



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

PERSONAL ASSISTANTS TO THE MEMBERS OF THE PARLIAMENT OF SOUTH AUSTRALIA 1989

This is a consolidated version of an award of the **South Australian Employment Tribunal** published pursuant to the provisions of the *Fair Work Act 1994*.

Clause 1. Title

OPDATE 09:01:89 on and from

This award may be referred to as the "Personal Assistants to Members of the Parliament of South Australia 1989".

Clause 2. Duration of the Award

OPDATE 09:01:89 on and from

This Award shall come into force on the 9th day of January 1989 and remain in force for a period of six (6) calendar months therefrom.

Clause 3. Scope and Persons Bound

OPDATE 01:10:2019 on and from

(a) This Award shall be binding upon the industry of the occupations of persons employed by the Chief Executive, Department of Treasury and Finance engaged as Personal Assistants to Members of the House of Assembly and Members of the Legislative Council of the Parliament of South Australia, whether as employers or employees and whether members of a registered association or not.

(b) This Award shall not be binding upon the Industry of the occupation of Ministerial Assistants.

Clause 4. Arrangement

OPDATE 07:03:2006 on and from

Clause No. Subject Matter

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| 10 | Annual Leave |
| 11 | Annual Leave Loading |
| 28 | Anti-Discrimination |
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| 23A | Bereavement Leave |
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Clause 5. Locality

OPDATE 09:01:89 on and from

This Award shall apply throughout the State of South Australia.

Clause 6. Hours of Duty

OPDATE 09:01:89 on and from

(a) The ordinary hours of work of employees shall be 37.5 hours per week and shall be worked between the hours of 8.00 a.m. and 6.00 p.m. on Mondays to Fridays inclusive.

(b) A lunch break of not less than 30 minutes and not greater than two hours shall be allowed daily between the hours of 12 noon and 2.00 p.m.

(c) An employee shall not be required to continue working for more than 5 hours without a meal break.

(d) The hours of duty on any one day may be varied by mutual consent between the employee and Employer as agreed.

(e) The span of hours and days specified in 6(a) above, in which ordinary hours are to be worked may be varied by mutual consent between the employee and the Employer concerned to provide a flexible system of working.

Clause 7. Salaries, Wages and Allowances

OPDATE 09:01:89 1st pp on or after

See Schedule I attached to this award.

Clause 8. Payment of Wages

OPDATE 09:01:89 1st pp on or after

Salaries and wages shall be paid fortnightly in arrears.

Clause 9. Public Holidays

OPDATE 09:01:89 1st pp on or after

(a) Employees shall be entitled, without loss of pay to public holidays and days gazetted as such by the State Government of South Australia.

(b) For the purpose of part-time employees, if the employees would normally have worked on the day on which a public holiday falls, such employees will be deemed to have worked the hours agreed to her/his employment on that particular day and shall be paid accordingly.

Clause 9A. Continuous Service

OPDATE 07:03:2006 on and from

(a) Maintenance of continuous service

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

- (i) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Award.
- (ii) Absence of the employee from work for any cause by leave of the employer.
- (iii) Absence from work on account of illness, disease or injury.

- (iv) Absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- (v) 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 Award.
- (vi) 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.
- (vii) Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer.
- (viii) 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.
- (ix) 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.

(2) Calculation of period of service

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.

Clause 10. Annual Leave

OPDATE 07:03:2006 on and from

(a) Entitlement

- (i) Annual Leave other than for casual employees shall be twenty working days, leave of absence for each year of continuous service or on pro-rata basis (calculated 1 2/3 days for each completed month of service) for any period of employment which is less than one year. In determining entitlement to annual leave in respect of years of service there shall not be regarded as service any continuous period or separate periods of leave without pay which exceeds or which in the aggregate exceeds one month in such year.
- (ii) Payment must not be made or accepted in lieu of taking annual leave, except in the case of termination of employment.
- (iii) The annual leave prescribed by this clause is exclusive of the public holidays named in this Award that fall on a Monday to Friday inclusive. If any such holiday falls within an employee's period of annual leave, the period of leave will be increased by one day for each holiday.

(b) Taking of Leave

- (i) Annual leave shall not be granted to an employee except upon application made by the employee to the Employer and forwarded through the employer whom the employee assists.
- (ii) Annual leave is to be taken at a time or times agreed between the employer and employee. Notwithstanding the provisions of this clause and without the intention of disrupting continuous period(s) of annual leave, by agreement between the employer and employee, a full-time employee may take annual leave in single day periods not exceeding 10 days in any calendar year for the purposes of personal leave to care for a family member as set out in clause 12(f).
- (iii) If the employer and employee fail to agree on the time (or times) for taking annual leave, or part of it, the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 2 weeks before the period of annual leave is to begin.
- (iv) If the employer determines the time for taking annual leave, the leave must be granted and must begin within 12 months after the entitlement to the leave accrues.

- (v) To assist employees in balancing their work and family responsibilities, an employee may elect with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of the entitlement.
- (vi) In this clause – “service year” in relation to an employee means the period of 12 months from the commencement of the employee’s service or any of the succeeding periods of 12 months.

(c) Leave in Advance

Leave in advance may be taken subject to the approval of the employer.

(d) Salary in Advance

Employees shall be paid prior to proceeding on annual leave all holiday pay entitlements for the period of leave to be taken, if so requested by the employee.

(e) Leave entitlement on Termination of Employment

Pro rata annual leave for a portion of the year commencing from the anniversary of appointment to the date of resignation or retirement, shall be credited at the rate of 1 and 2/3 working days for each completed month of service. If leave entitlement is then in credit, payment shall be made in lieu of leave. If the leave entitlement is overdrawn, a deduction shall be made from any salary or other payments due to the employee.

(f) Illness During Leave

If an illness during a period of annual leave is substantiated by a medical certificate, the employees' annual leave entitlement shall be credited accordingly and such period of illness shall be debited from the employees sick leave credits. In the event that the employee has no sick leave credits, then the Employer may grant sick leave without pay and re-credit the annual leave entitlement accordingly.

(g) Accrual during Long Service Leave

Annual leave shall accrue during absences on long service leave except where an employee receives payment in lieu of such leave on termination of employment.

(h) Part time employees

Part time employees shall be credited with leave entitlements pursuant to sub-clause (a) hereof, and shall be payable at the proportionate salary apply at the time of the taking of such leave.

Clause 11. Annual Leave Loading

OPDATE 08:02:90 on and from

In addition to the monetary amounts paid pursuant to clause 10(a) and 10(e) above, a further monetary amount equivalent to a loading of 17.5 per centum calculated on the appropriate fortnightly wage prescribed in Schedule 1 of this award shall be paid.

Clause 12. Personal Leave – Injury and Sickness

OPDATE 07:03:2006 on and from

(a) Entitlement to personal leave

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

- (i) Is entitled to take personal leave if the employee is too sick to work; or
 - (ii) 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.
- (b) Accrual of personal leave entitlement

An employee's entitlement to personal leave accrues as follows:

- (i) Employees shall be entitled to 90 hours paid sick leave per year for any period of personal leave occurring whilst in the employ of the employer, provided that for the first 6 months of service the employee shall only be entitled to 45 hours sick leave and a further 45 hours for the second 6 months of service.
- (ii) Personal leave entitlements not taken by an employee in any one year shall accumulate and any personal leave taken by the employee is deducted from the employee's personal leave credit.
- (iii) Three consecutive days may be taken without production of a medical certificate.
- (iv) Part-time employees shall accrue personal leave pro-rata to their weekly hours.
- (iv) Where an employee has no personal leave credits, the employer shall grant, subject to the provision of a medical certificate, unpaid personal leave for sick leave. Such unpaid sick leave shall count as service for the annual and sick leave entitlements.
- (c) Conditions for payment of personal leave

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.

(d) Personal leave to care for a family member - definitions:

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

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

- (a) a spouse, or defacto spouse;
- (b) a child or step child;
- (c) a parent or parent in-law;
- (d) any other member of the person's household;
- (e) a grandparent or grandchild;
- (f) any other person who is dependent on the person's care.

(iii) ***Personal leave*** means leave provided for in accordance with clause (b) above.

(e) Paid Personal Leave to care for a family member

- (i) 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 or who requires care due to an unexpected emergency, is entitled to up to 10 days or 75 hours 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) 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.

- (vii) 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.
- (f) Unpaid personal leave to care for a family member
 - (i) 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.
 - (ii) The employer and the employee shall agree upon the period of unpaid *personal leave to care for a family member* which may be taken.
 - (iii) 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 15 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.
- (g) Single day absences

Single day absences may be taken for *personal leave to care for a family member* as provided for in Clause 10 (b) Taking of Leave.

(h) Casual employees caring responsibilities

- (i) Casual employees are not entitled to *personal leave to care for a family member* or bereavement leave but subject to the notice and evidentiary requirements in clause 12 (e) and 23A, 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.
- (ii) The period for which the employee will be entitled to not be available to attend work for each occasion in clause (h)(i) is:
 - (a) the period agreed upon between the employer and the employee; or
 - (b) up to 48 hours (or 2 days) per occasion.
- (iii) The casual employee is not entitled to any payment for the period of non-attendance under this clause.
- (iv) 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.
- (v) 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.

Clause 13. Study Leave

OPDATE 09:01:89 on and from

Employees shall be entitled to have access to a scheme for assistance with recognised studies. Such scheme shall be based on a maximum of 5 hours in work time per week for such studies plus a maximum of an hour for travel in each direction between work and the place of study. Provided that the time off required for study in work time is no greater than the number of hours required outside of work time for such study.

In addition the employee shall be entitled to reasonable time off for the taking of examinations.

Clause 13A. Training/Consultation

OPDATE 01:10:2019 on and from

A Training/Consultative Committee consisting of nominees of the Commissioner for Public Sector Employment and nominees of the Public Service Association and the Amalgamated ASU (SA) State Union shall:

- (i) explore ways in which skills may be recognised and accredited;

(ii) develop an induction training/consultative programme for incoming Personal Assistants to gain knowledge and skills which will enable them to perform their duties in a more efficient manner;

(iii) develop a training/consultative programme which encourages skills acquisition to enhance career opportunities. Such programmes must be consistent with the needs of individual employees and the needs of the offices and will include training/consultative in occupational health and safety and equal opportunity.

(iv) Consider changes in work practices, including changes to Award provisions which will improve productivity and efficiency, and to make recommendations on the same to the Commissioner/their respective Organisations.

Clause 14. Parental Leave

OPDATE 07:03:2006 on and from

14.1 Definitions

In this clause, unless the contrary intention appears:

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

14.1.2 **Adoption leave** means adoption leave provided under 14.3.4.

14.1.3 **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 school age 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.

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

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

(b) 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.

14.1.5 **Extended adoption leave** means **adoption leave** provided under 14.3.4(b).

14.1.6 **Extended paternity leave** means **paternity leave** provided under 14.3.3(b).

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

14.1.8 **Maternity leave** means maternity leave provided under 14.3.2.

14.1.9 **Medical certificate** means a certificate as prescribed in 14.5.1.

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

14.1.11 **Paternity leave** means paternity leave provided under 14.3.3.

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

14.1.13 **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).

14.1.14 **Short adoption leave** means **adoption leave** provided under 14.3.4(a).

14.1.15 **Special adoption leave** means **adoption leave** provided under 14.10.

14.1.16 **Special maternity leave** means **maternity leave** provided under 14.9.1.

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

14.2 Employer's responsibility to inform

On becoming aware that:

- (a) an employee is pregnant; or
- (b) an employee's *spouse* is pregnant; or
- (c) 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.

14.3 Eligibility for and entitlement to parental leave

14.3.1 Subject to the qualifications in 14.4, the provisions of this clause apply to full-time, part-time and *eligible casual employees* but do not apply to other employees.

14.3.1(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).

14.3.1(b) An employer must not fail to re-engage a casual employee because:

- (i) the employee or the employee's *spouse* is pregnant; or
- (ii) the employee is or has been immediately absent on *parental leave*.

14.3.1(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.

14.3.2 An employee who becomes pregnant is, on production of the required *medical certificate*, entitled to up to 52 weeks of *maternity leave*.

14.3.3 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:

14.3.3(a) An unbroken period of up to one week at the time of the birth of the *child*.

14.3.3(b) A further unbroken period of up to 52 weeks in order to be the *primary care-giver* of the *child* (to be known as *extended paternity leave*).

14.3.4 An employee is entitled to one or two periods of *adoption leave*, the total of which must not exceed 52 weeks, as follows:

14.3.4(a) An unbroken period of up to three weeks at the time of the placement of the *child* (to be known as *short adoption leave*).

14.3.4(b) A further unbroken period of up to 49 weeks in order to be the *primary care-giver* of the *child* (to be known as *extended adoption leave*).

14.4 Qualifications on entitlements and eligibility

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

14.4.2 An entitlement to *parental leave* is subject to the employee having at least 12 months of *continuous service* with the employer immediately preceding:

- 14.4.2(a) in the case of *maternity leave*, the expected date of birth; or otherwise
- 14.4.2(b) the date on which the leave is due to commence.

14.4.3 The entitlement to *parental leave* is reduced:

- 14.4.3(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.
- 14.4.3(b) In the case of *extended paternity leave*, by any period of *maternity leave* taken by the employee's *spouse*.
- 14.4.3(c) In the case of *extended adoption leave*, by any period of *extended adoption leave* taken by the employee's *spouse*.

14.5 Certification required

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

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

14.5.2 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:

14.5.2(a) *Parental leave*

- (i) The particulars of any period of *parental leave* sought or taken by the employee's *spouse*, and where appropriate;
- (ii) That the employee is seeking the leave to become the *primary care-giver* of a *child*.

14.5.2(b) *Adoption leave*

- (i) In the case of *adoption leave*, a statement from a *Government authority* giving details of the date, or presumed date, of *adoption*; and
- (ii) That for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

14.6 Notice requirements

14.6.1 Maternity leave

14.6.1(a) An employee must:

- (i) Not less than 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 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 14.5 within two weeks after the change takes place.

14.6.1(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.

14.6.2 Paternity leave

An employee must:

14.6.2(a) Not less than 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**.

14.6.2(b) Notify the employer of any change in the information provided pursuant to 14.5 within two weeks after the change takes place.

14.6.3 Adoption leave

An employee must:

14.6.3(a) On receiving notice of approval for **adoption** purposes, notify the employer of the approval and, within two months of the approval, further notify the employer of the period(s) of **adoption leave** the employee proposes to take.

14.6.3(b) In the case of a **relative adoption**, so notify the employer on deciding to take a **child** into custody pending an application for **adoption**.

14.6.3(c) 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.

14.6.3(d) At least 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.

14.6.4 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:

14.6.4 (a) the birth occurring earlier than the expected date; or

14.6.4 (b) the death of the mother of the **child**; or

14.6.4 (c) the death of the employee's **spouse**, or

14.6.4 (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.

14.7 Taking of parental leave

- 14.7.1 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*.
- 14.7.2 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.
- 14.7.3 Paid personal leave or other paid absences are not available to an employee during the employee's absence on *parental leave*.
- 14.7.4 A period of *maternity leave* must be taken as one continuous period and must include, immediately following the birth of the *child*, a period of 6 weeks of compulsory leave.
- 14.7.5 Subject to 14.4 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.
- 14.7.6 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.
- 14.7.7 Where leave is granted under 14.7.5, 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.
- 14.7.8 *Maternity leave* and *paternity leave* cannot extend beyond the *child's* first birthday.
- 14.7.9 *Adoption leave* cannot extend beyond the *child's* fifth birthday.
- 14.7.10 *Extended adoption leave* cannot extend beyond the first anniversary of the initial placement of the *child*.
- 14.7.11 Notwithstanding the provisions of this clause, employees eligible for *parental leave* have the right to request *parental leave* as consistent with 14.15.

14.8 Variation and cancellation of parental leave

- 14.8.1 Without extending an entitlement beyond the limit set by 14.3, *parental leave* may be varied as follows:
 - 14.8.1(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.
 - 14.8.1(b) The leave may be lengthened or shortened by agreement between the employer and the employee.
- 14.8.2 *Parental leave*, if applied for but not commenced, is cancelled:
 - 14.8.2(a) should the pregnancy terminate other than by the birth of a living *child*; or
 - 14.8.2(b) should the placement of a *child* proposed for adoption not proceed.
- 14.8.3 If, after the commencement of any *parental leave*:
 - 14.8.3(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
 - 14.8.3(b) the employee gives the employer notice in writing stating that the employee desires to resume work, the employer must allow the employee to resume work within four weeks of receipt of the notice.
- 14.8.4 *Parental leave* may be cancelled by agreement between the employer and the employee.

14.9 Special maternity leave and personal leave

- 14.9.1 If:

14.9.1(a) an employee not then on *maternity leave* suffers illness related to her pregnancy she is entitled to take leave under clause 12; or

14.9.1(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 14.3.2 and she is entitled to take unpaid *special maternity leave* for such periods as a registered medical practitioner certifies as necessary.

14.9.2 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*.

14.9.3 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.

14.9.4 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.

14.10 **Special adoption leave**

14.10.1 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*.

14.10.2 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.

14.10.3 The leave under this clause 14.10 is to be known as *special adoption leave* and does not affect any entitlement under 14.3.

14.10.4 *Special adoption leave* may be taken concurrently by an employee and the employee's *spouse*.

14.10.5 Where paid leave is available to the employee, the employer may require the employee to take such leave instead of *special adoption leave*.

14.11 **Transfer to a safe job - maternity leave**

14.11.1 If, in the opinion of a legally qualified medical practitioner:

14.11.1(a) illness or risks arising out of the pregnancy; or

14.11.1(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*.

14.11.2 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.

14.11.3 Leave under this clause 14.11 will be treated as *maternity leave*.

14.12 **Part-time work**

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:

14.12.1 Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or

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

14.13 **Communication during parental leave**

14.13.1 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:

14.13.1(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

14.13.1(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*.

14.13.2 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 request to return to work on a part-time basis.

14.13.3 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 14.13.1.

14.14 **Return to work after parental leave**

14.14.1 An employee must confirm the employee's intention to return to work, by notice in writing, to the employer given at least four weeks before the end of the period of *parental leave*.

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

14.14.2(a) to the position which the employee held immediately before commencing *parental leave*; or

14.14.2(b) in the case of an employee who was transferred to a safe job, to the position which she held immediately before the transfer.

14.14.3 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.

14.14.4 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*.

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.

14.15 **Right to request**

14.15.1 An employee entitled to *parental leave* pursuant to clause 14.3, may request the employer to allow the employee:

14.15.1(a) to extend the period of simultaneous unpaid leave provided for in clause 14.3.3(a) and 14.3.4(a) up to a maximum of eight weeks;

14.15.1(b) to extend the period of unpaid *parental leave* provided for in 14.3.2 by a further continuous period of leave not exceeding 12 months;

14.15.1(c) 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.

14.15.2 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.

14.15.3 The employee's request and the employer's decision made under 14.15.1(b) and (c) must be recorded in writing.

14.15.4 Where an employee wishes to make a request under 14.15.1(c), 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*.

14.16 Termination of employment

14.16.1 An employee on *parental leave* may terminate their employment at any time during the period of leave by giving the required notice.

14.16.2 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.

14.17 Replacement employees

14.17.1 A *replacement employee* is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on *parental leave*.

14.17.2 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.

14.18 Return to Part-time Work

14.18.1 In this Part, unless the contrary intention appears:

- *former position* means the position held by an employee immediately before commencing leave or part-time employment under this Clause, whichever first occurs, or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly as possible comparable in status and pay to that of the position first mentioned in this definition.

- *part-time work* means work of a lesser number of hours than constitutes full-time work under the Award, but does not include casual or temporary work.

14.18.2 Entitlement

An employee may, with the agreement of his or her employer:

14.18.2.1 in the case of a female employee:

(1) *work part-time* in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable;

(2) *work part-time* in one or more periods at any time from the seventh week after she has given birth to a *child* until the *child* reaches school age;

(3) *work part-time* in one or more periods at any time from the date of the placement of a *child* with employee for adoption until the *child* reaches school age;

14.18.2.2 in the case of a male employee:

(1) *work part-time* in one or more periods at any time after his *spouse* has given birth to a *child* until the *child* reaches school age;

(2) *work part-time* in one or more periods at any time from the date of the placement of a *child* with the employee for adoption until the *child* reaches school age.

14.18.2.3 Effect of Part-Time Work on Employment

Despite any other provisions of this Award, *part-time work* under this part does not break the continuity of service of an employee.

14.18.2.4 Annual Leave – Transitional Arrangements

An employee *working part-time* under this Part is to be paid for and take any annual leave accrued in respect of a period of full-time employment, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time employment under this Clause.

A full-time employee is to be paid for and take any annual leave accrued in respect of a period of part-time employment under this part as if the employee were *working part-time* in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

By arrangement between the employer and the employee, the period over which leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

14.18.2.5 Sick Leave – Transitional Arrangements

An employee *working part-time* under this part is to have sick leave entitlements which are applicable to the work concerned (including any entitlement accrued in respect of previous full-time employment) converted into hours.

When any such sick leave entitlement is taken, whether as a part-time employee or as a full-time employee, it is to be debited on the basis of the ordinary hours that the employee would have worked during the period of absence.

14.18.2.6 Part-Time Work Agreement

(1) Before commencing *part-time* under this Part the employer and the employee must agree:

(a) that the employee may *work part-time*;

(b) on the hours to be worked by the employee, the days on which they will be worked and commencing times for the work; and

(c) on the classification applying to the work to be performed.

(2) The agreement may also stipulate the period of *part-time* employment.

(3) The terms of the agreement may be varied by consent.

(4) The terms of the agreement or any variation must be reduced to writing and retained by the employer.

(5) A copy of the agreement and any variation must be provided to the employee by the employer.

14.18.2.7 Nature of Part-Time Work

The work to be performed *part-time* need not be the work performed by the employee in his or her *former position* but must be work otherwise performed under the Award or contract.

14.18.2.8 Pro Rata Entitlements

Subject to the provisions of this Part and the matters agreed in the *part-time work* agreement, *part-time work* is to be in accordance with the provisions of the Award, which are to apply pro rata.

14.18.2.9 Return to former Position

If the employee is currently employed by the employer on a full-time basis, the *part-time work* agreement may provide that the employee has a right to return to that full-time position.

14.18.2.10 Termination of Employment

The employment of a *part-time* employee under this Part may be terminated in accordance with the provisions of this Part but must not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this Part or has enjoyed or proposed to enjoy any benefits arising under this Part.

Clause 14A. Adoption Leave

OPDATE 21:08:2002 1st pp on or after
Deleted

Clause 14A. Child Care Leave (Other than Adoption Leave)

OPDATE 21:08:2002 1st pp on or after

- (a) Special leave without pay to undertake the care of a child may be granted to employees but not so that-
 - (i) more than one employee has such leave in relation to the same child at the same time:
- or
- (ii) the leave granted to the employee or employees in relation to the same child is for a period or periods in aggregate exceeding 52 weeks.
- (b) Where, when an employee commences special leave without pay to undertake the care of a child, there is more than one child not of school age of whom the employee is a parent, the leave shall be deemed to have been granted to undertake the care of each such child.

Clause 15. Part Time Employment

OPDATE 09:01:89 on and from

- (a) Employees shall have the right to request permanent part-time employment of a regular and continuous nature which as well as involving base grade positions, may afford opportunities for career progression.
- (b) A regular part-time employee shall mean an employee who is regularly engaged for 15 hours or more and up to 37.5 hours in any one week.
- (c) The rate of pay for a regular part-time employee shall be one thirty-seventh and one half of the weekly rate of pay, of the classification of the work performed multiplied by the number of hours worked each week and shall include all penalties and entitlements provided by this award.
- (d) Part-time employees shall be entitled to all leave entitlements provided by this award on pro-rata basis.
- (e) Employees occupying part-time positions shall be required to work for the number of hours specified in the letter of appointment, any variation shall be mutually agreed between the employee and the employer.

Clause 16. Casual Employment

OPDATE 01:10:2019 on and from

A casual employee means an employee engaged and paid as such. For ordinary working hours a casual employee shall be paid per hour the hourly rate for work performed plus 25%. Provided that such an employee will be paid for a minimum of three hours for every day on which he or she is employed as a casual employee.

Clause 17. Contract of Employment

OPDATE 09:01:89 on and from

The contract of hiring of every employee (other than a casual employee) shall be by the fortnight, subject to the following provision/s.

(a) Employment shall be terminated by two weeks 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 days work) or by the payment or forfeiture (as the case may be) of a fortnight's wages. Provided that nothing contained in this Award shall derogate from the employers right of common law to dismiss an employee without notice for misconduct or other sufficient cause.

(b)(i) An employee shall retire from their position as a Personal Assistant upon reaching the age of 65 years.

(ii) Notwithstanding sub paragraph (b)(i) above, the employer may, if the Employer wishes, retain the services of a Personal Assistant beyond the age of 65 years.

Clause 18. Protective Clothing

OPDATE 09:01:89 on and from

Employees required to operate photocopying or printing machinery shall upon request be provided with suitable protective clothing by the employer.

Clause 19. Dispute Settling Procedure

OPDATE 01:10:2019 on and from

Any industrial dispute or matter likely to create a dispute should be dealt with in the following manner:

(i) The employee (with appropriate union representation if desired) should discuss any dispute or likely dispute affecting that employee with his/her supervisor/Member of Parliament.

(ii) If the matter is not resolved in accordance with sub-clause (i) the appropriate union shall be formally advised of the matter in issue and a conference on the matter will be arranged to be attended by the union's official/s and the employee concerned as the union may decide, and a representative of the Commissioner for Public Sector Employment and such other representatives as the Commissioner for Public Sector Employment may decide.

(iii) The consultation process as prescribed in sub-clause (ii) shall be commenced within 24 hours of the dispute or likely dispute having been notified or within such longer or shorter period as may be agreed by the parties.

(iv) At any stage in the procedures, after consultation between the parties has taken place in accordance with the procedures, either party may request and be entitled to receive a response to its representations within a reasonable time as may be agreed upon between the parties.

(v) If the dispute or likely dispute is not resolved or there is undue delay on the part of any party in responding to the matter, either party may refer the matter to the South Australian Employment Tribunal.

(vi) Without prejudice to either party, and except where a bona fide health and safety issue is involved, work should continue on a status quo basis while matters in dispute are being dealt with in accordance with these procedures. On a status quo basis shall mean the work situation in place at the time the matter was first raised in accordance with these procedures.

(vii) In the event of a party failing to observe these procedures the other party may take such steps as determined necessary to resolve the matter.

(viii) These procedures will not restrict the employer of his/her representatives or a duly authorised official of a union making representations to each other.

(ix) Nothing in this clause shall derogate from an employees rights pursuant to Section 106 of the *Fair Work Act 1994* (as amended).

Clause 20. Trade Union Training Leave

OPDATE 01:10:2019 on and from

Employees who are members of the Amalgamated ASU (SA) State Union or Public Service Association of South Australia Incorporated shall be entitled to up to 10 days per 2 years paid leave to attend, subject to the Employers convenience, Trade Union, Training Courses conducted or approved by the Trade Union Training Authority.

Clause 21. Job Representatives

OPDATE 01:10:2019 on and from

The employer acknowledges responsibilities and duties of the Association's/Union's elected representatives as contained in their respective Constitution, Rules and/or By-Laws, and as recognised in Administrative Instruction 266 of the Commissioner for Public Sector Employment.

Clause 22. Long Service Leave

OPDATE 09:01:89 on and from

(a) Entitlement to Leave

(i) Subject to placitum (iii) an employee who has completed at least 10 years effective service is entitled to the following long service leave:-

* 90 calendar days for the first 10 years

* 9 days for each subsequent year's effective service up to and including the fifteenth year.

* 15 days for the sixteenth and subsequent effective service year.

(ii) The employer may permit an employee who has completed 7 (but less than 10) years effective service to take pro-rata long service leave based on his/her completed years of service. For the purpose of the pro-rata entitlement, the maximum period of leave an employee may apply for is to be based on 9 days for each completed year of effective service.

(iii) An increase or entitlement to Long Service Leave from 9 calendar days to 15 calendar days is applicable in relation to an employee's sixteenth or any subsequent year of effective service which commenced on or after 1 July 1975.

(b) Payment in Lieu of Leave

(i) An employee shall be entitled to pro-rata long service leave after 7 years of service.

(ii) Where an employee who has an entitlement to long service leave or to whom pro-rata long service could have been granted dies or ceases to be employed for any reason payment shall be made in lieu of leave. In both cases payment in lieu is to be based on effective service (less any leave taken) and is to be based on the salary and allowances that would have been payable if the leave had commenced on the day of cessation of service.

Note that no allowance is to be made for any increase that would have occurred during such leave.

Salary increases operating retrospectively to a day before termination are payable.

On termination of service, payment (salary and allowances) is to be made for any completed months of service.

Death of an Employee

On the death of an employee payment shall be authorised on the following basis.

1. To Surviving Dependants (if any)

Dependants mean members of the employee's family who were wholly or in part dependant on the earnings of the deceased employee at the time of his/her death.

Family members include wife or husband, children, step children, parents, step parents, grandparents, grandchildren, brothers, sisters, half brothers and half sisters.

Where all dependants request payment to one named dependant payment to that person may be authorised. If the spouse and young children are dependent, payment may be authorised to the spouse on the assumption that he/she will continue to accept responsibility for the care of the children.

Where the only dependants are children under the age of 18, payment is to be made to the public trustee upon trust for the children during their minority.

2. To Personal Representatives

Where a deceased employee had no dependants or where some uncertainty exists regarding who the dependants are and/or whether they are dependants or not, payment to personal representatives may be made subject to production of a Grant of Probate or Letters of Administration.

Clause 23. Special Leave

OPDATE 07:03:2006 on and from

(a) Special leave shall not be granted to an employee except upon application made by the employee by completing and signing a form of a kind approved by the employer for that purpose and delivering it, or causing it to be delivered, to the employer of the office in which the employee is employed.

(b) The purposes for which special leave with pay shall be granted to an employee are for the following reasons:

(i) to carry out or supervise removals where the employee changes house, (maximum 1 day in a financial year);

(ii) to attend Anzac commemoration marches (ex-service men and women only, to a maximum of 1 day in a financial year if employed in a country electorate office);

(iii) to attend emergency service calls, (number of days as required by emergency service organisation);

(iv) to attend on jury service, (number of days as required by the Sheriff);

(v) to attend military training, (14 calendar days full pay for compulsory camp and a further 14 calendar days with pay made up, for additional, non compulsory training);

(vi) to attend training courses in respect of counter disaster, civil defence or other emergency service activities, (maximum 10 days in any financial year);

(vii) to participate in international and national sporting events, approved by the employer, (5 days over two year period for national, and 15 days over two year period for international events;);

(viii) to be absent due to a matter of pressing or urgent necessity that requires the personal attention of the employee and cannot reasonably be attended to by the employee outside the employee's hours of duty, (maximum of 3 days in a financial year).

(ix) to be absent for any other special reasons approved by the employer, (number of days as provided by the employer).

(c) Special leave with pay shall in total not normally exceed 15 days in a financial year unless the additional leave is granted with the approval of the employer.

Clause 23A. Bereavement Leave

OPDATE 07:03:2006 on and from

23A(a) 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;
- 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 3 ordinary days work. Proof of death must be furnished by the employee to the satisfaction of the employer, if requested.

23A(b) Unpaid entitlement to leave

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

23A(c) Effect of other leave

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

Clause 24. Deductions

OPDATE 09:01:89 on and from

The employer may make such deductions from salaries as are at present authorised in writing by the employee and such other deductions as may be agreed between the parties.

Clause 25. Transfer of Service Credits

OPDATE 01:10:2019 on and from

Employees who were previously employed in the Public Service of South Australia or in the Public Service of the Commonwealth or in the Public Service of another State or Territory of the Commonwealth or by the State otherwise than as an officer of the Public Service or by organisations specified by the Commissioner for Public Sector Employment, and whose service has been continuous, are entitled to have their service, accrued Long Service and Sick Leave determined on the basis that their previous employment is service to the employer, notwithstanding that any leave previously taken or paid out, shall not be subject to further remuneration by the employer.

Clause 26. No Extra Claims

OPDATE 05:09:91 1st pp on or after

It is a term of this Award (arising from the decision of the Full Commission in the State Wage Case of 12th July 1991, the terms of which are set out in Print I.59 of 1991) that the union undertake, until 1 of November, 1991 not to pursue any extra claims, award or over award, except when consistent with those principles.

Clause 27. Casual Clerical Assistant

OPDATE 02:07:95 1st pw on or after

A Casual Clerical Assistant may be engaged in accordance with the provision of Clause 16 and Schedule 1 of this Award.

Clause 28. Anti-Discrimination

OPDATE 01:10:2019 on and from

1.1 It is the intention of the parties to this award to achieve the principal object of section 3(m) of the *Fair Work Act 1994* (as amended) by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

1.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

1.3. Nothing in this clause is to be taken to affect:

1.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;

1.3.2 until considered and determined further by the South Australian Employment Tribunal, the payment of different wages for employees who have not reached a particular age;

1.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Australian Human Rights Commission.

1.4 Nothing in this Clause is to be taken to prevent:

1.4.1 a matter referred to in 1.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.

1.4.2 a matter referred to in 1.1 from being a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

PERSONAL ASSISTANTS TO THE MEMBERS OF THE PARLIAMENT OF SOUTH AUSTRALIA 1989 AWARD

SCHEDULE 1. WAGES

OPDATE 01:07:2023 1st pp on or after

| | |
|----------------------------|--------|
| | \$ |
| Personal Assistant Grade I | |
| 1st year | 62,636 |
| 2nd year | 63,568 |
| 3rd year | 64,670 |

Personal Assistant Grade II

| | |
|----------|--------|
| 1st year | 59,278 |
| 2nd year | 60,478 |
| 3rd year | 61,274 |

Casual Clerical Assistant

| | | |
|----------|-------|----------|
| 1st year | 25.93 | per hour |
| 2nd year | 26.40 | per hour |
| 3rd year | 26.84 | per hour |
| 4th year | 27.42 | per hour |
| 5th year | 27.89 | per hour |
| 6th year | 28.36 | per hour |

The provisions of Clause 16 of this Award shall also apply to these rates.

Supervisory Allowance

A Personal Assistant Grade I who supervises one or more Personal Assistants Grade II shall receive an allowance of \$24.70 per week.

On any day on which a Personal Assistant Grade I or II supervises a Casual Clerical Assistant such Personal Assistant shall be paid an allowance of \$4.90 for that day.

Overtime Allowance

Personal Assistants shall, in addition to their classified salary, receive an allowance of 15 per centum based on their salary in lieu of overtime and for work performed outside of the ordinary hours specified in Clause 6 of the Award.

Classification Criteria

Personal Assistant Grade I - means a Personal Assistant working in an office of a Member or Members of Parliament who is wholly responsible for the day to day running of the office.

Personal Assistant Grade II - means a Personal Assistant who, whilst working in the office of a Member or Members of Parliament, carries out a broad range of duties required but whose work is normally under the direction and/or supervision of a Personal Assistant Grade I.

Casual Clerical Assistant - means a person employed in accordance with Clause 16 of this Award to provide assistance to a Personal Assistant Grade I or II with clerical and office functions including reception/switchboard, maintenance of records, filing, collating, photocopying, mail duties, operation of keyboard and allied equipment.

Safety Net Adjustments

The rates of pay in this Award include the safety net adjustment payable under the *2023 State Wage Case* and Minimum Standard for Remuneration. This safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such above Award payments include wages payable pursuant to enterprise agreements, currently operating enterprise flexibility agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the existing or previous State Wage Case principles, previous General Reviews of Award Wages and the *2023 State Wage Case* and Minimum Standard for Remuneration excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

Economic Incapacity Applications

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2023 State Wage Case* and Minimum Standard for Remuneration on the grounds of serious economic adversity. The merit of such application will be determined in the light of the particular circumstances of each case and the impact on employment at the enterprise level of the increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2022*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of SAET.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by SAET at the time it decides any application under this provision.

An individual employer making an application pursuant to this provision may make a request under s 55(2) of the SAET Act that the hearing of the matter be conducted in private and/or that some or all of the evidentiary material produced in the case not be available for inspection. Any such request will be determined by SAET in the circumstances of each case.

APPLICATIONS FILED

| <i>Case No</i> | <i>Description</i> |
|-------------------|---|
| 04000/2001 | AWARD VARIATION Award varied. Joined with PSA appln 4741/2001. Sch. 1 Wages re SWC 2001. Oupdate ppc 21/08/2001. |
| 04741/2001 | AWARD VARIATION Award varied. Joined with ASU appln 4000/2001. Sch. 1 Wages re SWC 2001. Oupdate ppc 21/08/2001. |
| 04400/2002 | AWARD VARIATION Award varied. Cl. 14 Parental Leave, delete Cl. 14A Adoption Leave, renumber Cl. 14B Child Care Leave (Other than Adoption Leave) as Cl. 14A, Sch. 1 Wages (re SWC 2002). Oupdate 21/08/2002. |
| 04451/2002 | AWARD VARIATION Appln withdrawn. See award variation 4400/2002. |
| 04135/2003 | AWARD VARIATION Award varied. Sch. 1 Wages re SWC 2003. Oupdate ppc 21/08/2003. |
| 04178/2004 | AWARD VARIATION Award varied. Sch. 1 Wages re SWC 2004. Oupdate ppc 21/08/2004. |
| 04444/2005 | AWARD VARIATION Award varied. Sch. 1 Wages re SWC 2005. Oupdate ppc 21/08/2005. |
| 00984/2006 | AWARD VARIATION Award varied. New Cl. 9A Continuous Service, Cl. 10 Annual Leave, Cl. 12 Personal Leave - Injury & Sickness, Cl. 14 Parental Leave, Cl. 26 Special Leave, New Cl. 23A Bereavement Leave. Oupdate 07/03/2006. |
| 01170/2006 | AWARD VARIATION Award varied - see 984/2006. |
| 04318/2006 | AWARD VARIATION Award NOT varied - appln withdrawn. |
| 05100/2006 | AWARD VARIATION Award varied. Sch. 1 Wages re General Appln to Review Wages 2006. Oupdate ppc 21/08/2006. |
| 04665/2007 | AWARD VARIATION Award varied. Sch.1 Wages re SWC 2007. Oupdates ppc 21/08/2007 & 01/10/2007. |
| 05885/2008 | AWARD VARIATION Award varied. Sch.1 Wages re SWC 2008. Oupdate ppc 01/10/2008. |
| 05766/2009 | AWARD VARIATION Award varied. Sch.1 Wages re SWC 2009. Oupdate ppc 01/10/2009. |
| 04660/2010 | AWARD VARIATION Award varied. Sch.1 Wages re SWC 2010. Oupdate ppc 01/10/2010. |
| 04384/2011 | AWARD VARIATION Award varied. Sch.1 Wages re SWC 2011. Oupdate ppc 01/10/2011. |

| <i>Case No</i> | <i>Description</i> |
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| 05893/2011 | AWARD VARIATION Award varied. Cl. 16 Casual Employment re Casual Loading Case. Updates ppc 01/01/2012, 01/07/2012, 01/07/2013, 01/07/2014. |
| 2782/2012 | AWARD VARIATION Award varied. Sch.1 Wages re SWC 2012. Update ppc 01/07/2012. |
| 3249/2013 | AWARD VARIATION Award varied. Sch.1 Wages re SWC 2013. Update ppc 01/07/2013. |
| 4498/2014 | AWARD VARIATION Award varied. Sch.1 Wages re SWC 2014. Update ppc 01/07/2014. |
| 6454/2015 | AWARD VARIATION Award varied. Sch.1 Wages re SWC 2015. Update ppc 01/07/2015. |
| 3232/2016 | AWARD VARIATION Award varied. Sch.1 Wages re SWC 2016. Update ppc 01/07/2016. |
| 3378/2017 | AWARD VARIATION Award varied. Sch.1 Wages re SWC 2017. Update ppc 01/07/2017. |
| 4341/2018 | AWARD VARIATION Award varied. Sch.1 Wages re SWC 2018. Update ppc 01/07/2018. |
| ET-19-01422 | AWARD VARIATION Award varied. Sch.1 Wages re SWC 2019. Update ppc 01/07/2019. |
| ET-19-00609 | S99 REVIEW OF AWARD Award varied. Cl. 3 Scope and Persons Bound, Cl. 13A Training/Consultation, Cl. 16 Casual Employment, Cl. 19 Dispute Settling Procedure, Cl. 20 Trade Union Training Leave, Cl. 21 Job Representatives, Cl. 25 Transfer of Service Credits, Cl. 28 Anti-Discrimination, Sch. 1 Wages. Update 01/10/2019. |
| ET-21-00552 | AWARD VARIATION Award varied. Sch.1 Wages re SWC 2020 (wages). Update ppc 01/07/2020. |
| ET-21-00552 | AWARD VARIATION Award varied. Sch.1 Wages (Supervisory Allowance) re SWC 2020 (allowances). Update ppc 01/07/2020. |
| ET-22-00821 | AWARD VARIATION Award varied. Sch.1 Wages re SWC 2021. Update ppc 01/07/2021. |
| ET-23-00803 | AWARD VARIATION Award varied. Sch.1 Wages re SWC 2022. Update ppc 01/07/2022 |
| ET-23-05990 | AWARD VARIATION Award varied. Sch.1 Wages re SWC 2023. Update ppc 01/07/2023 |