

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

<b>Agreement title</b>	Staff Employed Under the Parliament (Joint Services) Act 1985 Enterprise Agreement 2021
<b>Employer</b>	Joint Parliamentary Service Committee, Anna Graves, Karen Steindorf, Caroline Henderson, Public Service Association of South Australia Inc, United Workers' Union
<b>Case number</b>	ET-21-06103

## Orders - Approval of Enterprise Agreement Staff Employed Under the Parliament (Joint Services) Act 1985 Enterprise Agreement 2021

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 23 December 2021 and have a nominal life extending until 31 March 2024.

A handwritten signature in blue ink, appearing to read 'A. Cairney', is written over a light blue circular watermark.

**Commissioner Cairney**

**23 Dec 2021**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS



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

**Enterprise Agreement**

**2021**

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## 1. TITLE

This Agreement is called the Staff Employed Under the Parliament (Joint Services) Act 1985 Enterprise Agreement 2021.

## 2. RELATIONSHIP OF AGREEMENT TO PARENT AWARDS AND AGREEMENTS

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

I. In relation to staff employed under the Joint Services Division/ Building Attendants:

- Schedule 1 Building Attendants/ Public Service Association Agreement between the PSA and the Joint Parliamentary Service Committee.

II. In relation to staff employed under the Catering Division:

- Hotels - Adelaide Entertainments Corporation and Staff Employed Under the Parliament (Joint Services) Act 1985 - Award.
- Schedule 2 Agreement between the United Workers Union and the Joint Parliamentary Service Committee.

2.2 The terms and conditions prescribed in the Award as at the date this Agreement is approved by the South Australian Employment Tribunal ("SAET") and comes into effect, shall continue to have full force and effect for the life of this Agreement as if incorporated into this Agreement, provided that a clause of the Agreement prevails to the extent of any inconsistency with an incorporated provision of the Award.

2.3 If during the life of this Agreement the Award is varied on application by, or with the consent of, the Employer and Union/s, such variation will have effect so that the Award as varied will operate as per clause 2.2 of this Agreement.

## 3. PARTIES BOUND AND TERM OF AGREEMENT

3.1 This Agreement is made pursuant to Section 75 of the *Fair Work Act 1994* this day of

, 2021. This Agreement is made between the Joint Parliamentary Service Committee (the employer) and the employees employed under the *Parliament (Joint Services) Act 1985* (the employees).

3.2 Following approval of this Agreement by the South Australian Employment Tribunal the SAET), the Agreement will not be binding on the Joint Parliamentary Service Committee until such time as the Committee makes a resolution pursuant to the *Parliament (Joint Services) Act 1985* to give effect to that approval. Therefore, the term of this Agreement will be from the date the Joint Parliamentary Service Committee makes such resolution and will remain in force until 31 March 2024 or until rescinded or superseded.

## 4. PURPOSE

The purpose of this Agreement is to give effect to enterprise bargaining for employees employed under the *Parliament (Joint Services) Act 1985*.

## 5. AIMS AND OBJECTIVES

5.1 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 Avoidance Procedures at Clause 19;
- 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 15, "Salary and Wage Adjustments";

- 5.2 The parties are committed to existing conditions of employment applying to a party not being reduced, subject to the terms of this Enterprise Agreement and any applicable Flexible Working Agreements. This commitment does not prevent the operation of other commitments in this clause, but not to the effect that (considered as a whole) would result in a diminution of conditions existing as at the date of approval by the SAET.

## **6. CONSULTATIVE PROCESSES**

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. This includes consultation with the applicable union whose members are affected;
- All parties should have an opportunity to put forward their points of view;
- The employer to 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, including any restructure/reorganisation (however described) that will affect 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. REDEPLOYMENT, RETRAINING AND REDUNDANCY**

- 7.1 Subject to this clause and conditional on approval of this Enterprise Agreement, the parties acknowledge that this agreement is made and entered into on the basis that a new Redeployment, Retraining and Redundancy scheme as detailed in Appendix 2 will be implemented to apply to the Joint Parliamentary Services Committee (the employer) and employees covered by this Enterprise Agreement.
- 7.2 The parties to this Enterprise Agreement agree that a Determination issued by the Commissioner for Public Sector Employment in relation to Redeployment Retraining and Redundancy will apply as policy to the employees covered by this Enterprise Agreement.

## **8 WORKLIFE FLEXIBILITY**

### **8.1 Voluntary Flexible Working Arrangements**

The parties acknowledge the mutual benefit to the employer and employee of Voluntary Flexible Working Arrangements (VFWA), to balance work and other (including family) commitments.

- 8.1.1 The Employer will promote and improve the awareness of VFWAs during the life of this Enterprise Agreement.
- 8.1.2 The Employer will consider an employee's request to participate in a VFWA, including part-time employment, having regard to both the operational needs of Parliament and the employee's circumstances.
- 8.1.3 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 Purchased 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.

## 8.2 Parental Leave

### Definitions

In this clause, unless the contrary intention appears:

**Adoption** includes the placement of a child with a person in anticipation of, or for the purposes of, adoption.

**Adoption leave** means adoption leave provided under 8.2.3.1 and 8.2.3.2.

**Child** means a child of the employee or the employee's spouse under the age of one year; or means a **child** under the age of 16 years who is placed with an employee for the purposes of **adoption**, other than a **child** or **step-child** of the employee, or of the spouse of the employee, who has previously lived with the employee for a continuous period of at least six months.

**Eligible casual employee** means a casual employee employed by an employer during a period of at least 12 months, either:

on a regular and systematic basis for several periods of employment; or

on a regular and systematic basis for an ongoing period of employment,

and who has, but for the pregnancy or the decision to **adopt**, a reasonable expectation of ongoing employment.

**Extended adoption leave** means paid and unpaid maternity/adoption/parental/special leave that is not to exceed 104 calendar weeks.

**Extended paternity leave** means **paternity leave** provided under 8.2.5.1(b).

**Government authority** means a person or agency prescribed as a government authority for the purposes of this definition.

**Maternity leave** means maternity leave provided under 8.2.3.1 and 8.2.3.2.

**Medical certificate** means a certificate as prescribed in 8.2.7.1.

**Paid partner leave** means leave provided for under 8.2.4.

**Parental leave** means adoption leave, maternity leave, paternity leave, surrogacy leave, extended adoption leave or extended paternity leave as appropriate, and is unpaid leave.

**Primary care-giver** means a person who assumes the principal role of providing care and attention to a **child**.

**Relative adoption** means the **adoption** of a **child** by a parent, a **spouse** of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

**Short adoption leave** means **adoption leave** provided under 8.2.3.3(b).

**Special adoption leave** means **adoption leave** provided under 8.2.12

**Special maternity leave** means **maternity leave** provided under 8.2.11.

**Spouse** includes a defacto spouse or a former spouse.

**Unpaid Paternity leave** means paternity leave provided under 8.2.5.

#### 8.2.1 Employer's responsibility to inform

On becoming aware that:

- an employee is pregnant; or
- an employee's **spouse** is pregnant; or
- an employee is adopting a **child**,

an employer must inform the employee of:

- (i) the employee's entitlements under this clause; and
- (ii) the employee's responsibility to provide various notices under this clause.

#### 8.2.2 Eligibility for and entitlement to parental leave

Subject to the qualifications in 8.2.6, the provisions of this clause apply to full-time, part-time and **eligible casual employees** but do not apply to other employees.

- (a) For the purposes of this clause **continuous** service is work for an employer on a regular and systematic basis (including a period of authorised leave or absence).
- (b) An employer must not fail to re-engage a casual employee because: the employee or the employee's spouse is pregnant; or the employee is or has been immediately absent on parental leave.
- (c) The right of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

#### 8.2.3 Paid Maternity Leave and Paid Adoption Leave

Paid maternity leave, paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this clause. For the purpose of this clause maternity and adoption leave includes a parent taking primary responsibility (parent-child relationship) as a consequence of a surrogacy arrangement.

This clause applies to employees who commence an absence on maternity leave or adoption leave on or after the date of approval by the SAET of this Enterprise Agreement.



- 8.2.3.1 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, or immediately prior to taking custody of an adopted child (as applicable), is entitled to: sixteen (16) weeks paid maternity or adoption leave (as applicable) (the applicable maximum period). "Adopted child" means a child under 16 years of age.
- 8.2.3.2 An employee who, at the time of commencing such paid maternity or adoption leave, has been employed in Parliament House or where prior service has been recognised by the Employer, for not less than five (5) years (including any periods of approved unpaid leave) will be entitled to twenty (20) weeks (the applicable maximum period).
- 8.2.3.3 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/surrogacy/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/surrogacy.
  - (b) An employee will be entitled to the applicable maximum period, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences. The paid maternity/adoption/surrogacy 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.
- 8.2.3.4 At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:
- (a) To take the paid leave in two (2) periods split into equal proportions during the first twelve (12) months of the commencement of their paid leave; or
  - (b) To take the paid leave at half pay in which case, notwithstanding any other clause of this Enterprise Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences; or
  - (c) A combination of (a) and (b).
- 8.2.3.5 Part time employees will have the same entitlements as full time employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).
- 8.2.3.6 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.
- 8.2.3.7 Where both prospective parents are employees covered by this Enterprise Agreement; or if the other prospective parent is also an employee of Parliament House (i.e. the other prospective parent is not covered by this Enterprise Agreement but is employed by Parliament House), the period of paid maternity/adoption/surrogacy leave (as applicable) may be shared by both employees, provided that the total period of paid maternity/adoption leave does not exceed the applicable maximum and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of the organisation. Parents who are both employees of Parliament House, but are covered by different enterprise agreements may only share a period of paid

maternity/adoption leave arising under one or other enterprise agreement (i.e. it is not intended that employees would somehow have access to more than one entitlement to paid maternity/adoption/surrogacy leave in respect of a child/ren).

- 8.2.3.8 The parties acknowledge that the conditions outlined in this clause will operate in addition to the Federal Parental Leave scheme currently in operation.

#### 8.2.4 Paid Partner Leave

- 8.2.4.1 Subject to this clause, an employee (other than a casual employee) is entitled to access up to two calendar week (i.e. ten working days) (pro rata for part-time employees) of their accrued sick leave entitlement on the birth or adoption of a child/ren for whom the employee has direct parental care responsibility. The leave will be taken as full working day/s within 3 months of the birth or adoption of the child/ren.

- 8.2.4.2 It is not intended that this paid partner leave entitlement will detract from any more beneficial entitlement or arrangement applicable within an agency as at the commencement of this clause (i.e. an 'existing arrangement'). An employee can make use of that existing arrangement or the paid partner leave, but not both.

- 8.2.4.3 Except in relation to an existing arrangement, a specific paid partner leave policy, or a requirement of this clause, the administrative arrangement for taking this leave will generally be as applicable to Personal Leave to Care for a Family Member.

#### 8.2.5 Unpaid Paternity Leave

- 8.2.5.1 A male employee is, on production of the required *medical certificate*, entitled to one or two periods of *paternity leave*, the total of which must not exceed 52 weeks, as follows:

- (a) An unbroken period of up to one (1) week at the time of the birth of the *child*.
- (b) A further unbroken period of up to 51 weeks in order to be the *primary care-giver* of the *child* (to be known as *extended paternity leave*).

#### 8.2.6 Qualifications on entitlements and eligibility

- 8.2.6.1 An employee engaged upon casual or seasonal work is not entitled to *parental leave*.

- 8.2.6.2 An entitlement to *parental leave* is subject to the employee having at least 12 months of *continuous service* with the employer immediately preceding: in the case of *maternity leave*, the expected date of birth; or otherwise the date on which the leave is due to commence.

- 8.2.6.3 The entitlement to *parental leave* is reduced:

- (a) In the case of *maternity leave*, by any period of *extended paternity leave* taken by the employee's spouse and/or by any period of *special maternity leave* taken by the employee.
- (b) In the case of *extended paternity leave*, by any period of *maternity leave* taken by the employee's *spouse*.
- (c) In the case of *extended adoption leave*, by any period of *extended adoption leave* taken by the employee's *spouse*.

#### 8.2.7 Certification required

- 8.2.7.1 An employee must, when applying for *maternity leave* or *paternity leave*, provide the employer with a *medical certificate* that:

- (a) names the employee or the employee's **spouse**, as appropriate;
- (b) states that the employee or the employee's **spouse** is pregnant; and
- (c) states:
  - the expected date of birth;
  - the expected date of termination of pregnancy; or
  - the date on which the birth took place;

whichever is appropriate.

8.2.7.2 At the request of the employer, an employee must, in respect of the conferral of **parental leave**, produce to the employer within a reasonable time a statutory declaration which states:

- (a) Parental leave
  - The particulars of any period of **parental leave** sought or taken by the employee's **spouse**, and where appropriate;
  - That the employee is seeking the leave to become the **primary care-giver** of a **child**.
- (b) Adoption leave
  - In the case of **adoption leave**, a statement from a **Government authority** giving details of the date, or presumed date, of **adoption**; and
  - That for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

## 8.2.8 Notice requirements

### 8.2.8.1 Maternity leave

- (a) An employee must:
  - (i) Not less than ten (10) weeks before the expected date of birth of the **child**, give notice in writing to her employer stating the expected date of birth; and
  - (ii) Give not less than four (4) weeks notice in writing to her employer of the date of which she proposes to commence **maternity leave** stating the period of leave to be taken; and
  - (iii) Notify the employer of any change in the information provided pursuant to 8.2.8 within two (2) weeks after the change takes place.
- (b) An employer may, by not less than 14 days notice in writing to the employee, require her to commence **maternity leave** at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given her employer the required notice.

### 8.2.8.2 Paternity leave

An employee must:

- (i) Not less than ten (10) weeks prior to each proposed period of **paternity leave**, give the employer notice in writing stating the dates on which he proposes to start and finish the period(s) of **paternity leave**.
- (ii) Notify the employer of any change in the information provided pursuant to 8.2.8 within two (2) weeks after the change takes place.

### 8.2.8.3 Adoption leave

An employee must:

- (i) On receiving notice of approval for **adoption** purposes, notify the employer of the approval and, within two (2) months of the approval, further notify the employer of the period(s) of **adoption leave** the employee proposes to take.
- (ii) In the case of a **relative adoption**, so notify the employer on deciding to take a **child** into custody pending an application for **adoption**.
- (iii) As soon as the employee is aware of the expected date of placement of a **child** for **adoption** purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of **short adoption leave** to be taken.
- (iv) At least ten (10) weeks before the proposed date of commencing any **extended adoption leave**, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

### 8.2.8.4 Unforeseen circumstances

An employee is not in breach of any of these notice requirements if the employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

- (a) the birth occurring earlier than the expected date; or
- (b) the death of the mother of the **child**; or
- (c) the death of the employee's **spouse**, or
- (d) the requirement that the employee accept earlier or later placement of the **child**,

so long as, where a living **child** is born, the notice is given not later than two weeks after the birth.

## 8.2.9 Taking of parental leave

- 8.2.9.1 No employee may take **parental leave** concurrently with such leave taken by the employee's **spouse**, apart from **paternity leave** of up to one week at the time of the birth of the child or **adoption leave** of up to 3 weeks at the time of the placement of the **child** or **paid partner leave**.
- 8.2.9.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with **parental leave**, take any annual leave or long service leave to which the employee is entitled.
- 8.2.9.3 \* Subject to 8.2.6 and unless agreed otherwise between the employer and employee, an employee may commence **parental leave** at any time within six weeks immediately prior to the expected date of birth.
- 8.2.9.4 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 8.2.9.5 Where leave is granted under 8.2.9.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

### 8.2.10 Variation and cancellation of parental leave

8.2.10.1 Without extending an entitlement beyond the limit set by 8.2.3, **parental leave** may be varied as follows:

- (a) The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.
- (b) The leave may be lengthened or shortened by agreement between the employer and the employee.

8.2.10.2 **Parental leave**, if applied for but not commenced, is cancelled:

- (a) should the pregnancy terminate other than by the birth of a living **child**; or
- (b) should the placement of a **child** proposed for **adoption** not proceed.

8.2.10.3 If, after the commencement of any **parental leave**:

- (a) the pregnancy is terminated other than by the birth of a living **child** or, in the case of **adoption leave**, the placement of the **child** ceases; and
- (b) the employee gives the employer notice in writing stating that the employee desires to resume work,
- (c) the employer must allow the employee to resume work within four weeks of receipt of the notice.

8.2.10.4 **Parental leave** may be cancelled by agreement between the employer and the employee.

### 8.2.11 Special maternity leave and personal leave

8.2.11.1 If:

- (a) an employee not then on maternity leave suffers illness related to her pregnancy she is entitled to take leave under 8.3.; or
- (b) the pregnancy of an employee not then on **maternity leave** terminates after 28 weeks otherwise than by the birth of a living **child**, she may take such paid personal leave as she is then entitled to and such further unpaid leave (to be known as **special maternity leave**) as a legally qualified medical practitioner certifies to be necessary before her return to work. Provided that the aggregate of paid personal leave, **special maternity leave** and **maternity leave** must not exceed the period to which the employee is entitled under 8.2.3 and she is entitled to take unpaid **special maternity leave** for such periods as a legally qualified medical practitioner certifies as necessary.

8.2.11.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, **special maternity leave**.

8.2.11.3 An employee who returns to work after the completion of a period of such leave is entitled to the position which she held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position she held immediately before such transfer.

8.2.11.4 If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, she is entitled to a position, as nearly as possible, comparable in status and pay as that of her former position.

#### 8.2.12 Special adoption leave

- 8.2.12.1 An employee who has received approval to **adopt a child** who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the **child**.
- 8.2.12.2 An employee who is seeking to **adopt a child** is entitled to such unpaid leave not exceeding five days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the **adoption** procedure.
- 8.2.12.3 The leave under this clause 8.2.12 is to be known as **special adoption leave** and does not affect any entitlement under 8.4.
- 8.2.12.4 **Special adoption leave** may be taken concurrently by an employee and the employee's **spouse**.
- 8.2.12.5 Where paid leave is available to the employee, the employer may require the employee to take such leave instead of **special adoption leave**.

#### 8.2.13 Transfer to a safe job - maternity leave

- 8.2.13.1 If, in the opinion of a legally qualified medical practitioner:
- (a) illness or risks arising out of the pregnancy; or
  - (b) hazards connected with the work assigned to the employee,
- make it inadvisable for the employee to continue her present work, the employee must, if the employer considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 8.2.13.2 If the transfer to a safe job is not considered practicable, the employee is entitled, or the employer may require the employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.
- 8.2.13.3 Leave under this clause will be treated as (no safe job) leave in addition to any other entitlement to paid parental leave under the terms of subclause 8.2.3.
- 8.2.13.4 An employee who has completed 12 months' effective service is entitled to paid no safe job leave under this clause.
- 8.2.13.5 An employee who has not completed 12 months' effective service is entitled to unpaid no safe job leave.
- 8.2.13.6 "Effective Service" for the purposes of Clause 8.2.13.4 and 8.2.13.5 is as prescribed in the Parliament (Joint Services) Act 1985.

#### 8.2.14 Part-time work

- 8.2.14.1 An employee who is pregnant or is entitled to **parental leave** may, by agreement with the employer, reduce the employee's hours of employment to an agreed extent subject to the following conditions:
- (a) Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or

- (b) Where the employee is entitled to **parental leave**, by reducing the employee's entitlement to **parental leave** for the period of such agreement.

#### **8.2.15 Communication during parental leave**

- 8.2.15.1 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:
- (a) 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
  - (b) 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**.
- 8.2.15.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of **parental leave** to be taken, whether the employee intends to return to work and whether the employee intends to return to work on a part-time basis.
- 8.2.15.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 8.2.15.1.

#### **8.2.16 Return to work from Maternity and Adoption Leave on a Part Time Basis**

- 8.2.16.1 Subject to this clause, an employee is entitled to return to work after maternity or adoption leave on a part time basis, at the employee's substantive level, until the child's second birthday. The days and hours for the part time arrangement will be as agreed between the Employer and the employee.
- 8.2.16.2 The following conditions apply to an employee applying to return on a part time basis:
- (a) 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 their Supervisor such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday.
  - (b) At least 6 weeks prior to the relevant child's second birthday, the employee will advise their Supervisor whether the employee will revert to employment on the employee's pre-maternity or pre-adoption leave basis (whether that was full time or otherwise) or seeks to continue to be employed on the same part time basis as agreed in accordance with clause 8.2.16.1 or another agreed part time basis.
  - (c) An employee who has returned from maternity or adoption leave on a part-time basis as agreed in accordance with clause 8.2.16.1 has the right to request to revert to employment on the employee's pre-maternity or pre-adoption leave basis (whether that was full-time or otherwise) prior to the expiry of the agreed period of the part-time work arrangement.
  - (d) The Employer shall consider the request having regard to the employee's circumstances and may only refuse the request on reasonable operational grounds.
  - (e) If having returned from maternity or adoption leave to part time work as agreed in accordance with clause 8.2.16.1, an employee seeks a further period of paid maternity or adoption leave prior to the relevant child's second birthday, the paid maternity or adoption leave entitlements for this further period of leave will be calculated on the

employee's pre-maternity or pre-adoption leave basis (whether that was full time or otherwise) and substantive level.

- (f) An employee's return to work part time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.
- (g) An employee who has returned to work from parental leave has the right any time to request the Employer to allow the employee to work on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.

### 8.2.17 Return To Work after Parental Leave

8.2.17.1 On returning to work after parental leave an employee is entitled:

- (a) to the position which the employee held immediately before commencing **parental leave**; or
- (b) in the case of an employee who was transferred to a safe job, to the position which she held immediately before the transfer.

8.2.17.2 If the employee's previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as comparable in status and pay to that of the employee's former position.

8.2.17.3 An **eligible casual employee** who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on **parental leave**.

8.2.17.4 Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

### 8.2.18 Right to request

8.2.18.1 An employee entitled to **parental leave** pursuant to clause 8.2.2, may request the employer to allow the employee:

- (a) to return to work from a period of **parental leave** on a part-time basis until the **child** reaches school age,

to assist the employee in reconciling work and parental responsibilities.

8.2.18.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

8.2.18.3 The employee's request and the employer's decision made under 8.2.18.1(a) must be recorded in writing.

8.2.18.4 Where an employee wishes to make a request under 8.2.18.1(a), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from **parental leave**.



### 8.2.19 Employees who are Breastfeeding

- 8.2.19.1 Employees who are breastfeeding shall be provided with the facilities and support necessary to enable them to combine the continuation of breastfeeding with their employment, unless it can be established it is not practicable to do so.
- 8.2.19.2 The Employer will provide employees flexible paid time working schedule in order to breastfeed or use alternative arrangements including expressing breast milk or bottle feeding their child.
- 8.2.19.3 The Employer will provide access to an appropriate clean, hygienic and private space to undertake these activities upon request from the Employee.
- 8.2.19.4 The parties recognise that the needs of each parent and child will vary and the provision of the facilities and supports arising from the clauses above will vary according to those needs, as will the duration for the provision of these facilities and supports.

### 8.2.20 Reimbursement of Reasonable Child Care Costs

- 8.2.20.1 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.
- 8.2.20.2 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 8.2.20.3 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.
- 8.2.20.4 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 8.2.20.5 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 Sector Employment.
- 8.2.20.6 The employee will provide the relevant Employer 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.
- 8.2.20.7 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.

### 8.2.21 Termination of employment

- 8.2.21.1 An employee on **parental leave** may terminate their employment at any time during the period of leave by giving the required notice.
- 8.2.21.2 An employer must not terminate the employment of an employee on the ground of her pregnancy or an employee's absence on **parental leave**. Otherwise the rights of an employer in relation to termination of employment are not affected by this clause.

### 8.2.22 Replacement employees

- 8.2.22.1 A **replacement employee** is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on **parental leave**.
- 8.2.22.2 Before an employer engages a **replacement employee** the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

## 8.3 Personal Leave – Injury and Sickness

### 8.3.1 Entitlement to personal leave

An employee (other than a casual employee) who has a personal leave credit:

- 8.3.1.1 Is entitled to take personal leave if the employee is too sick to work; or
- 8.3.1.2 Who is on annual leave, is entitled to take personal leave if the person is too sick to work for a period of at least 3 consecutive days. Personal leave so taken does not count as annual leave.

### 8.3.2 Conditions for payment of personal leave

8.3.2.1 The employee is not entitled to payment for personal leave unless:

- (a) The employee gives the employer notice of the sickness, its nature and estimated duration before the period for which personal leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins); and
- (b) The employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.

8.3.2.2 The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave.

## 8.4 Personal Leave – To Care for a Family Member

### Definitions

**Personal leave to care for a family member** means leave provided in accordance with this clause.

**Family** - the following are to be regarded as members of a person's family:

- a spouse (including a de facto spouse or a former spouse);
- a child or step child;
- a parent or parent in-law;
- any other member of the person's household;
- a grandparent or grandchild;
- any other person who is dependent on the person's care.

**Personal leave** means leave provided for in accordance with clause 8.3.

### 8.4.1 Paid personal leave to care for a family member

8.4.1.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's **family** who need the employee's care and support:

- (a) due to personal injury; or
- (b) for the purposes of caring for a family member who is sick and requires the employee's care and support of who requires care due to an unexpected emergency, is entitled to up to 10 days or the equivalent in hours of their accrued sick leave entitlement in any completed year of **continuous service** (pro rata for **part-time employees**) to provide care and support for such persons when they are ill.

8.4.1.2 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.

8.4.1.3 By agreement between the employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in this clause. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

8.4.1.4 The entitlement to use **personal leave to care for a family member** is subject to the employee being responsible for the care of the person concerned.

8.4.1.5 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

8.4.1.6 In normal circumstances an employee must not take **personal leave to care for a family member** where another person has taken leave to care for the same person.

8.4.1.7 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.

8.4.1.8 The amount of **personal leave to care for a family member taken** is to be deducted from the amount of the employees personal leave credit.

#### 8.4.2 Unpaid personal leave to care for a family member

8.4.2.1 Where an employee has exhausted all paid **personal leave** entitlements, an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a **family** member who is ill or who requires care due to an unexpected emergency.

8.4.2.2 The employer and the employee shall agree upon the period of unpaid **personal leave to care for a family member** which may be taken.

8.4.2.3 In absence of the agreement between the employer and the employee, the employee is entitled to take up to two days (of a maximum of 16 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

#### 8.4.3 Casual employees caring responsibilities

8.4.3.1 Casual employees are not entitled to **personal leave to care for a family member** or bereavement leave but subject to the evidentiary requirements in 8.4 and 8.5, casuals are entitled to not be available to attend work, or to leave work:

- (a) to care for a member of their **family** who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- (b) upon the death of a **family** member.

8.4.3.2 The period for which the employee will be entitled to not be available to attend work for each occasion is:

- (a) the period agreed upon between the employer and the employee; or
- (b) up to 48 hours (or 2 days) per occasion.

8.4.3.3 The casual employee is not entitled to any payment for the period of non-attendance under this clause.

8.4.3.4 An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

8.4.3.5 This clause does not intend to alter the nature of casual employment and is without prejudice to any parties' arguments about the nature of casual employment.

## **8.5 Bereavement Leave**

### **8.5.1 Entitlement to leave**

An employee (other than a casual employee), on the death of a:

- spouse;
- parent;
- parent-in-law;
- sister or brother;
- child or step-child;
- grandparent;
- household member,

is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days work. Proof of death must be furnished by the employee to the satisfaction of the employer, if requested.

### **8.5.2 Unpaid entitlement to leave**

8.5.2.1 An employee may take unpaid bereavement leave by agreement with the employer.

### **8.5.3 Effect of other leave**

8.5.3.1 This clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

## **8.6 Domestic and Family Violence**

8.6.1 There are times when an employee who is experiencing or escaping domestic/family violence may need time away from work for a range of reasons, for example to address, health, legal, child care, housing or other personal matters.

### **8.6.2 Access to Special Leave With Pay Entitlement for Domestic and Family Violence**

8.6.2.1 It is entirely the choice and the right of the employee to access up to 15 days' Special Leave With Pay for domestic/family violence reasons before considering other forms of leave, whether personally accrued or otherwise.

### **8.6.3 Workplace Performance and Conduct**

- (a) Experiencing domestic/family violence may have an adverse effect on an employee's workplace performance or conduct.

- (b) At any time, the employee may request a person to whom they may have made disclosures to inform the relevant manager or delegate about matters that may affect their workplace performance or conduct. The provision of this information must be consistent with the Information Privacy Principles and constrained to relevant information only.
- (c) Where the employer becomes aware of an employee's personal circumstances, they are to take this information into account in any assessment of that employee's workplace performance or conduct.

#### **8.6.4 Flexible Safe Working Arrangements and Leave**

8.6.4.1 Parliament House employees experiencing or escaping domestic/family violence are entitled to access up to 15 days' Special Leave With Pay in a 12 month period separately from existing leave entitlements and any applicable flexible and safe working arrangements (regardless of whether they are consistent with current operational requirements). Special Leave With Pay for Domestic and Family Violence is not considered to be part of the general 15 days special leave with pay allowance for special purposes.

### **8.7 Continuous Service**

#### **8.7.1 Maintenance of continuous service**

Except as otherwise indicated, service is deemed to be continuous despite:

- (a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement.
- (b) Absence of the employee from work for any cause by leave of the employer.
- (c) Absence from work on account of illness, disease or injury.
- (d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- (e) Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Agreement or the *Long Service Leave Act 1987*.
- (f) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.
- (g) Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transferee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer.
- (h) Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated.
- (i) Any other absence from work for any reason other than those referred to in this clause, unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or no later than 14 days after the end of the period of absence.

#### **8.7.2 Calculation of period of service**

8.7.2.1 Where an employee's service is deemed to be continuous under this clause, the period of absence from work is not to be taken into account in calculating the employee's period of time served with the employer except:

- (a) To the extent that the employee receives or is entitled to receive pay for the period; or
- (b) Where the absence results from a decision of the employer to stand the employee off without pay.

## **8.8 Reimbursement of Reasonable Travel Cost**

8.8.1 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.

8.8.2 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.

8.8.3 The employee ordinarily uses public transport.

8.8.4 Travel is by the most direct or appropriate route.

8.8.5 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the Commissioner for Public Sector Employment.

8.8.6 The employee provides the Employer 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 Employer will have regard to the principles contained in the Guideline for Planned Human Resource Development and Guideline for Individual Performance Development (howsoever named) issued by the Commissioner for Public Sector Employment.

9.3 Having regard to both the operational needs of Parliament, the particular workplace and the employees circumstances, the parties:

- (a) acknowledge the potential development opportunities for employees who are able to undertake temporary positions at their substantive or higher remuneration level, within Parliament House or another South Australian public sector agency, having regard to both the operational needs of Parliament and the particular workplace and the employees' circumstances.
- (b) require the consideration of existing employees of the Parliament in filling temporary vacancies.

## **10. PROFESSIONAL DEVELOPMENT**

10.1 An employee bound by this Agreement will be entitled to:

10.1.1 Reimbursement of the reasonable cost of appropriate professional development expenses incurred during their employment subject to the following:

- a) The professional development is a compulsory requirement of a recognised professional registration or accreditation body applicable to the employee's professional capacity in order for the employee to maintain or acquire his or her registration or accreditation in the professional occupation or capacity in which he or she is employed; and
- b) The employer explicitly requires such registration or accreditation to be maintained or acquired for the performance by the employee of the duties for which he or she is employed;
- c) Provided that reimbursement will not apply:
  - (i) If the employee does not successfully complete the relevant professional development; or
  - (ii) If the employee ceases for any reason to be registered or accredited or is the subject of any disciplinary process being undertaken by the registration or accreditation body that may result in loss of registration or accreditation (but reimbursement will apply if there is no adverse disciplinary finding); or
  - (iii) If the fees or charges were partly or wholly incurred before entering employment with the employer or undertaking with the employer the duties of the applicable professional occupation, provided that the employer may agree to meet any part that arises during employment or the performance of the relevant duties.

10.1.2 Up to 5 days paid professional development leave over two years to attend approved professional development for which the employee is entitled to reimbursement under this clause. Any request for leave beyond 5 days will be subject to the applicable (discretionary) processes within the organisation in relation to paid or unpaid leave.

10.2 This clause does not detract from the operation of clause 9.

## **11 PROFESSIONAL DEVELOPMENT - APPLYING FOR REIMBURSEMENT OF COSTS**

11.1 This clause applies to applications for reimbursement of costs and leave as described in clause 10 and also to applications for reimbursement and leave for professional development where the nature of the employees' duties and responsibilities is such that the employee needs to remain familiar with developments in their professional field in order to carry out those duties and responsibilities.

11.2 An employee who wishes to apply for:

- (a) reimbursement of the costs of, or associated with, professional development (whether in full or part) such as attendance at a course, conference or seminar (a "Professional Development Event");
- (b) reimbursement of the costs of membership of a professional association (whether in full or part); or
- (c) leave to attend a Professional Development Event;

should submit a request as early as practicable with any information that the employer reasonably requires, such as details of the nature, dates and costs of the professional development event, relevance of the program to the employee's work, and what if any contribution the employee proposes to make to those costs.

11.3 The employer must respond in writing to any request under clause 11.2 as soon as practicable and in any event within 3 months, with brief reasons.

11.4 If:

- (a) the employer has approved an employee's participation in a Professional Development Event in circumstances where the employee has agreed to contribute to the costs of participating in it; and
- (b) the employee is instructed by the Employer not to attend the Professional Development Event;

the Employer must reimburse any costs that the employee has incurred (but limited to travel, accommodation and conference fees) and which formed part of the relevant request.

11.5 This clause does not detract from the operation of clause 9 Training and Development.

## **12. RECLASSIFICATION DATE**

12.1 Where an employee applies for reclassification and is successful, the operative date for reclassification will be the date of lodgement of the application.

## **13. WORKPLACE FLEXIBILITY**

13.1 The parties agree that the Employer 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).

13.2 This clause applies to a proposal by the Employer or employee/s within a workplace to negotiate and agree on flexible employment arrangements to operate within a workplace (a Workplace Flexibility Proposal).

13.2.1 Where the Employer or employee/s intends to initiate a Workplace Flexibility Proposal, the initiator will notify the Employer 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 Employer will provide such information to such employee representative/s party to this Enterprise Agreement that the Employer 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.

13.2.2 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 Employer, 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).

13.2.3 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).

13.2.4 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").

- 13.2.5 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.

#### **14. PERSONAL FLEXIBILITY AGREEMENT**

- 14.1 An individual employee and the Employer may mutually and voluntarily agree to make a written "Personal Flexibility Agreement" that will apply in accordance with this clause.
- 14.2 The employee and the Employer must agree that there is mutual advantage in making such agreement (i.e. they each consider themselves better off overall having regard to this Enterprise Agreement and applicable award (considered as a whole)).
- 14.3 The Personal Flexibility Agreement will operate in accordance with its terms notwithstanding this Enterprise Agreement (other than this clause) and/or applicable award and will not operate for a period/s that extend/s beyond the life of this Enterprise Agreement.
- 14.4 A Personal Flexibility Agreement will cease to operate at the end of not less than four weeks written notice to the other (the last day to coincide with the end of a pay period applicable to the employee), unless earlier cessation is agreed by the Employer and the employee.
- 14.5 A Personal Flexibility Agreement may, for example, provide for a personal arrangement as to the hours within which work is to be performed (whether at ordinary or penalty rates); configuration of working hours; and/or an all-inclusive or 'loaded' salary (that may have regard to e.g. out of ordinary hours; split working day arrangement; personal configuration of hours work; on-call and/or recall; availability and/or work performed out of hours whether at a workplace or by telephone and/or electronic means; annualised salary having regard to working arrangement and/or anticipated out of hours work; the particular nature of the work being performed; or otherwise).
- 14.6 A request by an individual employee for a Personal Flexibility Agreement is not a breach of the no extra claims clause and the Employer is not required to accede to such requests (i.e. it is wholly voluntary on the part of each of the employee and employer). Despite any other clause of this Enterprise Agreement, a decision by an employee or the Employer not to consider and/or to make a Personal Flexibility Agreement cannot be the subject of a dispute or review.
- 14.7 In this clause, "individual employee" means an employee:
- (a) whose salary is not less than the equivalent of step 1 of ASO6 (irrespective of classification stream); or
  - (b) who has not less than 10 years' experience in the occupation or duties for which the employee is employed (whether gained within or outside the public sector); or
  - (c) who is employed in a discrete function or occupation/profession for which personalised flexibility is considered both by the employee and the Employer as being mutually beneficial.

#### **15. SALARY AND WAGE ADJUSTMENTS**

- 15.1 This clause refers to the wage and salary schedules appearing in Appendix 1A: Salaries Schedule and Appendix 1B: Wages Schedule.
- 15.2 Except as provided by this clause, the salaries and wages payable to employees are those detailed in Appendix 1A: Salaries Schedule and Appendix 1B: Wages Schedule, which provide

for salaries and wages which will operate from the first full pay period to commence on or after the dates specified (the "applicable date") namely:

1 April 2021  
1 April 2022  
1 April 2023.

- 15.3 The salary payable to an employee as at the applicable date shall not reduce by reason of a salary schedule in this Enterprise Agreement.
- 15.4 This sub-clause applies to "pegged employees." 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.
- 15.4.1 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.
- 15.4.2 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.
- 15.5 Where applicable, a reference in Appendix 1A and Appendix 1B to date of approval will be taken to mean the first pay period to commence on or after the date on which the SAET approves this Enterprise Agreement.

## **16. WORK HEALTH AND SAFETY**

- 16.1 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 *Work Health and Safety Act 2012* as expressed in the relevant policy adopted by the Presiding Officers and Joint Parliamentary Service Committee from time to time.
- 16.2 The parties will have regard to the Commissioner for Public Sector Employment's guidelines in relation to the elimination of workplace harassment and bullying.
- 16.3 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.
- 16.4 The parties will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:
- Improve workplace health and safety;
  - Improve return to work performance; and
  - Reduce human and workplace costs of injury or illness.
- 16.5 The parties will work to achieve and maintain applicable work, health and safety and injury management standards and practices, including:
- Ensuring understanding of the importance of systematically managing WHS in all work activities and workplaces through consultative processes.
  - Supporting and engendering a safety culture within the organisation that promotes the adoption of safe work practices.

- Achieving continuous improvement, and best practice, in work health and safety, and injury management performance.
  - Implementation and continuous improvement of monitoring and reporting systems.
  - Development and implementation of more flexible "return to work" options aimed at improving return to work performance.
  - A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks.
  - Participation in pro-active prevention strategies aimed at improving the health, safety and well-being of all employees.
  - Achieving improved outcomes from preventative, rehabilitation and return to work strategies.
- 16.6 The Employer acknowledges the benefits both to the organisation and individual employees gained through employees having a balance between their work and personal life.
- 16.7 The Employer may require an employee to work overtime:
- If work is unavoidable because of work demands and reasonable notice of the requirement to work overtime is given; or
  - If, due to an emergency or immediate service delivery need, it has not been possible to provide reasonable notice.
  - If an individual or group of individuals believe that there is an unreasonable allocation of work leading to employees being overloaded with work or an employee is unable to access accrued recreation leave as a result of work load (as distinct from operational requirements), the individual, group of individuals, or Union concerned may first raise the allocation with local management and if applicable seek to have the allocation reviewed by the Employer. The review will address the employees' concerns and identify how workloads can be managed without creating unreasonable workloads.
- 16.8 The Employer will provide associations and relevant unions with a report identifying current Health and Safety Representatives in workplaces. The report will be updated annually and as requested throughout the life of the Agreement. The provision of this information must be consistent with the Information Privacy Principles and constrained to relevant information only.
- 16.9 Mental Health First Aid Training**
- 16.10 The parties agree that the mental health first aid training program established under the South Australian Modern Public Sector Enterprise Agreement: Salaried 2017 will be accessible by request from the Office for the Commissioner for Public Sector Employment.
- 16.11 The employer will facilitate the participation of employees (up to the total number of Health and Safety Representatives (HSR) and First Aid Officers at the workplace) in two-day accredited Mental Health First Aid (MHFA) training programs at the employer's expense.
- 16.12 HSRs and First Aid Officers will be given priority to participate in the MHFA training, where appropriate.
- 16.13 The Employer will facilitate the release of participating employees to attend the MHFA training, subject to operational and business requirements, including employees from regional and remote locations.

- 16.14 The training of participating employees under this provision is to be completed within the life of this Enterprise Agreement.
- 16.15 Participating employees must be released to participate in the training as soon as practicable following their selection to undertake the training, subject to operational and business requirements.

## **17. SALARY PACKAGING ARRANGEMENTS**

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.

## **18. AGENDA**

- 18.1 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.

## **19. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURE**

- 19.1 Any grievance, industrial dispute, or matter likely to create a dispute arising from this Agreement should be dealt with in the following manner:
  - 19.1.1 The parties to the agreement are obliged to make every endeavour to facilitate the effective functioning of these procedures.
  - 19.1.2 The employee or employee representative should discuss any matter affecting an employee with the supervisor in charge of the section or sections in which the dispute or likely dispute exists.
  - 19.1.3 If the matter is not resolved at this level the employee or employee representative should ask for it to be referred to the Employer who shall arrange a conference to discuss the matter. If requested by the Employer, the subject of the dispute shall be put in writing, so far as is reasonably practicable.
  - 19.1.4 The consultation process as prescribed in clause 6 shall be commenced within 48 hours of the dispute or likely dispute having been indicated, or within such other period as the parties may agree.
  - 19.1.5 If a matter cannot be resolved following the above procedures, the parties should enter into consultation at a higher level on both sides, as the parties consider appropriate. At this stage

the employee or employee representative may ask for the matter to be referred to an agreed industrial relations consultant, which may include the Industrial Relations and Policy Branch, Department of Treasury and Finance, who shall arrange a conference to discuss the matter and assist if agreed to by the parties.

- 19.1.6 At any stage in the procedures after consultation between the parties has taken place in accordance with the procedure, either party may request and be entitled to receive a response to its representations within a reasonable time as may be agreed upon between the parties. If requested the subject of the dispute shall be put in writing, so far as is reasonably practicable.

- 19.2 The parties agree that in the event general disputes, matters or questions arise between them in relation to:

- (a) industrial disputes (including by settling a dispute about whether appropriate remuneration has been paid to a person under a contract of employment or whether there has been a breach of a condition of employment); and
- (b) questions whether, on the balance of probabilities, the dismissal of an employee was harsh, unjust or unreasonable; and
- (c) industrial matters (excluding matters pertaining to the organisational structure of the staff employed to assist the Parliament, the remuneration of specified classification levels or the appointment of persons to positions);

that are unable to be resolved at the workplace and all steps for resolving the matter as detailed in clause 19.1 have been exhausted, the matter shall be referred to the South Australian Employment Tribunal (SAET) pursuant to and in accordance with Schedule 1 of the *Commercial Arbitration and Industrial Referral Agreements Act 1986* (i.e. this sub-clause acts as a "referral agreement") such that;

- 19.2.1 The SAET may exercise its powers of mediation, conciliation and/or arbitration to assist in the resolution of the dispute; and

- 19.2.2 The SAET may make such recommendations as necessary to assist in resolution of the dispute.

- 19.3 The parties commit to follow any recommendations or orders made by the SAET.

- 19.4 It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

## 20. NO EXTRA CLAIMS

- 20.1 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.

- 20.2 Subject to this clause, the employer, employees (including an employee agent that is a signatory) and associations undertake that for the term of this Enterprise Agreement, they (jointly and severally) will not pursue any further or other claims within the parameters of this Enterprise Agreement, except where consistent with *State Wage Case* principles.

- 20.3 A proposal or request for or to make a *Workplace Flexibility Agreement* or a *Personal Flexibility Agreement* will not be considered as a claim or extra claim.

## 21. VARIATIONS

21.1 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.

21.2 The parties recognise that amendments to this agreement can be developed to facilitate:

- The implementation of a Workplace Flexibility Agreement;
- Any other agreed changes.

21.3 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; the parties undertake and agree that where a proposed variation:

- a) 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
- b) 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.

## **22 ADDITIONAL INJURY AND INCOME PROTECTION FOR WORK INJURIES**

22.1 The parties agree on the provision of income protection for injured employees as set out in Appendix 3 of this Agreement.

## **23. ASO1 Classification Audit**

23.1 The employer commits to audit all ASO1 employees who have completed 12 months service at the ASO1 level as at the date of approval of this Enterprise Agreement in order to determine whether it is more appropriate that they should be classified at the ASO2 level.

23.2 The audit process is set out below in sub clause 23.3 (Audit Process) and will be completed by 1 August 2019.

### **23.3 Audit Process**

- a) The duties of the ASO1 will be assessed against the Work Level Definitions of the SAPSSEI Award and the CPSE Classification Standards with a specific emphasis on assessing the duties against the definitions for 'close direction' and 'general direction'.
- b) The relevant manager must confer with the employee on the employee's assessment of the level of direction under which they work.
- c) Where it is assessed that the employee is working at the ASO2 Level, the employee will be assigned to the ASO2 Level 1st increment effective from the date of approval of this Enterprise Agreement.

23.4 Where the relevant manager cannot determine that the employee works under 'general direction':

- i. The relevant manager will prepare a report to be submitted to the Employer.
- ii. As one measure of the level of direction under which the employee currently operates, the report will include a statement of the number and classification level of all employees being supervised by that manager.

- iii. The report and recommendation will be simultaneously provided to both the employee and the Employer.
  - iv. The Employer will afford the employee a reasonable period of time to make further representations direct to the delegate prior to a final determination being made.
- 23.5 Nothing in this clause precludes an employee from applying for a personal reclassification at any time.

## 24. RENEGOTIATION OF THE ENTERPRISE AGREEMENT

- 24.1 The parties to this Agreement agree that no earlier than 6 months before the end of the Agreement they will seek to renegotiate a further agreement or a variation to this Agreement.

## 25. LIFE OF THE AGREEMENT

- 25.1 This Agreement will nominally operate until 31 March 2024 or until replaced or superseded.

## 26. NOT TO BE USED AS A PRECEDENT

- 26.1 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.

## 27. SIGNATORIES TO THE AGREEMENT

  
 .....  
 Chairperson, Joint Parliamentary Service Committee

7.12.2021

  
 .....  
 Secretary, Joint Parliamentary Service Committee


7.12.2021

  
 .....  
 for the Public Service Association of SA Inc


7.12.2021.

 - Demi Pnevmatikos  
 .....  
 for United Workers Union - SA Branch


06.12.2021

Anna Graven   
 NAME SIGNATURE  
 (EB GENERAL REPRESENTATIVE)

7.12.21.

 - Karen Steinbof  
 NAME SIGNATURE  
 (EB GENERAL REPRESENTATIVE)

7.12.21

CAROLINE HENDERSON   
 .....  
 CAROLINE HENDERSON

7.12.21

NAME SIGNATURE  
(EB GENERAL REPRESENTATIVE)

.....  
NAME SIGNATURE  
(EB GENERAL REPRESENTATIVE) ...../...../.....



**APPENDIX 1 SALARIES SCHEDULE****Schedule 1.1: Administrative Services Officers**

Classification	Increment	Current	First full pay period on or after 1/4/2021	First full pay period on or after 1/4/2022	First full pay period on or after 1/4/2023
ASO-1	17 years & under	\$28,973	\$29,378	\$29,819	\$30,266
	18 years	\$33,646	\$34,117	\$34,629	\$35,148
	19 years	\$38,319	\$38,855	\$39,438	\$40,029
	20 years	\$42,992	\$43,594	\$44,248	\$44,912
	1st year adult	\$46,730	\$47,384	\$48,095	\$48,816
	2nd year adult	\$47,800	\$48,469	\$49,196	\$49,934
	3rd year adult	\$48,974	\$49,659	\$50,404	\$51,160
	4th year adult	\$50,049	\$50,749	\$51,510	\$52,283
	5th year adult	\$51,120	\$51,836	\$52,614	\$53,403
	6th year adult	\$52,291	\$53,023	\$53,818	\$54,625
ASO-2	1	\$55,315	\$56,089	\$56,930	\$57,784
	2	\$57,408	\$58,212	\$59,085	\$59,971
	3	\$59,503	\$60,336	\$61,241	\$62,160
ASO-3	1	\$63,681	\$64,573	\$65,542	\$66,525
	2	\$65,771	\$66,692	\$67,692	\$68,707
	3	\$67,868	\$68,818	\$69,850	\$70,898
ASO-4	1	\$72,135	\$73,144	\$74,241	\$75,355
	2	\$73,699	\$74,731	\$75,852	\$76,990
	3	\$75,262	\$76,316	\$77,461	\$78,623
	4*	\$75,616	\$76,675	\$77,825	\$78,992
ASO-5	1	\$80,830	\$81,962	\$83,191	\$84,439
	2	\$83,715	\$84,887	\$86,160	\$87,452
	3	\$86,809	\$88,024	\$89,344	\$90,684
	4	\$89,897	\$91,156	\$92,523	\$93,911
ASO-6	1	\$92,784	\$94,083	\$95,494	\$96,926
	2	\$95,463	\$96,799	\$98,251	\$99,725
	3	\$98,143	\$99,517	\$101,001	\$102,516
ASO-7	1	\$101,859	\$103,285	\$104,834	\$106,407
	2	\$104,671	\$106,136	\$107,728	\$109,344
	3	\$107,337	\$108,840	\$110,473	\$112,130
	4	\$110,107	\$111,648	\$113,323	\$115,023
ASO-8	1	\$114,105	\$115,702	\$117,438	\$119,120
	2	\$116,258	\$117,886	\$119,654	\$120,449
	3	\$118,413	\$120,308	\$122,113	\$123,945
<b>Manager Administrative Services</b>					
MAS 1	1	\$100,205	\$101,608	\$103,132	\$104,679
MAS 2	1	\$112,155	\$113,725	\$115,430	\$117,161
MAS 3	1	\$120,467	\$122,154	\$123,986	\$125,846

**\*New increment at ASO4 (4th increment)**

**Casual Employees**

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 25% in addition to the hourly rate payable for the relevant classification.

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 the casual loading. This loading is in lieu of any entitlement to paid sick leave and annual leave.

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 the casual loading. This loading is in lieu of any entitlement to paid sick leave and annual leave.

**Schedule 1.2 Operational Services Officers**

Classification	Increment	Current	First full pay period on or after 1/4/2021	First full pay period on or after 1/4/2022	First full pay period on or after 1/4/2023
OPS-1	17 years & under	\$28,427	\$28,825	\$29,257	\$29,697
	18 years	\$33,012	\$33,474	\$33,976	\$34,486
	19 years	\$37,597	\$38,123	\$38,695	\$39,276
	20 years	\$42,182	\$42,773	\$43,415	\$44,066
	1st year adult	\$45,850	\$46,492	\$47,189	\$47,897
	2nd year adult	\$47,800	\$48,469	\$49,196	\$49,934
	3rd year adult	\$48,974	\$49,659	\$50,404	\$51,160
	4th year adult	\$50,049	\$50,750	\$51,511	\$52,232
	5th year adult	\$51,120	\$51,836	\$52,614	\$53,403
	6th year adult	\$52,291	\$53,023	\$53,818	\$54,266
OPS-2	1	\$55,315	\$56,089	\$56,930	\$57,784
	2	\$57,408	\$58,212	\$59,085	\$59,971
	3	\$59,503	\$60,336	\$61,241	\$62,160
OPS-3	1	\$63,681	\$64,573	\$65,542	\$66,525
	2	\$65,771	\$66,692	\$67,692	\$68,708
	3	\$67,868	\$68,818	\$69,850	\$70,898
OPS-4	1	\$72,135	\$73,145	\$74,242	\$75,356
	2	\$73,699	\$74,731	\$75,852	\$76,990
	3	\$75,262	\$76,316	\$77,461	\$78,623
OPS-5	1	\$77,344	\$78,426	\$79,602	\$80,796
	2	\$80,013	\$81,133	\$82,350	\$83,585
	3	\$82,684	\$83,842	\$85,100	\$86,376
OPS-6	1	\$85,366	\$86,561	\$87,859	\$89,177
	2	\$87,634	\$88,861	\$90,194	\$91,547
	3	\$89,897	\$91,156	\$92,523	\$93,911
OPS-7	1	\$92,784	\$94,083	\$95,494	\$96,927
	2	\$95,463	\$96,799	\$98,251	\$99,725
	3	\$98,143	\$99,517	\$101,010	\$102,525

POSITION	Current	First full pay period on or after 1/4/2021 (PA)	First full pay period on or after 1/4/2022 (PA)	First full pay period on or after 1/4/2023 (PA)
Assistant Leader	\$118,413	\$120,071	\$121,872	\$123,670
Leader of Hansard	\$142,084	\$144,073	\$146,234	\$148,428

**APPENDIX 1B WAGES SCHEDULE****2.1 Casual Console Operator\* (Per Hour)**

	<b>CURRENT RATE</b>	<b>First full pay period on or after 1/4/2021</b>	<b>First full pay period on or after 1/4/2022</b>	<b>First full pay period on or after 1/4/2023</b>
<b>Normal Rate</b>	<b>\$31.00</b>	<b>\$31.43</b>	<b>\$31.90</b>	<b>\$32.37</b>
<b>Shift Rate</b>	<b>\$43.40</b>	<b>\$44.00</b>	<b>\$44.66</b>	<b>\$45.32</b>
<b>Time + 50%</b>	<b>\$43.40</b>	<b>\$44.00</b>	<b>\$44.66</b>	<b>\$45.32</b>
<b>Time + 100%</b>	<b>\$55.80</b>	<b>\$56.58</b>	<b>\$57.42</b>	<b>\$58.28</b>

\*Casual Console Operator "Normal Rate" incorporates the casual loading.

**2.2 Catering Division Employees (Per Week)**

<b>POSITION</b>	<b>CURRENT</b>	<b>First full pay period on or after 1 Apr 2021</b>	<b>First full pay period on or after 1 Apr 2022</b>	<b>First full pay period on or after 1 Apr 2023</b>
<b>Kitchen Attendant</b>				
Level 1 - 1st year	\$954.25	\$967.60	\$982.11	\$996.84
Level 1 - 2nd year	\$969.70	\$983.27	\$998.01	\$1,012.98
Level 2 - 1st year	\$993.90	\$1,007.81	\$1,022.92	\$1,038.26
Level 2 - 2nd year	\$1,009.30	\$1,023.43	\$1,038.78	\$1,054.36
Level 3 - 1st year	\$1,023.05	\$1,037.37	\$1,052.93	\$1,068.72
Level 3 - 2nd year	\$1,038.75	\$1,053.29	\$1,069.08	\$1,085.11
<b>Food &amp; Beverage Attendant</b>				
Level 2 - 1st year	\$993.95	\$1,007.86	\$1,022.97	\$1,038.31
Level 2 - after 1 year	\$1,009.30	\$1,023.43	\$1,038.78	\$1,054.36
Level 3 - 1st year	\$1,023.05	\$1,037.37	\$1,052.93	\$1,068.72
Level 3 - after 1 year	\$1,038.75	\$1,053.29	\$1,069.08	\$1,085.11
Level 4 - 1st year	\$1,067.30	\$1,082.24	\$1,098.47	\$1,114.94
Level 4 - after 1 year	\$1,084.40	\$1,099.58	\$1,116.07	\$1,132.81

POSITION	CURRENT	First full pay period on or after 1 Apr 2021	First full pay period on or after 1 Apr 2022	First full pay period on or after 1 Apr 2023
<b>Function &amp; Beverage Coordinator</b>	\$1,084.40	\$1,099.58	\$1,116.07	\$1,132.81
<b>Cook</b>				
Level 4 - 1st year	\$1,067.30	\$1,082.24	\$1,098.47	\$1,114.95
Level 4 - after 1 year	\$1,084.40	\$1,099.58	\$1,116.07	\$1,132.82
Level 5 - 1st year	\$1,138.65	\$1,154.59	\$1,171.90	\$1,189.47
Level 5 - after 1 year	\$1,155.25	\$1,171.42	\$1,188.99	\$1,206.82
Level 6 - 1st year	\$1,223.25	\$1,240.37	\$1,258.97	\$1,277.85
Level 6 - after 1 year	\$1,294.30	\$1,312.42	\$1,332.10	\$1,352.08

### 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 United Workers Union and the Joint Parliamentary Service Committee of September 2004.

	First full pay period on or after 1 Apr 2021	First full pay period on or after 1 Apr 2022	First full pay period on or after 1 Apr 2023
Kitchen Attendant Level 1	\$38.71	\$39.29	\$39.87
Kitchen Attendant Level 2	\$40.51	\$41.11	\$41.72
Kitchen Attendant Level 3	\$41.72	\$42.34	\$42.97
Food & Bev Attendant Level 2	\$40.51	\$41.11	\$41.72
Food & Bev Attendant Level 3	\$41.72	\$42.34	\$42.97
Food & Bev Attendant Level 4	\$43.51	\$44.16	\$44.82
Cook Level 4	\$43.51	\$44.16	\$44.82
Cook Level 5	\$46.42	\$47.11	\$47.81
Cook Level 6	\$49.85	\$50.59	\$51.34

## APPENDIX 2: REDEPLOYMENT, RETRAINING AND REDUNDANCY

### Principles

1. The parties acknowledge the following principles that outline the core elements proposed for a redeployment, retraining and redundancy policy for Legislative Council.
2. The parties acknowledge that this policy is not intended to cover performance-related matters and/or misconduct.
3. Parliament House is a dynamic workplace with diversity of skills, capabilities and employees. This policy recognises this diversity and the challenges that the wider economic environment will place on the:
  - a. need for increased flexibility towards changing skills sets;
  - b. the retention of existing skills and capabilities over time; and
  - c. managing service delivery within available resources.
4. The Employer will manage workforce careers, training and redeployment to meet current and future service delivery and capability needs within the agency and, wherever possible, limit the use of term contract and labour hire staff.
5. The employees will adapt and develop capabilities to meet changing needs and challenges and those who are engaged on an ongoing basis and become displaced as a result of restructuring ("declared excess employees") will engage in opportunities for retraining and redeployment.
6. If the Employer undertakes a review/realignment/restructure/reorganisation it will consult with employees/employee associations and actively case-manage an employee declared excess (refer to "responsibilities section").
7. An employee declared excess will be advised in writing to that effect: provided with access to and considered for vacancies and invited to consider voluntary separation with appropriate payments.
8. Where an employee declared excess has been unsuccessful in obtaining an alternative ongoing position in the SA Public Sector after a redeployment period of 12 months (since written advice of being declared excess), they may be separated with a suitable payment.

### Responsibilities

9. The **Commissioner for Public Sector Employment** will: provide an electronic jobs vacancy facility (e.g. [iworkfor.sa.gov.au](http://iworkfor.sa.gov.au)) to assist excess employees access suitable alternative roles in a more timely manner.

#### 10. Parliament House will:

Ensure compliance with the applicable industrial instruments (enterprise agreements and awards) and the relevant Commissioner's determinations or guidelines including:

- 10.1 Consult with employees and employee associations about the process for management of excess employees;
- 10.2 Invite relevant employee associations to provide feedback on the compliance with the objectives of this Appendix including the processes and obligations;
- 10.3 Ensure that in any functional area under consideration of review/realignment/restructure/reorganisation (however described) all statements of duties being undertaken are up to date and approved.
- 10.4 Ensure that the use of term contract and labour hire staff is reduced wherever possible.
- 10.5 Provide pre-publication access to an electronic jobs vacancy facility (e.g. [iworkfor.sa.gov.au](http://iworkfor.sa.gov.au)) for both excess employees and their case manager to assist in identifying excess employees access suitable alternative duties roles in a more timely manner.
- 10.6 Provide oversight of the case management system for redeployees.

- 10.7 Consider and review the use of labour hire agency usage covered by this enterprise agreement to assist in the placement of excess employees into alternative roles.
- 10.8 Where such information is available, provide a schedule of existing term contracts with expiration dates for a particular excess employee's classification level to the case manager at the outset of the employee's declaration of being excess.
- 10.9 Actively case-manage excess employees to effectively assist in any transition to new roles including:
  - i. providing access to vacancies and interview/active consideration for a role (which may occur at the same time as the role is being advertised) where an excess employee is identified for/applies for a vacancy and there is a skills and capabilities match;
  - ii. provide access to retraining support that may be available in accordance with terms and conditions specified from time to time, including arrangements that may apply to particular occupational groups, agencies or restructures; and
  - iii. adhere to voluntary separation arrangements and/or release of an employee.
- 10.10 At the request of a case manager (which may be from another agency), provide a report of existing term contracts with expiration dates for a particular excess employee's classification level where such information is available.

## **11 Consideration prior to any declaration of any employee as excess**

- 11.1 Prior to considering whether any employee is excess to requirements (and formally declaring them as excess), the Employer will consider the employee for suitable alternative duties within Parliament House that are available or likely to become available within a reasonable time and into which the employee could be assigned, with the provision of necessary support and additional training to the employee.
- 11.2 Prior to considering whether any employee is excess to requirements (and formally declaring them as excess) the Employer will take active steps to ensure that the employee is considered for suitable alternative duties in other public sector agencies with the provision of necessary support and additional training; this will include for vacancies that may be advertised.
- 11.3 The Employer must make every endeavour to re-assign employees under consideration of being declared excess which can include appropriate support and training for the employee.
- 11.4 Labour hire / Contract for service – Prior to declaration of Excess:

Where the Employer is considering declaring excess any number of employees, the engagement of all contract for service or labour hire staff (however described) at the classification level(s) equal to the number of employees under consideration of being declared excess must cease where those employees under consideration of being declared excess will be able to perform the duties with support and training.

- 11.5 Term contracts – Prior to declaration of Excess:

The Employer must ensure that term contracts are not renewed or 'rolled over' where there is an employee potentially under consideration of being declared excess in that agency at the same classification level who would be able to perform the duties with support and training.

## **12 Performance Issues**

- 12.1 An employee must not be declared excess as a measure to avoid management of unsatisfactory performance by the employee. Fair process requires that unsatisfactory performance (including misconduct) is managed in accordance with the CPSE Guideline – Management of Unsatisfactory Performance (Including Misconduct).
- 12.2 Unsatisfactory performance matters cannot be taken into account in any assessment of an excess employee's suitability for redeployment to a vacancy unless they have been properly



and contemporaneously recorded and addressed with the employee at that time. Where these records exist, they are to be made available to both the excess employee and their case manager as part of the assessment for suitability process.

### **13 Notification of Declaration of Excess to Employees**

13.1 An employee who the Employer has decided is excess to requirements must be formally advised in writing of this decision.

13.2 This notification will include:

- i. a statement as to the reason(s) the employee has become excess to requirements;
- ii. full details in writing of the relevant sub clauses of this Appendix with regard to the redeployment process, employee support and training and case management process available to them as an excess employee;
- iii. details of the Case Manager assigned to the employee;
- iv. an invitation to the employee to consider resignation upon appropriate payments;
- v. a statement of the employee's obligations in the redeployment and retraining processes in the same terms as clause 14 of this Appendix.

### **14 Excess Employees**

14.1 Are responsible for actively adapting and developing their skills including:

- i. Following receipt of written advice of being declared an excess employee, actively consider and indicate their preferred option: to either work to secure another ongoing role/position i.e. redeployment; seek the applicable case manager's assistance; or seek an invitation for an early separation payment.
- ii. Co-operating with Parliament House or an agency to which they may be assigned, participate in re/training opportunities and make every effort to adapt to and undertake the role/s or position/s identified or into which she/he is placed or assigned.
- iii. Work with an agency nominated person or external service provider who is allocated to assist with a restructure and/or redeployment, including counselling; skills and capability development; and consideration of opportunities within the public or private sectors.
- iv. Must accept as quickly as possible and must not refuse assignment or placement into an alternative or another role/position that is a reasonable match with their skills and capabilities (incl. with training).
- v. Continue to be subject to processes and requirements (legislative, policy and administrative) applicable to a Parliament House employee.

### **15 Application of separation payments**

15.1 An excess employee has the right to give notice at any time that they wish to accept a voluntary separation payment. The Employer will make an offer of voluntary separation payment available when such notice is given.

15.2 A redeployee will be required to provide 14 days' notice to terminate their employment (or less by agreement).

15.3 The basis for calculating the voluntary separation payment is 10 weeks' pay plus 2 weeks' pay per year of service to a maximum of 52 weeks. This is in accordance with the Treasurer's Budget Statement of June 2014.



- 15.4 An excess employee will have a minimum of 21 days to respond to any offer of a voluntary separation payment.
- 15.5 Subject to the terms of clause 16.2 Variation to the twelve month redeployment period of this appendix, an excess employee who indicates that they wish to accept a voluntary separation payment will be entitled to the following redundancy payments:
  - i. An excess employee who has been a redeployee for between 0 to 3 months from date of formal written declaration of excess is entitled to redundancy pay equal to 100% of the voluntary separation payment prescribed in clause 15.3 plus a lump sum payment of \$15,000; or
  - ii. An excess employee who has been a redeployee for more than 3 months and up to 12 months from date of formal written declaration of excess is entitled to redundancy pay equal to 100% of the voluntary separation payment prescribed in clause 15.3 ; or
  - iii. An excess employee who has been a redeployee for more than 12 months from date of formal written declaration of excess is entitled to redundancy pay equal to 75% of the voluntary separation payment prescribed in clause 15.3.

## **16 Twelve month redeployment period**

- 16.1 The 12 month redeployment period as an excess employee commences at the date the employee acknowledges receipt by signature of the written advice that they have been declared excess.
- 16.2 Variation to the twelve month redeployment period;
- 16.3 For the purposes of calculating the 12 month redeployment period (since written advice of being declared excess):
  - i. The period of time from application to acceptance of a compensable workplace injury claim will not be included.
  - ii. In the event that a claim for a compensable workplace injury is initially rejected and subsequently accepted, the period of time from original application to final acceptable will not be included.
- 16.4 Deferment of the Redeployment Period;
  - 16.4.1 The Employer will defer a redeployment period where an employee has been declared as excess (and formally notify employees accordingly), on the basis of them being absent from duty by reason of:
    - i. Parental leave; or
    - ii. Defence reserve leave; or
    - iii. Where an employee is in receipt of weekly payments for a compensable workplace injury or illness and/ or subject to a Rehabilitation and Return to Work Plan in respect of such injury or illness.
  - 16.4.2 The 12 month redeployment period may be deferred in whole or in part on the grounds of exceptional personal circumstances. The Employer is required to seek advice from the CPSE and is not to delegate this decision-making function.

## **17 Timeframes for the redeployment and retraining process**

- 17.1 21 Days: A Redeployment Plan based on the Skills, Knowledge and Attributes Assessment is mandatory for all excess employees who have not expressed an immediate interest in separation and must be completed and provided to the employee, 21 days from the date the employee acknowledges receipt by signature of the written advice that they have been declared excess.  
 Note: A decision to seek redeployment does not preclude an employee from exercising their right at any time to give notice that they wish to accept a voluntary separation payment.

17.2 The Redeployment Plan will be reviewed by the case manager and the excess employee at regular intervals and in any event at the expiration of the first three months of the redeployment period.

17.3 6 Months: Within the first 6 months of an employee being declared excess, the applicable case manager must attempt to identify at least one vacancy/assignment of suitable ongoing duties, or term/contract duties of no less than 12 months, that are a reasonable match with the employee's skills and capabilities (including with support and training).

17.4 In the event that this does not occur, the case manager must meet with the employee and their representative (if applicable) to discuss and review the employee's Redeployment Plan.

## **18 Support, training and case management**

18.1 Redeployment Plan and Skills Profile – Assessment of Transferable Skills.

18.2 Unless an employee has expressed an immediate interest in separation, the case manager will be required to develop, in collaboration with the excess employee, an individual skills profile incorporating an assessment of the employee's transferable, generic skills, knowledge and attributes, in particular relevant to a public sector context at the employee's classification level or equivalent. This skills profile will be incorporated into a Skills, Knowledge, Attributes Assessment Template which will form part of the employee's Redeployment Plan, to be jointly developed by the excess employee and their case manager. This Plan will contain agreed tasks and timelines for both case manager and excess employee.

18.3 Undertaking and completing the Skills, Knowledge, Attributes Assessment Template and Redeployment Plan is the first operational priority of the case manager in the redeployment process. A Redeployment Plan based on the Skills, Knowledge, Attributes Assessment is mandatory for all excess employees seeking redeployment and must be completed and in the hands of the employee in accordance with clause 14 (a) of this Appendix.

18.4 Support and Training:

- i. An excess employee will receive the appropriate level of support and training which is identified in the employee's Redeployment Plan and Skills, Knowledge, Attributes Template. The case manager may seek necessary approval from the employee's agency for reasonable support services and retraining to occur within a reasonable timeframe. Support services could include, but are not restricted to, skills analysis incorporating assessment of transferable skills, career advice, counselling and individual support services and retraining, including to enhance employability or to address perceived skills deficits.
- ii. Where there is disagreement between the case manager and the employee about the reasonable support services and retraining the matter will be referred to the relevant HR Director in the employee's agency.

18.5 Case Management Co-ordination:

- i. Case management of all excess employees covered by this enterprise agreement will be managed and co-ordinated through one common database.
- ii. This common database will be fully operational within nine months of approval of this enterprise agreement.

18.5.1 Continuous, Active Case Management:

- i. The case manager will advocate in support of the excess employee's job search, in particular with vacancy managers, and will identify whatever professional support is required and the employee's relevant transferable skills for referral to any vacancy.

- ii. Case managers should encourage vacancy managers to not take an unnecessarily technical approach to the employee's transferable skills and suitability for a vacancy.

#### 18.5.2 Support for Excess Employees:

- I. The case manager will be required to look after the best interests of the excess employee and to meet Parliament House's needs.
- II. The case manager is to consult with the excess employee during the pre-publication period for each vacancy considered for referral.
- III. An excess employee seeking redeployment will be provided with, at the initiative of the case manager, regular contact and monthly reports of case management activity and support on their behalf throughout the entire period of their being excess, including during temporary assignments.
- IV. To ensure the success of a placement case managers will continue to be available as may be required for a reasonable period of time after redeployment of the excess employee and in any event, until completion of any support and training plan that may have been put in place.

### 19 Vacancy Management and Excess Employee Vacancy Rights

#### 19.1 Labour Hire / Contract for Service – Excess Employees:

- 19.1.1 Consistent with clause 11 of this Appendix Labour hire / Contract for service – Prior to Declaration of excess, employees declared excess must be actively considered, with appropriate support and training, for suitable duties as set out in clause 20.2 of this Appendix previously carried out by contract for service or labour hire staff (however described). In that consideration, case managers must make every effort to develop assignment opportunities amounting to twelve months or more.

#### 19.2 Term Contracts – Excess Employees:

- 19.2.1 Where the Legislative Council has term contracts (however described) and an employee declared excess at the same classification level, The Employer must ensure that term contracts (however described) are not renewed or 'rolled over' without first considering if the duties are suitable for the employee declared excess with appropriate support and training.

- 19.3 The Employer must ensure that a vacancy, whether described as temporary, term or ongoing, does not proceed to the publication lodgement stage where there is a suitable excess employee, with appropriate support and training, in that agency at the same classification level.

#### 19.4 Public Sector Wide Access to Vacancies:

- 19.4.1 For all employment to which this Enterprise Agreement applies, any excess employee, no matter where employed, will have pre-publication access to any suitable public sector vacancies in employment in agencies covered by this Enterprise Agreement. This does not prevent a case manager from enquiring about and advocating for vacancies in any public sector agencies.

#### 19.5 Vacancy Database Access:

- 19.5.1 Both the excess employee and their case manager will have pre-publication access to the [iworkfor.sa.gov.au](http://iworkfor.sa.gov.au) (for employment classifications to which this Enterprise Agreement applies), including during any period when the excess employee is in a temporary assignment.

#### 19.6 Pre-Publication Vacancy Access Timeframe:

19.6.1 For employment classifications to which this Enterprise Agreement applies, the period of pre-publication access will be four business days before a lodged vacancy can be published on [iworkfor.sa.gov.au](http://iworkfor.sa.gov.au).

19.6.2 The four business days is the period during which an excess employee's case manager may express an interest on behalf of the employee after which the vacancy is placed on hold until the proper assessment of the employee's suitability has been completed, which may not necessarily be within four business days.

**19.7 Release of a Hold on a Pre-Publication Vacancy:**

19.7.1 In the event of disagreement about releasing any vacancy placed on hold for publication, the matter will be in the first instance referred by the case manager to the Employer.

**19.8 Access to Applicant Pools:**

19.8.1 Provided that the intention to do so is clearly advertised from the outset, a public sector agency may establish a pool of suitable applicants from which further selections may be made to appoint employees to perform duties of a particular class as from time to time required, including, and subject to that prior advertisement, by causing appointments to be made on the basis of merit from among persons who were suitable applicants for similar duties within the previous 12 months.

19.8.2 When such a pool intention or order of merit is first advertised, the case manager of an excess employee at the same substantive level can ask the vacancy manager to register the excess employee at the same classification level as the first person for consideration for the first vacancy. This is irrespective of whether the pool intention or order of merit is typified as casual, temporary, term or ongoing.

19.8.3 Where an excess employee or their case manager is aware of an existing pool or order of merit still current from some period in the previous 12 months, the case manager can ask the vacancy manager to register an excess employee at the same classification level as the first person for consideration for any vacancy.

19.8.4 Where more than one excess employee is registered for a pool or order of merit, the excess employee most readily suitable, even with appropriate support and training, as determined by the relevant case managers and the vacancy manager will be redeployed. Remaining excess employees, and any newly registered excess employee, will be considered on the same basis for any subsequent vacancies arising.

**19.9 Withdrawn Vacancies:**

19.9.1 This clause applies if a case manager genuinely believes that a vacancy has been withdrawn or effectively re-advertised following an earlier vacancy on [iworkfor.sa.gov.au](http://iworkfor.sa.gov.au) site being withdrawn. In the event that a vacancy was withdrawn, the case manager will notify the vacancy manager of the intention to intervene. In the event that a vacancy has been re-advertised, the case manager may place a (pre-publication) hold on the vacancy or, post publication, notify the vacancy manager of the intention to advise the Employer.

**19.10 Access to Applicant Pools:**

19.10.1 Provided that the intention to do so is clearly advertised from the outset, a public sector agency may establish a pool of suitable applicants from which further selections may be made to appoint employees to perform duties of a particular class as from time to time required, including, and subject to that prior advertisement, by causing appointments to be made on the basis of merit from among persons who were suitable applicants for similar duties within the previous 12 months.

- 19.10.2 When such a pool intention or order of merit is first advertised, the case manager of an excess employee at the same substantive level can ask the vacancy manager to register the excess employee at the same classification level as the first person for consideration for the first vacancy. This is irrespective of whether the pool intention or order of merit is typified as casual, temporary, term or ongoing.
- 19.10.3 Where an excess employee or their case manager is aware of an existing pool or order of merit still current from some period in the previous 12 months, the case manager can ask the vacancy manager to register an excess employee at the same classification level as the first person for consideration for any vacancy.
- 19.10.4 Where more than one excess employee is registered for a pool or order of merit, the excess employee most readily suitable, even with appropriate support and training, as determined by the relevant case managers and the vacancy manager will be redeployed. Remaining excess employees, and any newly registered excess employee, will be considered on the same basis for any subsequent vacancies arising.

#### 19.11 Withdrawn Vacancies:

This clause applies if a case manager genuinely believes that a vacancy has been withdrawn or effectively re-advertised following an earlier vacancy on [iworkfor.sa.gov.au](http://iworkfor.sa.gov.au) site being withdrawn. In the event that a vacancy was withdrawn, the case manager will notify the vacancy manager of the intention to intervene. In the event that a vacancy has been re-advertised, the case manager may place a (pre-publication) hold on the vacancy or, post publication, notify the vacancy manager.

## 20 Assignment for the Purposes of Redeployment

- 20.1 An excess employee does not relinquish their ongoing status for the purposes of redeployment and may not be asked or required to do so as a condition of redeployment. This means an excess employee who may be offered duties of a term nature retains their employment status as an ongoing employee.
- 20.2 Suitable Duties:
- 20.2.1 Suitable duties are duties (which may also be described as a role or position) which an excess employee could reasonably be expected to perform to a reasonable standard, within a reasonable period of time and with a reasonable level of training, education and/or other support.
- 20.2.2 Unless the employee agrees, or requests otherwise, duties which require some a variation to the excess employee's full time or part time hours of work per week will not be considered to be suitable.
- 20.2.3 Consideration for assignment of an excess employee to suitable duties will include the following:
- i. due consideration to the employee's personal circumstances;
  - ii. the distance from home to the workplace(s) (providing every effort is made so as not to require relocation of the employee's household);
  - iii. any potential variation to existing starting and finishing times.
- 20.2.4 While the transfer of an excess employee to suitable duties does not require the agreement of the employee, every effort will be made to assign an excess employee to suitable duties by agreement.
- 20.2.5 A suitable role, duties or position may be at a lower classification/remuneration level than an employee's current substantive classification level, providing the classification does not

provide a salary of less than 75% of the employee's substantive salary. Transfer of excess employees to duties, roles or positions with a lower classification/remuneration level should only be considered when other options provided for in the Public Sector Act and this Appendix have been exhausted.

#### **20.2.6 Merit-Based Selection Process:**

- i. An employee who has been declared excess to the requirements of a public sector agency is not required to undertake a merit selection process (including application and a formal interview process) when being considered for any role, duties or position.
- ii. Where a vacancy filling process has commenced and a case manager has referred an excess employee for that vacancy, the vacancy manager is required to consider the excess employee separately and prior to consideration of any other applicants for that vacancy.

#### **20.2.7 Assessment for Redeployment to a Vacancy:**

- i. The assessment for redeployment to a vacancy will require the excess employee, their case manager and the vacancy agency manager to complete an Assignment Support and Training Needs Assessment Template incorporating the employee's transferable skills, a skills deficit assessment against the requirements of the vacancy duties (not person) specification and a support and training program where required to address that deficit, to a reasonable standard of performance within a reasonable period of time.
- ii. In the event that an excess employee is not redeployed to a vacancy the matter will be referred by the case manager in the first instance to the Secretary of the Employer; the vacancy will remain on hold.
- iii. In the event that resolution is not reached the matter may be referred immediately to the South Australian Employment Tribunal for resolution as described in clause 35.1.1.3 of this Enterprise Agreement. The vacancy will remain on hold until a resolution is reached.

#### **20.2.8 Assessment for Redeployment to a Vacancy – More Than One Excess Employee**

- i. In the event that the case managers of more than one excess employee express interest in one vacancy the full assessment of both/all excess employees needs to be undertaken. The excess employee most readily suitable, even with support and training, as determined by the relevant case managers and the vacancy manager will be the one to be redeployed.
- ii. In the event of disagreement the matter will be referred by the case manager in the first instance to the Employer.
- iii. In the event that resolution is not reached the matter may be referred immediately to the South Australian Employment Tribunal for resolution as described in clause 35.1.1.3 of this Enterprise Agreement. The vacancy will remain on hold until a resolution is reached.

#### **20.2.9 Redeployment to a Lower Classification Level**

- 20.2.9.1 Where an excess employee elects to apply for a vacancy at a lower classification level, the case manager will place the vacancy on hold and make contact with the vacancy manager and make representation on the employee's behalf. The excess employee will not be required to participate in any merit-based selection process (including application and a formal interview process). The redeployed employee's income maintenance will be in accordance with the transfer arrangements in CPSE Determination 2 Excess Employees – Income Maintenance at their substantive classification level.

#### 20.2.10 Temporary Placements

- i. An excess employee who has been assigned to an ongoing vacancy may not be subject to any probation or 'trial' period, however represented. An excess employee assigned to an ongoing vacancy is declared no longer excess to requirements and becomes an ongoing employee of the vacancy agency for all purposes.
- ii. A temporary placement is where an excess employee is assigned to temporary duties of less than twelve months for purposes such as skills development and forms part of the Redeployment Plan. The case manager may request that the employee's manager provide a written assessment of the employee during the placement period in the agency.

#### 20.2.11 Temporary Assignments

20.2.11.1 In the event that an excess employee seeking redeployment is given a temporary assignment (that is one of less than 12 months), the employing agency is to be made aware from the outset by the case manager that at any point in the assignment, the excess employee may be redeployed to an assignment which releases them from being declared excess, or to one that in the assessment of the case manager and employee provides a better prospect of their being released from being declared excess.

#### 20.2.12 Notification of Duties and Working Arrangements

20.2.12.1 As part of the assignment to suitable duties as set out in clause 20.2 of this Appendix, the Case Manager will provide the following information in writing to the excess employee:

- i. A statement of duties (which may be described as a job description or role statement) by the agency in which the suitable duties has been identified;
- ii. A statement of the required support and training, including any approved expenditure and timeframes;
- iii. A statement of the relevant working arrangements.

#### 20.2.13 Employees' Options for Review:

20.2.13.1 An employee's rights of review in relation to matters in this Appendix can be referred to the Employer.

Note: These provisions respectively require the Employer to endeavour to resolve the matter by conciliation, and for resolution of the dispute through workplace level discussions.

### 21 Declaring an employee as no longer excess

21.1 An employee who is placed in an ongoing or term/contract (however expressed) employment of no less than 12 months must be formally advised that they are no longer an excess employee.

21.2 For the purpose of determining whether an employee has been placed in employment of no less than 12 months, the 12 month period will include the cumulative effect of extensions undertaking the same or similar duties.

#### 21.3 Employees Who Are No Longer Excess

21.3.1 An employee who has been formally advised that they are no longer an excess employee will be treated in the same manner as any other ongoing employee before any consideration is given to declaring the employee excess again.

#### 21.4 OBLIGATIONS PRIOR TO TERMINATING EMPLOYMENT OF AN EXCESS EMPLOYEE

21.4.1 For all employment to which this Enterprise Agreement applies, the Employer must fully comply with this Appendix and its sub clauses before the Employer proposes terminating the employment of an excess employee. The Employer must be satisfied that the following obligations have been complied with, namely the Employer must:

- i. have made reasonable endeavours to find, but failed to find, other suitable duties in the agency or other public sector employment to which the employee may be assigned or transferred on conditions that maintain the employee's remuneration level; and
- ii. have informed the CPSE of the grounds on which it is proposed to terminate the employment of the employee and the processes leading up to the proposal to terminate; and have considered any advice given by the Commissioner within 14 days as to the adequacy of the processes.

## 21.5 REVIEWS

### 21.5.1 Review of Documentation

21.5.1.2 The parties to this Enterprise Agreement commit to a full joint review of all documentation supporting the operation of this Appendix. This is to include development of a recommended:

- i. Redeployment Plan Template;
- ii. Skills, Knowledge, Attributes Assessment Template;
- iii. Assignment Support and Training Needs Vacancy Assessment Template (incorporating transferable skills, knowledge and attributes) as a matching tool; and
- iv. Dispute Template to expedite matters formally escalated for resolution by the case manager.

21.5.1.3 This review and the documentation are to be completed within four months of the approval of this Enterprise Agreement.



## APPENDIX 3: INJURY AND INCOME PROTECTION POLICY

### 1. Preamble

- 1.1 Under this new 'Injury and Income Protection' policy an eligible worker will receive entitlements as outlined in this policy.

### 2. Funding arrangements

- 2.1 The funding arrangements for this policy shall be provided within the budget process of Parliament House.

### 3. Administration of this policy

- 3.1 The responsibility for administering this policy is vested in the Employer.
- 3.2 In administering this policy the Employer shall provide procedural fairness when making potentially adverse decisions affecting injured workers.

### 4. Definitions

- 4.1 This policy applies to workers who have an accepted claim pursuant the *Workers Rehabilitation and Compensation Act 1986* or the *Return to Work Act 2014* and meet the eligibility requirements of this policy.
- 4.2 "Benefits" means weekly payments of income maintenance or medical and like expenses.
- 4.3 "Financial support" means the weekly payments of income support made pursuant to this policy.
- 4.4 "Independent Medical Adviser" in this policy means an Independent Medical Adviser as listed on the South Australian Employment Tribunal website ([www.saet.sa.gov.au](http://www.saet.sa.gov.au)).
- 4.5 "Notional Weekly Earnings" within this policy means the "Salary as specified for the eligible worker's classification in the applicable Enterprise Agreement".
- 4.6 "Retirement" in this policy has the same meaning as 'retiring age' as defined in section 44 of the *Return to Work Act 2014*.
- 4.7 "Recovery/return to work plan" includes a recovery/return to work plan established or continuing under this policy.

### 5. Mutual obligations

- 5.1 A worker while in receipt of benefits pursuant to this policy is entitled to expect—
- (a) The employer to continue to actively manage the worker's injury, to provide services and to participate and cooperate in assisting the workers recovery and return to work; and
  - (b) A worker may reasonably request the employer to review the provision of any service to the worker under this policy or to investigate any

circumstance where it appears that the employer is not complying with any requirement of this policy.

**5.2 A worker while in receipt of benefits pursuant to this policy must—**

- (a) participate in all activities designed to enable the worker to recover and return to work as soon as is reasonably practicable; and
- (b) without limiting paragraph (a)—
  - (i) participate and cooperate in the establishment of a recovery/return to work plan; and
  - (ii) comply with obligations imposed on the worker by or under a recovery/return to work plan; and
- (c) ensure that the employer is provided with current medical certificates (in a designated form provided by recognised health practitioners not inconsistent with the *Return to Work Act 2014*) with respect to any incapacity for work for which financial support is being provided under this policy so as to provide evidence to support the continuation of those payments; and
- (d) return to suitable employment when reasonably able to do so; and
- (e) take reasonable steps to mitigate any possible loss on account of the work injury.

**6. Return to work commitment**

**6.1 Whereas:**

- (a) the parties agree that a return to work within the meaning of the *Return to Work Act 2014* is always the objective in the case of any work injury;
- (b) the unions and workers covered by this agreement will reasonably support and cooperate in the pursuit of this objective as required by the *Return to Work Act 2014* and this agreement.

**7. Coverage & benefits - injuries on or after 1 July 2015**

**7.1 Those workers who are injured on or after 1 July 2015 in circumstances where the worker:**

- (a) is temporarily or permanently incapacitated for work as a result of a physical or psychological injury sustained when he or she was on duty or lawfully exercising the duties of a worker in their employment; and
- (b) the injury—
  - i. resulted from conduct directed at the worker that constitutes a criminal offence; or
  - ii. occurred as a direct and immediate result of conduct by another person that constitutes a criminal offence in the course of the workers employment or conduct by another person that appears to be criminal; or
  - iii. occurred as a direct and immediate result of conduct by another person that constitutes a criminal offence; or
  - iv. occurred in other circumstances where the worker is placed in a dangerous situation in the course of, or as a consequence of, acting in, or engaging in, their duties or position excluding psychological injury other than that caused as a consequence of a specific incident or incidents.
- (c) has an accepted claim pursuant to the *Return to Work Act 2014*; and

- (d) has had their individual entitlements exhausted pursuant to the *Return to Work Act 2014*; and
- (e) has not been assessed as having a 30% or more Whole Person Impairment (WPI); and
- (f) has not made a return to work within the meaning of the *Return to Work Act 2014*;

will be provided on the following basis:

- 7.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer); or
- 7.3 A redemption of medical expenses referred to in 7.2.
- 7.4 In the case of financial support:
  - (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the mutual obligations set out in this policy; or
  - (b) A redemption of 7.4(a).

#### **8. Coverage & benefits - injuries prior to 1 July 2015**

- 8.1 Those workers who were injured prior to 1 July 2015 in circumstances of 7.1(a) and (b); and
  - (a) have an accepted claim pursuant to the *Workers Rehabilitation and Compensation Act 1986/Return to Work Act 2014*; and
  - (b) have had their individual entitlements exhausted pursuant to the *Return to Work Act 2014*; and
  - (c) have not been assessed as having a 30% or more Whole Person Impairment (WPI); and
  - (d) have not made a return to work within the meaning of the *Return to Work Act 2014*;

will be provided on the following basis:

- 8.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer); or
- 8.3 A redemption of medical expenses referred to in 8.2.
- 8.4 In the case of financial support:
  - (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Workers Rehabilitation and Compensation Act 1986* and meeting the obligations set out in this policy, or
  - (b) a redemption of 8.4(a); or
  - (c) payment of an amount equivalent to the payment to which the worker would have been entitled to under section 39 of the *Return to Work Act 2014* had their compensable injury occurred after 1 July 2015.

- 8.5 Any financial support provided for in this policy shall be discounted to the extent of any payment made pursuant to *Part 4, Division 6 of the Return to Work Act 2014*.
- 9. Work capacity review provision - as referred to in 7.4(a) and 8.4(a)**
- 9.1 In regard to 7.4(a) and 8.4(a), a worker's entitlement to financial support pursuant to this policy does not commence, or if having commenced, ceases, unless the worker is assessed by the employer as:
- (a) having no current work capacity; and
  - (b) likely to continue indefinitely to have no current work capacity;
- Or
- (c) being in employment, and that because of the compensable injury the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.2 A review of the assessment of a worker under 9.1 may be conducted by the employer at any time and must be conducted as often as may be reasonably necessary, being at least once in every 2 years.
- 9.3 An assessment under 9.1 may be conducted before or after the period of financial support provided pursuant to the *Return to Work Act 2014* has been exhausted.
- 9.4 A worker receiving financial support under this policy shall continue to receive such financial support unless or until the employer has assessed whether the worker may be considered as:
- (a) having no current work capacity; and
  - (b) likely to continue indefinitely to have no current work capacity.
- 9.5 The employer must not discontinue the financial support under this policy on the basis of a work capacity assessment until it has given the worker 13 weeks notice in writing of the proposed discontinuance. Such notice must not be given unless and until the assessment referred to herein has been undertaken.
- 9.6 A worker who is, or has been, entitled to financial support under this policy may apply to the employer for a decision that the worker's entitlement to financial support under this policy does not cease.
- 9.7 The employer, upon receipt of an application under 9.6 may decide that the worker's financial support under this policy does not cease as contemplated by 9.1 if the employer is satisfied that the worker is in employment and that because of the work injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.8 The employer:
- (a) must within 90 days of receiving an application under 9.6, make or refuse to make a decision under 9.7 and advise the worker in writing of its decision (unless the employer requires an extension of time because of the operation of paragraph (b)); and
  - (b) must not refuse to make a decision under 9.7 on the ground that the employer is not satisfied under the requirements of that clause unless—
    - i. the employer has referred the medical question whether, because of the injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work, and if not so

incapable, what further or additional employment or work the worker is capable of undertaking, for the opinion of an Independent Medical Adviser ('IMA'); and

- ii. the opinion of the 'IMA' is that the worker is not so incapable and specifies what further or additional employment or work the worker is capable of undertaking.

9.9 If the employer makes a decision under 9.7, the worker is entitled to financial support in accordance with clause 7.4 (for injuries occurring on or after 1 July 2015) or 8.4 (for injuries occurring prior to 1 July 2015).

9.10 The entitlement to financial support under 9.9 continues until—

- (a) the employer ceases to be satisfied as to the matters specified in 9.7; or
- (b) the worker otherwise ceases to be entitled to financial support under this policy.

## **10. Ceasing of benefits**

10.1 In regard to a worker's entitlement to financial support ceasing for any reason other than on the basis of a work capacity assessment, 28 days notice outlining the reasons for discontinuance is to be provided before the discontinuance of financial support.

10.2 Benefits pursuant to this policy shall no longer apply in the event that an eligible worker in the view of the employer:

- a) Has "returned to work" under the *Return to Work Act 2014*; or
- b) Has had a Work Capacity Assessment the result of which is cessation of payments under clause 9.1 of this policy; or
- c) Fails to comply with the Mutual Obligations of this policy; or
- d) Receives a redemption of entitlements pursuant to the *Workers Rehabilitation and Compensation Act 1986* or the *Return to Work Act 2014*; or
- e) Retires, resigns or is terminated from employment; or
- f) Is in receipt of income or other financial benefits in lieu of wages; or
- g) Is classified as a seriously injured worker under the *Return to Work Act 2014*.

10.3 If a worker applies for and takes a period of annual or long service leave, the employer may suspend the financial support that would otherwise be payable to the worker during the period while the worker is on leave.

## **11. Provisions applicable to medical expenses**

11.1 In the case of 7.2 and 8.2, an eligible worker incurring medical expenses beyond the period provided for within the *Return to Work Act 2014* pursuant to this policy shall in the first instance claim such incurred expenses against the private health insurance policy held by the worker or, in the case of a worker whose private health insurance policy does not cover the particular item or who does not hold a private health insurance policy, from Medicare.

11.2 The worker may then claim 'out of pocket' costs against this policy for:

- (a) attendance, examination or treatment by a health practitioner including the obtaining of a certificate or report; or
- (b) any diagnostic examination or test required for the purpose of treatment by a health practitioner; or
- (c) any medical services which are included in the scales of charges published

by the Minister for Industrial Relations under section 33(12)(a) of the *Return to Work Act 2014*.

## **SCHEDULE 1 BUILDING ATTENDANTS/ PUBLIC SERVICE ASSOCIATION AGREEMENT**

### **AGREEMENT BETWEEN**

**THE PUBLIC SERVICE ASSOCIATION  
&**

**THE JOINT PARLIAMENTARY SERVICES COMMITTEE (JPSC)**

#### **Clause 1. Application of Agreement**

This agreement shall be binding on the Joint Parliament Services Committee and the Public Service Association of South Australian Incorporated in respect of employees engaged in the classifications of Building Attendants at Parliament House.

#### **Clause 2. Duration of Agreement**

This agreement shall come into force on the date of the resolution by the Joint Parliamentary Services Committee unless subsequently rescinded or superseded.

#### **Clause 3. Arrangement**

Arrangement Clause No.

Application of Agreement	1
Arrangement	3
Contract of Hiring	10
Duration of Agreement	2
Hours of Duty	5
Overtime	7
Recreation leave	8
Salaries	4
Shift Work Allowances	6
Sick Leave	9

**Clause 4. Salaries**

The salaries which shall be paid to employees employed in the classifications set out hereunder shall be as follows:-

Classification	Salary \$ p.a.
Building Attendants	
Operational Services Officer (OPS)	As per schedule – Operational Services Stream, Appendix 1A of the <i>Staff Employed Under the Parliament (Joint Services) Act 1985 Enterprise Agreement 2017</i>

**Clause 5. Hours of Duty****Senior Building Attendant Hours**

Hours of work shall be 150 in every 4-week period, to be worked over nineteen days, exclusive of Saturday, Sunday and meal breaks.

**Building Attendant Hours**

Hours of work shall be 150 hours over a 28-day cycle to be worked accordingly to a roster consisting of:-

7 x 6 hour shifts (Afternoon shift)

1 x 7 hour shift, 4 x 6 hour shifts (Day shift)

7 x 11 hour shifts (Night shift)

With one additional shift of seven hours will be worked in each 28-day cycle. Payment for this shift shall be at the rate of Time + 50% for the first three hours and Time + 100% thereafter.

**General Hand Hours**

Hours of work shall be 150 in every 4-week period, to be worked over 19 days, exclusive of Saturday, Sunday and meal breaks.

It is the Senior Building Attendant's responsibility to ensure that full shifts are covered during normal business hours Monday to Friday by having a minimum of three personnel on duty.

**Clause 6. Shift Allowances**

- (i) An employee whilst working on afternoon or night shift shall be paid for such shift 20.5% more than his ordinary rate of pay.
- (ii) An employee for work performed between midnight on Friday and midnight on the following Sunday shall be paid for such work fifty (50) per cent more than his ordinary rate of pay.
- (iii) An employee for work performed on a public holiday shall be paid for such work one hundred and fifty (150) per cent more than his ordinary rate of pay. Such extra rate shall be in substitution for and not cumulative upon the shift allowances prescribed in sub clause (i) and (ii) hereof.

**Clause 7. Overtime****Payment for Working Overtime**

All authorised time worked in excess of the normal rostered hours shall be treated as overtime and shall be paid at the rate of time + 50% for the first three hours and time + 100% thereafter.

If overtime is worked on a Public Holiday payment shall be at the rate of time + 150% for all time worked.



Provided that if the committee and the employee who has worked overtime agree, the employee may take time-off equal to the overtime worked in lieu of receiving payment for such overtime worked. Except for a Public Holiday where they should also receive time plus 50%.

In computing overtime payments, each day's work shall stand alone.

#### **Requirement to Work Reasonable Overtime**

An employee may be required to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

#### **Rest Period After Overtime**

An employee who works so much overtime between the termination of ordinary work on the one day and the commencement of ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this sub clause, be released after completion of such overtime until the employee has ten consecutive hours off duty without loss of pay for ordinary time occurring during such absence.

If on instructions of the employer, such an employee resumes or continues to work without having eight consecutive hours off duty, the employee shall be paid at appropriate overtime rates until the employee is so released and the employee shall then be entitled to be absent until the employee has eight consecutive hours off duty without loss of pay occurring during such absence.

#### **Meal Allowance**

The meal allowances payable to employees under the provisions of this agreement shall be those prescribed by Commissioner's Determination 3.2 Employment Conditions – Remuneration – Allowances and Reimbursement issued by the Commissioner for Public Sector Employment and the SA Public Sector Salaried Employee Interim Award clause 5.3.1. No meal allowance will be payable for the normal rostered overtime shift.

#### **Clause 8. Recreation Leave**

An employee employed under the provisions of this agreement and who is required to work his ordinary hours of duty in accordance with Clause 5 of this agreement shall be entitled to a grant of recreation leave at the rate of 25 working days for each year of his service and that entitlement shall accrue from whole month to whole month.

The calculation of recreation leave loading shall be in accordance with the Public Service (Recreation Leave Loading) Award i.e. allowances and penalties payable had the employee not been on leave during the relevant period or the prescribed recreation leave loading whichever is the greater. The maximum amount for recreational leave loading payable is prescribed in the Award and is varied on an annual basis.

#### **Clause 9. Sick Leave**

An employee employed under the provisions of this agreement shall be entitled to the same grant of sick leave and the conditions relating thereto as applies to officers employed under the provisions of the Public Sector Act 2009.

#### **Clause 10. Contract of Hiring**

(i) The contract of hiring of every employee bound by this agreement shall, in the absence of express contract to the contrary be deemed to be a hiring by the fortnight

(ii) Employment shall be terminated by fourteen (14) days notice given by either party (which notice may be given at any time provided that the termination of employment shall take effect at the end of a day's work) or by the payment or forfeiture (as the case may be) of a fortnights wages. Provided that

nothing contained in this agreement shall derogate from the employer's right at common law to dismiss an employee without notice for misconduct or other sufficient cause.

(iii) Where the employer and employee agree either party may accept shorter notice than that prescribed in sub clause (ii) of this clause.

15/05/2017

The Senior Building Attendance, Building Attendants and general hands agree to the new changes made to Clause 5 – HOURS OF DUTY in the Schedule 1 – BUILDING ATTENDANTS AGREEMENT section of the enterprise agreement.

We are also happy with the changes made to Clause 2 – DURATION OF AGREEMENT, as we will not be pursuing any other changes in the current enterprise agreement negotiations to SCHEDULE 1 – BUILDING ATTENDANTS AGREEMENT.

Senior Building Attendant

Craig Burden



Building attendants

Howard Robinson



David Gilchrist



Robert Campbell



John Cooke



General hands

John Olding *John Olding*

Graham Gepp



*1 on 1 Peak*  
*on behalf of Newell Kitching Gen-Sec*  
*for the Public Service Association of SA, Inc.*  
*24th May 2017.*

## SCHEDULE 2 UNITED WORKERS UNION AGREEMENT

### Between United Workers Union & The Joint Parliamentary Service Committee (JPSC)

In respect to employees employed by the Joint Parliamentary Service Committee under classifications listed in the "Hotels - Adelaide Entertainments Corporation and Staff Employed Under the Parliament (Joint Services) Act 1985 – Award

### ARRANGEMENT

CLAUSE No.	SUBJECT MATTER
1.	DEFINITIONS
2.	CONTRACT OF EMPLOYMENT
3.	TERMINATION OF EMPLOYMENT
4.	INTRODUCTION OF CHANGE/REDUNDANCY
5.	WAGES
6.	OVERTIME RATES
7.	SATURDAYS, SUNDAYS & PUBLIC HOLIDAYS
8.	HOURS OF WORK
9.	ANNUAL LEAVE
10.	SICK LEAVE
11.	SPECIAL LEAVE
12.	LONG SERVICE LEAVE
13.	FARES ALLOWANCE & PROVISION OF TRANSPORT
14.	UNIFORMS
15.	DISCHARGING & RE-ENGAGING PERSONNEL
16.	DISPUTES PROCEDURE
17.	APPOINTMENT, TRANSFERS & RETRENCHMENTS

#### 1. DEFINITIONS

Chairman means the Chairman of the Joint Parliamentary Service Committee.

Committee means the Joint Parliamentary Service Committee.

Employee means a person employed by the Joint Parliamentary Service Committee under classifications listed in "Hotels - Adelaide Entertainments Corporation and Staff Employed Under the Parliament (Joint Services) Act 1985 - Award", (As Registered in the S.A. Employment Tribunal)

Secretary means the Secretary of the Joint Parliamentary Service Committee.

Union means United Workers Union.

#### 2. CONTRACT OF EMPLOYMENT

##### Weekly Employment

- (i) Except as hereinafter provided employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week and paid fortnightly.

#### Casual Employment

- (ii) A casual employee is engaged by the hour. A casual employee shall be paid 1/37.5 of the weekly wage (prescribed by Clause 5 of the Agreement) plus 50% for each hour worked.

Casual employees shall be paid a minimum of three hours on each engagement unless subject to any further agreement reached between the parties, but in any event not less than two hours per engagement.

### 3. TERMINATION OF EMPLOYMENT

- (i) Notice by Employer.

Employment, except in the case of casual employees, shall be terminated as follows:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Less than 1 year	1 week
1 year & less than 3 years	2 weeks
3 years & less than 5 years	3 weeks
5 years & over	4 weeks

In addition to the notice in subclause (i)(a) hereof, employees over 45 years of age at the time of the giving of notice with not less than 2 years continuous service shall be entitled to additional notice of 1 week.

- (ii) Notice by Employee.

In order to terminate employment, a weekly employee shall give the employer the following notice;

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Less than 1 year	1 week
1 year or over	2 weeks

- (iii) In the case of casual employees, employment shall be terminated by the giving of one hour's notice by either party or by the payment or forfeiture of one hour's wage as the case may be.
- (iv) Should a situation arise where an employee is to be dismissed for malingering, inefficiency, neglect of duty or misconduct, then that employee shall first be suspended on full pay until the case can be fairly heard before the Committee. If it is established that the dismissal is warranted then termination shall be effective from the date of the Committee hearing the case.

### 4. INTRODUCTION OF CHANGE/ REDUNDANCY

The conditions as listed in the "Staff Employed Under the Parliament (Joint Services) Act 1985 Enterprise Agreement 2015" shall apply.

### 5. WAGES

- (i) All employees shall be classified in accordance with the Hotels - Adelaide Entertainments Corporation and Staff Employed Under the Parliament (Joint Services) Act 1985 - Award.
- (ii) All employees will receive wages in accordance with the "Staff Employed Under the Parliament (Joint Services) Act 1985 Enterprise Agreement 2017".

- (iii) A regular part-time employee shall be paid a minimum rate higher by 10 per centum than the appropriate ordinary hourly rate prescribed by subclause (i) hereof.

## 6. OVERTIME RATES

- (a) The employer may require a weekly hired employee to work overtime in accordance with the requirements of the sitting of either House of Parliament or for special functions.
- (b) All time worked after 6.30pm Monday - Friday shall be paid at the rates of time plus 50% for the first three hours and double time thereafter. Provided that on days when early finishing rosters apply all time worked after 2.30pm shall be paid at the rate of time and a half for the first three hours and double time thereafter.

## 7. SATURDAY SUNDAYS & PUBLIC HOLIDAYS

All employees (not being casual employees) shall receive for all time worked on a Saturday, double time for all time worked. On a Sunday or Public Holiday or any other day which by proclamation under Section 4 of the *Holidays Act 1910* may be declared a Public Holiday, shall be paid for such time worked at double time and a half.

Provided that where no work is performed on a Public Holiday the employee concerned shall receive an ordinary days pay for such day.

## 8. HOURS OF WORK.

### (i) Full Time Employees

Hours of work shall be 150 in every 4 week period, to be worked in nineteen days, exclusive of Saturday, Sunday and meal breaks.

### (ii) Part-time Employees

- (a) Part-time employees shall be employed for a minimum of 15 hours each week on the basis as follows;
- (b) The number of hours for such part-time employees shall be not less than 15 hours and not more than 37 hours each week, and not less than 4 hours each day to be worked between Monday and Friday.
- (c) All time worked in excess of 7.5 hours each day or 37 hours each week shall be overtime and paid for at the rates prescribed for other weekly employees in this agreement.

### (iii) Rosters

A roster of all employees (not being casual) showing normal starting and finishing times shall be prepared and displayed by the employer in a conspicuous place.

The roster shall be alterable by mutual consent at any time or by amendment of the roster by seven days notice.

Provided further that staff who finish duty after 11.30pm shall not be required to resume duty within 8 hours of finishing duty or if required to start within 8 hours shall be paid at a rate of double time until the completion of 8 hours has elapsed.

- (iv) This clause is to be read in conjunction with the Catering Division's "Meal Breaks and Times Policy".

Hours of work shall be 150 in every 4 week period, to be worked in nineteen days, exclusive of Saturday, Sunday and meal breaks.

## 9. ANNUAL LEAVE

- (i) All employees (not being casual) shall on the completion of 12 months service be entitled to 4 weeks leave at the appropriate rate prescribed in clause 5 Wages, and such leave shall carry a loading of 17.5%.
- (ii) All employees (not being casual) shall complete a period of twelve (12) months' service from the day of commencement of their service before being eligible to take leave. Such leave to be taken before the end of the financial year in which the leave became due or may be carried forward in special circumstances with the approval of the Chairman of the Committee.
- (iii) Part time employees shall be entitled to four weeks annual leave for each period of 12 months continuous service completed on the following basis:

Where the average number of ordinary hours worked per week in the preceding 12 months were:	The annual leave hours to be paid for shall be:
15	60
16	64
17	68
18	72
19	76
20	80
21	84
22	88
23	92
24	96
25	100
26	104
27	108
28	112
29	116
30	120
31	124
32	128
33	132
34	136
35	140
36	144
37	148

- (a) The annual leave prescribed by this subclause shall be exclusive of any holiday prescribed in this agreement and if such holiday falls within a part-time employee's annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period the number of hours which such employee but for the absence on annual leave, would normally have been required to work on such holiday. Where such holiday falls as aforesaid and the employee fails without reasonable cause, proof whereof shall lie upon the employee, to attend for work at the employees ordinary starting time on the employees usual working day immediately following the last day of the period of the employees leave, the employee shall not be entitled to be paid for any such holiday.
- (b) A part-time employee before going on leave shall be paid such wages as are payable in respect of the period of leave due to and being taken by the employee (including any period added by virtue of placitum (ii) of this subclause). For the purpose of this subclause wages shall be paid at the hourly equivalent of the rate prescribed by clause 5 hereof for the occupation for which such employee was ordinarily engaged immediately prior to the commencement of his leave or the termination of his employment as the case may be.
- (iv) **Proportionate Leave on Termination.**  
Full time employees shall receive pro-rata annual leave of 12.5 hours for each completed month of service.

(v) **Part-time employees.**

If after one month's continuous service in any qualifying 12 monthly period a part-time employee leaves their employment, or their employment is terminated by the employer, such employee shall be paid at the rate of 1/12th of the yearly paid entitlement prescribed in placitum (i) of this subclause in respect of each completed month of continuous service in such qualifying period being service in respect of which leave has not been granted.

(vi) **Such pro-rata leave shall carry a loading of 17.5%.****10. SICK LEAVE**

- (i) A full time employee shall be entitled to 12 days sick leave per year. Such leave shall be granted on the production of a Doctors Certificate or other reasonable evidence to justify the employees inability to attend for duty on the days in respect of which sick leave is claimed.

Provided further, that at any one time two of these days may be claimed without pursuing the above procedures.

Notification of inability to attend work because of illness shall be as soon as possible or at least within 24 hours of such absence to enable the member to claim benefits of this clause.

- (ii) A part-time employee shall be entitled to sick leave based on the same quantum of leave as is prescribed in subclause (i), but calculated on a pro-rata basis according to the number of hours usually worked per week and as set out in the table hereunder.

Ordinary hours usually worked per week	Hours of sick leave entitlement per week
15	0.69
16	0.74
17	0.78
18	0.83
19	0.88
20	0.92
21	0.97
22	1.01
23	1.06
24	1.11
25	1.15
26	1.20
27	1.25
28	1.29
29	1.34
30	1.38
31	1.43
32	1.48
33	1.52
34	1.57
35	1.61
36	1.66
37	1.71

**11. SPECIAL LEAVE**

- (i) A weekly hired employee shall be entitled to a maximum of three (3) days special leave with pay per annum for the purpose of attending to matters of a personal nature. Approval of the Committee or its delegate shall be sought by the employee before any special leave is taken

and evidence of the reason for such absence shall be provided if so requested. Such leave shall be in accordance with the provision in the Public Sector Management Act, 1995 as amended.

- (ii) A full time employee shall be entitled to three (3) days leave with pay for those working days which occur during the period between 25th December and 1st January, a part-time employee shall be entitled to 15 hours leave with pay during the same period (see clause 8(ii) (a)). In the case where one of those normal working days is gazetted as a Public Holiday the number of days/hours special leave shall be reduced accordingly.

## 12. LONG SERVICE LEAVE

The conditions in respect of the granting of Long Service Leave shall be in accordance with the provision in the *Public Sector Act 2009* as amended.

## 13. FARES ALLOWANCE & PROVISION OF TRANSPORT

- (i) An employee engaged on a casual basis shall be paid a daily fare or in lieu thereof an allowance which represents the cost of a "Single Trip All Times Zone" ticket on Adelaide's metropolitan bus, tram or train service as varied from time to time.
- (ii) Where an employee ceases work after 8.30pm such employee shall be provided with transport to their home, as defined in the Catering Division's "Taxi Cabcharge and Parking Reimbursement Policy".

Provided further that during the period exclusive of daylight savings, taxi transport shall be provided for all catering staff of the parliament who are not provided with parking facilities in the Festival Centre Car Park, when they are required to work beyond 6.00 pm.

This clause should be read in conjunction with the Catering Division's Taxi Cabcharge and Parking Reimbursement Policy.

## 14. UNIFORMS

All employees if required to wear uniforms shall be provided with same. Uniform replacement will be on an as needs or wear and tear basis, as authorised by the Catering Manager. Such uniforms to remain the property of the employer and reasonable maintenance of such uniforms shall be the responsibility of the employee.

This clause should be read in conjunction with the Catering Division's Uniform Policy.

## 15. DISCHARGING & RE-ENGAGING PERSONNEL

The question of dismissals and re-engagement shall be administered in a fair and just spirit according to seniority of service, but reserving the right to the employer to depart from the rule of seniority of service in circumstances where the employee is incompetent or guilty of misconduct.

The above provision shall not apply to the appointment of a manager or cook.

## 16. DISPUTES PROCEDURE

- (i) In the case of a dispute or complaint, the worker(s) firstly contacts the Job Representative who arranges a discussion with the Manager or his/her assistant.
- (ii) In the event of this discussion not resolving the matter, the Manager or assistant arranges a discussion with a Union official through the United Voice Secretary and advises the Joint Parliamentary Service Committee in writing about the existence of a dispute.
- (iii) In the event that this discussion does not resolve the problem the Catering Manager advises the Joint Parliamentary Service Committee so that formal steps can be taken.
- (iv) No member of the Committee shall in any way be involved in any staff matter of the kind dealt with in these rules, except where a matter is referred to the Committee or a member gives notice at a meeting of the Committee.



17. APPOINTMENT, TRANSFERS & RETRENCHMENTS

- (a) Appointment to positions shall be made on merit, except where all things are equal, in which case the person already in the employ of the Committee shall be appointed. Where two or more persons are already in the employ of the Committee the employee with the longest service with the Committee shall be appointed.
- (b) Where there is a need to reduce an employee's hours from full time to part-time or casual, the employee with the least service with the Committee shall be the first employee to have their employment status reduced.
- (c) Where there is a need to retrench any employee, the employee with the least service with the Committee shall be the first employee to have his/her services terminated.
- (d) The provisions set out in (a), (b) & (c) above shall not apply to Manager or Cook.
- (e) This clause is to be read in conjunction with the Catering Division's "Additional Hours and Vacancies Policy".

18. DURATION OF AGREEMENT

This agreement will come into force for a period of two years commencing on and from [ ].

Provided that either party may make application for the variation of wages/conditions should there be any movement in respect of wages under the Hotels - Adelaide Entertainments Corporation and Staff Employed Under the Parliament (Joint Services) Act 1985 – Award or conditions under the *Public Sector Act 2009* as amended.