
 - 18.3.3 Any other agreed changes.
- 18.4 For the purposes of facilitating variations in respect of particular workplaces which have been agreed by employees (or their representatives) within the particular workplace to give effect to a Workplace Flexibility Agreement; or to give effect to an agreed matter, the parties undertake and agree that where a proposed variation:
 - 18.4.1 Is to give effect to a Workplace Flexibility Agreement, the variation will be taken to have been agreed by the parties if a majority of affected employees agree to the variation; or
 - 18.4.2 Is to give effect to an agreed matter the variation will be taken to have been agreed by the parties if the applicable employer and relevant employee representative/s party/ies to this Agreement agree to the variation.

19. LIFE OF THE AGREEMENT

The term of this Agreement shall be two years commencing on 13 November, 2002.

20. RENEGOTIATION OF THE ENTERPRISE AGREEMENT

The parties to this Agreement agree that six months before the end of the Agreement they will seek to renegotiate a further agreement or a variation to this Agreement.

21. NOT TO BE USED AS A PRECEDENT

This Agreement will not be used as a precedent in any manner whatsoever to obtain similar arrangements or benefits in the South Australian Public sector.

22. SIGNATORIES TO THE AGREEMENT

..... /...../.....
Chairperson, Joint Parliamentary Service Committee

..... /...../.....
Secretary, Joint Parliamentary Service Committee

..... /...../.....
for the Public Service Association of SA Inc
Secretary Ms Jan McMahon

..... /...../.....
for Australian Liquor Hospitality and Miscellaneous Workers
Union – SA Branch Branch Secretary Mr Mark Butler

..... /...../.....
NAME SIGNATURE
(SBC REPRESENTATIVE)

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NAME SIGNATURE
(SBC REPRESENTATIVE)

**APPENDIX 1: WAGES AND SALARIES - JOINT PARLIAMENTARY SERVICE
COMMITTEE**

SCHEDULE 1: Administrative Services Officers

CLASSIFICATION	CURRENT SALARY (PA)	1 OCTOBER 2002 (PA)	1 OCTOBER 2003 (PA)
ASO1			
17 years & under	\$16,202	\$16,959	\$17,746
18 years	\$18,816	\$19,695	\$20,608
19 years	\$21,429	\$22,430	\$23,470
20 years	\$24,042	\$25,166	\$26,332
1st year adult	\$26,133	\$27,354	\$28,622
2nd year adult	\$26,860	\$28,081	\$29,349
3rd year adult	\$27,656	\$28,877	\$30,145
4th year adult	\$28,383	\$29,604	\$30,872
5th year adult	\$29,111	\$30,332	\$31,600
6th year adult	\$29,903	\$31,124	\$32,392
ASO2	\$31,843	\$33,117	\$34,442
	\$33,156	\$34,482	\$35,861
	\$34,466	\$35,845	\$37,279
ASO3	\$37,086	\$38,569	\$40,112
	\$38,397	\$39,933	\$41,530
	\$39,708	\$41,296	\$42,948
ASO4	\$42,589	\$44,293	\$46,065
	\$43,572	\$45,315	\$47,128
	\$44,556	\$46,338	\$48,192
ASO5	\$47,497	\$49,397	\$51,373
	\$49,314	\$51,287	\$53,338
	\$51,261	\$53,311	\$55,443
	\$53,206	\$55,334	\$57,547
ASO6	\$55,023	\$57,224	\$59,513
	\$56,711	\$58,979	\$61,338
	\$58,398	\$60,734	\$63,163
ASO7	\$61,033	\$63,474	\$66,013
	\$62,811	\$65,323	\$67,936
	\$64,498	\$67,078	\$69,761
	\$66,249	\$68,899	\$71,655

1. **Casual Employees**

- 1.1 Where an employee is engaged as a casual employee and classified in the ASO classifications in this Schedule of Appendix 1, that employee will be paid a loading of 20% in addition to the hourly rate payable for the relevant classification. This loading is in lieu of any entitlement to paid sick leave and annual leave.
- 1.2. If the engagement of such a casual employee is determined by the Leader of Hansard as a Full Day then that employee will be paid for such an engagement at 7.5 hours of the appropriate hourly rate payable for the relevant classification plus 20% loading. This loading is in lieu of any entitlement to paid sick leave and annual leave.
- 1.3 If the engagement of such a casual employee is determined by the Leader of Hansard as a Half Day then that employee will be paid for such an engagement at 5 hours of the appropriate hourly rate payable for the relevant classification plus 20% loading. This loading is in lieu of any entitlement to paid sick leave and annual leave.

SCHEDULE 2: Operational Services Officers

CLASSIFICATION	CURRENT SALARY (PA)	1 OCTOBER 2002 (PA)	1 OCTOBER 2003 (PA)
OPS1			
17 years & under	\$15,833	\$16,590	\$17,376
18 years	\$18,387	\$19,266	\$20,179
19 years	\$20,940	\$21,942	\$22,981
20 years	\$23,494	\$24,617	\$25,784
1st year adult	\$25,537	\$26,758	\$28,026
2nd year adult	\$26,860	\$28,081	\$29,349
3rd year adult	\$27,656	\$28,877	\$30,145
4th year adult	\$28,383	\$29,604	\$30,872
5th year adult	\$29,111	\$30,332	\$31,600
6th year adult	\$29,903	\$31,124	\$32,392
OPS2	\$31,843	\$33,117	\$34,442
	\$33,156	\$34,482	\$35,861
	\$34,466	\$35,845	\$37,279
OPS3	\$37,086	\$38,569	\$40,112
	\$38,397	\$39,933	\$41,530
	\$39,708	\$41,296	\$42,948

SCHEDULE 3: Manager Administrative Services (MAS)

CLASSIFICATION	CURRENT SALARY (PA)	1 OCTOBER 2002 (PA)	1 OCTOBER 2003 (PA)
Level 1	\$59,697	\$62,085	\$64,568
Level 2	\$67,547	\$70,249	\$73,059
Level 3	\$72,804	\$75,716	\$78,745

SCHEDULE 4: Hansard Employees Not Covered by Schedules 1 and 3

POSITION	CURRENT RATE (PER HOUR)	1 OCTOBER 2002 (PER HOUR)	1 OCTOBER 2003 (PER HOUR)
Casual Console Operator			
Normal Rate	\$16.80	\$17.55	\$18.33
Shift Rate	\$18.90	\$19.74	\$20.62
Time + 50%	\$23.80	\$24.86	\$25.96
Time + 100%	\$30.80	\$32.17	\$33.60

POSITION	CURRENT RATE (PA)	1 OCTOBER 2002 (PA)	1 OCTOBER 2003 (PA)
Assistant Leader	\$71,505	\$74,365	\$77,340
Leader of Hansard	\$85,874	\$89,413	\$92,989

SCHEDULE 5: Building Services Employees Not Covered by Schedules 1, 2 and 3

POSITION	CURRENT RATE (PA)	1 OCTOBER 2002 (PA)	1 OCTOBER 2003 (PA)
Building Services Manager	\$61,000	\$63,440	\$65,978

SCHEDULE 6: Catering Division Employees

POSITION	CURRENT RATE (PER WEEK)	1 OCTOBER 2002 (PER WEEK)	1 OCTOBER 2003 (PER WEEK)
Kitchen Attendant			
Level 1 - 1st year	\$507.75	\$531.15	\$555.45
Level 1 - 2nd year	\$520.35	\$543.75	\$568.05
Level 2 - 1st year			
Level 2 - 1st year	\$540.00	\$563.40	\$587.70
Level 2 - 2nd year	\$552.65	\$576.05	\$600.35
Level 3 - 1st year			
Level 3 - 1st year	\$563.70	\$587.10	\$611.40
Level 3 - 2nd year	\$576.40	\$599.80	\$624.10
Food & Beverage Attendant			
Level 2 - 1st year	\$540.00	\$563.40	\$587.70
Level 2 - after 1 year	\$552.65	\$576.05	\$600.35
Level 3 - 1st year			
Level 3 - 1st year	\$563.70	\$587.10	\$611.40
Level 3 - after 1 year	\$576.40	\$599.80	\$624.10
Level 4 - 1st year			
Level 4 - 1st year	\$598.80	\$622.75	\$647.65
Level 4 - after 1 year	\$611.40	\$635.85	\$661.30
Blue Room Supervisor			
1st year	\$584.20	\$607.55	\$631.85
After 1 year	\$596.90	\$620.80	\$645.60
Cellar Person			
Cellar Person	\$611.40	\$635.85	\$661.30
Cook			
Level 4 - 1st year	\$598.80	\$622.75	\$647.65
Level 4 - after 1 year	\$611.40	\$635.85	\$661.30
Level 5 - 1st year			
Level 5 - 1st year	\$652.15	\$678.25	\$705.40
Level 5 - after 1 year	\$664.70	\$691.30	\$718.95
Level 6 - 1st year			
Level 6 - 1st year	\$715.75	\$744.40	\$774.15
Level 6 - after 1 year	\$769.15	\$799.90	\$831.90

Casual Rates

The following casual rates of pay have been included in this Schedule as a reference only and have been calculated in accordance with the Agreement between the LHMWU and the Joint Parliamentary Service Committee of September 2002.

POSITION	CURRENT RATE (PER HOUR)	1 OCTOBER 2002 (PER HOUR)	1 OCTOBER 2003 (PER HOUR)
Cook			
Level 6	\$24.72	\$29.78	\$30.97
Level 5	\$23.70	\$27.13	\$28.22
Level 4	\$21.65	\$24.91	\$25.91
Kitchen Attendant			
Level 3	\$20.29	\$23.48	\$24.46
Level 2	\$19.37	\$22.54	\$23.51
Level 1	\$18.14	\$21.25	\$22.22
Food and Beverage Attendant			
Level 4	\$21.65	\$24.91	\$25.91
Level 3	\$20.29	\$23.48	\$24.46
Level 2	\$19.37	\$22.54	\$23.51

ATTACHMENT A

This attachment is included only for the purpose of information.

“Attachment C – Changes to Redeployment Practice”
of the MOU is varied as follows with effect from 30 September, 2002

The following changes to redeployment practice presently prescribed in Public Sector Management Act Direction No. 6 (made on 01/01/97) have been agreed between the parties to take effect from 30 September, 2002. The changes will apply to employees who are excess on or after 30 September, 2002.

The following extract is taken from the Public Sector Management Act Direction Number 6 as issued by the Commissioner for Public Employment.

- 6.1(e) Pending assignment/transfer/placement in an ongoing position, an excess employee will be provided with and will undertake temporary work. During the period the employee is undertaking such temporary work, the employing agency will identify, in consultation with the employee, opportunities for training, re-training or other relevant development in order to expand the employee's options for redeployment. The employee will co-operatively and actively participate in any such identified training, retraining or other relevant development opportunities.
- 6.1(f) If after a period of 6 months as an excess employee no suitable ongoing position has been offered or accepted, the excess employee may be directed to a position/work (not necessarily within the employee's substantive agency) that is within the excess employee's skills or abilities, with training if required. A position or package of work will be deemed suitable even if it involves variation to any, or all of, starting and finishing times, distance from home (provided every effort is made so as not to involve relocation of the employee's household and due consideration is given to the employee's personal circumstances), or rate of pay (provided that this clause will not affect the Income Maintenance clause in Direction No. 6). An employee who has been an excess employee for at least 6 months will be subject to this clause. If an employee believes the direction to be unreasonable, the employee may require the Commissioner for Public Employment (or delegate) to mediate between the employee (including a representative of an employee association, if applicable) and the agency in order to resolve the issue.
- 6.1(g) An excess employee will:
- (i) with the assistance and support of the employing agency, prepare, maintain and provide in a timely manner an up to date resume to the agency's redeployment case manager or other designated person;
 - (ii) attend interviews as requested and participate in them in a positive and constructive manner;
 - (iii) actively co-operate in an agency's efforts to effect redeployment to an ongoing position (including redeployment to a position on a trial basis);
 - (iv) comply with any reasonable request/direction from the agency's redeployment case manager or other designated person (however designated); and
 - (v) comply with all attendance requirements.