

# **STAFF EMPLOYED UNDER THE PARLIAMENT (JOINT SERVICES) ACT 1985, ENTERPRISE AGREEMENT 2005**

**File No. 7816 of 2005**

**This Agreement shall come into force on  
and from 7 December 2005 and have a  
life extending until 30 September 2006.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE  
AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR  
WORK ACT 1994.



DATED 07 DECEMBER 2005.

\_\_\_\_\_  
COMMISSION MEMBER



JPSC

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

**Enterprise Agreement**

**2005**

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## 1. TITLE

This Agreement is called the Staff Employed Under the Parliament (Joint Services) Act 1985 Enterprise Agreement 2005.

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

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

- Hotels, Clubs Etc Award.
- Agreement between the LHMU and the Joint Parliamentary Service Committee of September 2002.
- Memorandum of Understanding.

2.2 The terms and conditions prescribed in the Award as at the date this Agreement is certified 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.

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

## 3. PARTIES BOUND AND TERM OF AGREEMENT

This Agreement is made in pursuance of Section 75 of the Fair Work Act 1994 this day of \_\_\_\_\_, 2005.

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

Following approval of this Agreement by the Industrial Relations Commission of South Australia, the Agreement will not be binding on the Joint Parliamentary Service Committee until such time 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 30 September 2006 or until rescinded or superseded.

#### 4. PURPOSE

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

#### 5. AIMS AND OBJECTIVES

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

- Recognise that a number of initiatives have been, and will continue to be introduced to improve the efficiency and effectiveness of the Service,
- Consult in the development and implementation of reform and change programs,
- Ensure industrial harmony by adhering to the provisions of the agreed Grievance and Dispute Settling Procedures at Clause 15,
- Provide a basis for serious and genuine enterprise bargaining at the enterprise level,
- Provide for rewarding and meaningful work for all employees within an equitable, safe and healthy work environment,
- Provide wage increases consistent with Clause 11, "Wages and Salary Increase",
- Acknowledge that this Enterprise Agreement supersedes the Enterprise Agreement which expired on 12 November 2004.

#### 6. CONSULTATION

The parties commit to the following consultative principles:

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

- Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or the services employees provide.

## 7. MEMORANDUM OF UNDERSTANDING

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

- The operation of that MOU will be extended up to and including 30 September 2006.
- There will be no forced redundancy for employees bound by this Enterprise Agreement for the period during which the MOU has been extended,
- The terms of the MOU do not form part of this Enterprise Agreement, and
- For the purposes of this Enterprise Agreement, a reference to the MOU is to be taken as a reference to the MOU varied in the manner provided in Attachment A to this Enterprise Agreement. The terms of Attachment A are agreed by the parties. Attachment A is included only for the purpose of information and does not form part of this Enterprise Agreement.

## 8. WORKLIFE FLEXIBILITY

### 8.1 Voluntary Flexible Working Arrangements

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

8.1.1 The relevant Clerk / Chief Officer will consider an employee's request to participate in a Voluntary Flexible Working Arrangement (VFWA), including part-time employment, having regard to both the operational needs of Parliament and the particular workplace and the employee's circumstances.

8.1.2 This clause applies for the period an employee participates in a VFWA.

- (a) Subject to this clause, the salary or wages payable to an employee, or applicable to a position, where the employee elects to participate in a VFWA, will be adjusted to take account of the VFWA in which the employee is participating, notwithstanding any other provision in this Enterprise Agreement or relevant Award or Agreements.

- (b) Where an employee is participating in a Purchase Leave type of VFWA, the rate of pay to be used for calculating overtime payments, leave loading or shift penalties will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.
- (c) Where an employee is participating in a Compressed Weeks type of VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Overtime will only be payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.
- (d) Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another public sector employer in the event the employee immediately becomes employed by that employer party), the payment thereof (or the transferred leave credits) shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.

## 8.2 Paid Maternity Leave And Paid Adoption Leave

- 8.2.1 An employee who is granted maternity leave or adoption leave that commences on or after 5 May 2005 will be entitled to the benefits provided by this clause.
- 8.2.2 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, is entitled to twelve (12) weeks paid maternity leave.
- 8.2.3 Subject to this clause, an employee, other than a casual employee, who has completed 12 months of continuous service before taking custody of an adopted child is entitled to twelve (12) weeks paid adoption leave.
- 8.2.4 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
  - (a) The total of paid and unpaid maternity/adoption/parental/special leave is not to exceed 104 calendar weeks in relation to the

employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption;

- (b) An employee will be entitled to twelve (12) weeks leave, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.

8.2.5 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 of (six) 6 weeks during the first 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 of this agreement, the employee will be entitled, during the twenty four (24) weeks, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or
- (c) A combination of (a) and (b)

8.2.6 Part-time employees will have the same entitlements as full time employees on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).

8.2.7 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.

### 8.3 Return to Work on a Part Time Basis

8.3.1 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.

8.3.2 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 the relevant Chief Officer such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday;
- (b) At least 6 weeks prior to the relevant child's second birthday, the employee will advise the relevant Chief Officer whether the employee will revert to employment on a full time basis or seek to continue to be employed on a part time basis.
- (c) An employee's return to work on 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.

#### 8.4 Family Carer's Leave

8.4.1 Employees may access up to five days of their normal paid sick leave entitlement in any one year to provide support for a sick family member. The family member must be either:

- a spouse;
- a child;
- a parent;
- any other member of the person's household;
- any other person who is dependant on the person's care.

as defined in the Fair Work Act 1994.

8.4.2 This access is available if the following conditions are satisfied:

- (a) The employee must have responsibility for the care of the family member concerned; and
- (b) The employee produces satisfactory evidence of sickness of the family member, if requested.

8.4.3 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.

#### 8.5 Reimbursement of Reasonable Child Care Costs

8.5.1 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.

- 8.5.2 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
  - 8.5.3 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.
  - 8.5.4 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
  - 8.5.5 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 Employment.
  - 8.5.6 The employee will provide the relevant Chief Officer with a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required, detailing the cost incurred, or reimbursement sought, in respect of the work.
  - 8.5.7 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.
- 8.6 Reimbursement of Reasonable Travel Cost
- 8.6.1 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.
  - 8.6.2 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.
  - 8.6.3 The employee ordinarily uses public transport.
  - 8.6.4 Travel is by the most direct or appropriate route.

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

8.6.6 The employee provides the relevant Chief Officer with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

## 9. TRAINING AND DEVELOPMENT

9.1 The parties are committed to, and acknowledge the mutual benefit to the employer and employee, of planned human resource development and the provision and participation in development opportunities (including accredited training).

9.2 The parties acknowledge that the relevant Chief Officer will have regard to the principles contained in the Guideline for Planned Human Resource Development and Guideline for Individual Performance Development issued by the Commissioner for Public Employment.

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

9.3.1 acknowledge the potential development opportunities for employees who are able to undertake temporary positions at their substantive or higher remuneration level, 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.

9.3.2 require the consideration of existing employees of the Parliament in filling temporary vacancies.

## 10. WORKPLACE FLEXIBILITY

10.1 The parties agree that a Chief Officer may negotiate and reach agreement at a workplace level with employees within that workplace (including a group or an individual employee), on more flexible employment arrangements that will better meet the operational needs of the workplace having regard to the needs of employees (including taking into account employees' family and other non-work responsibilities).

10.2 This clause applies to a proposal by a Chief Officer or employee/s within a workplace to negotiate and agree on flexible employment arrangements to operate within a workplace (a "Workplace Flexibility Proposal").

10.2.1 Where a Chief Officer or employee/s intends to initiate a Workplace Flexibility Proposal, the initiator will notify the Chief

Officer or employee/s (as applicable) within the workplace likely to be affected, of the terms of the proposal and the manner in which it is intended to operate. The Chief Officer will provide such information to such employee representative/s party to this Enterprise Agreement that the Chief Officer believes may represent employees within the applicable workplace and will consult with the employee representative/s and affected employee/s in accordance with the consultative principles in this Enterprise Agreement.

10.2.2 Consultation in respect of a Workplace Flexibility Proposal will have regard to: operational efficiency and productivity; work and non-work impacts on individual affected employees; and whether the Proposal has policy implications across other Parliament House workplaces. Where such policy implications arise, the affected employee/s, (or relevant employee representative/s party to this Enterprise Agreement) or the Chief Officer, may refer the Proposal to the Management Advisory Committee (MAC) for consultation with those employee/s and with relevant employee representative/s party to this Enterprise Agreement (for the purposes of this clause the MAC is as defined under the Parliament (Joint Services) Act 1985).

10.2.3 A Workplace Flexibility Proposal may not be put to a vote by affected employees where it proposes employment arrangements that are less favourable (considered as a whole) than arrangements applying pursuant to this Enterprise Agreement (including a relevant Award).

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

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

## 11. WAGES AND SALARY INCREASE

11.1 This clause refers to the wage and salary schedules appearing in Appendix 1A: Salaries Schedule and Appendix 1B: Wages Schedule.

- 11.2 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 commencing on or after 1 October 2004 and 1 October 2005 respectively.

The salary increases detailed in Appendix 1A are based on the following annual percentage increases:

ASO1 to ASO3 (and equivalents)	4% pa;
ASO4 to ASO6 and MAS1 (and equivalents)	3.75% pa;
ASO7 and above (and equivalents)	3.5% pa.

The wage increases detailed in Appendix 1B are based on annual increases of \$30 per week.

- 11.3 The salary and wage increases for salaried and weekly paid employees to be paid on the 1 October 2004 are to incorporate the interim pay increase of 3.5% granted in January 2005.
- 11.4 This sub-clause applies to "pegged employees".

11.4.1 A "pegged employee" is an employee who is in receipt of a wage rate which has been pegged at a rate above that which is generally payable in relation to the employee's classification or position.

11.4.2 A pegged employee will not be entitled to any percentage or other increase in wage rate by reason of this Enterprise Agreement, unless the increase to the substantive rate of pay for an employee's classification, or position, brings that rate up to an amount higher than the pegged rate. In that event, the increase payable will be the difference between the new substantive rate and the pegged rate.

11.4.3 Once the rate of pay for a pegged employee's classification equals or exceeds the employee's pegged rate, the employee will, for all purposes, be regarded as not being subject to a pegged rate of pay.

## 12. OCCUPATIONAL HEALTH SAFETY AND WELFARE

- 12.1 The parties are committed to, and acknowledge the mutual benefit to, and responsibility of, the employer and employees for maintaining a safe and healthy work environment in accordance with the principles of the Occupational Health, Safety and Welfare Act 1986 as expressed in the Occupational Health and Safety Policy adopted by the Joint Parliamentary Service Committee and Presiding Officers on 28 June 1995.

- 12.2 The parties will have regard to the Commissioner for Public Employment's guidelines in relation to the elimination of workplace harassment and bullying.
- 12.3 The employer will not require an employee to have an unreasonable workload in the ordinary discharge of the employee's duties, notwithstanding the sitting hours of both Houses of Parliament.
- 12.4 The parties will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:
- 12.4.1 Improve workplace health and safety;
  - 12.4.2 Improve return to work performance; and
  - 12.4.3 Reduce human and workplace costs of injury or illness.
- 12.5 The parties will work to achieve and maintain applicable occupational health and safety and injury management standards and practices.

### 13. SALARY PACKAGING ARRANGEMENTS

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

### 14. AGENDA

- 14.1 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.

## 15. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

- 15.1 Any grievance, industrial dispute, or matter likely to create a dispute arising from this Agreement should be dealt with in the following manner:
- 15.2 The employee (with appropriate employee association or other representative if desired) should discuss any dispute affecting that employee with his/her supervisor.
- 15.3 If the matter is not resolved in accordance with 16.1 (where relevant the appropriate employee association shall be formally advised of the matter in issue) a conference on the matter will be arranged to be attended by the employee concerned and the employee association or an employee representative and the Secretary of the Joint Parliamentary Service Committee or other Chief Officer and a representative of the Chief Executive of Department for Administrative and Information Services or such other representative as the Secretary may decide.
- 15.4 The consultation process as prescribed in 15.2 shall commence within 24 hours of the dispute or likely dispute having been notified or such other period as may be agreed by the parties.
- 15.5 At any stage in the procedure, after consultation between the parties has taken place in accordance with the procedures, either party may request and be entitled to receive a response to its representatives within a reasonable time as may be agreed upon by the parties.
- 15.6 If the dispute or likely dispute is not resolved or there is undue delay on the part of the any party in responding to the matter, either party may refer the matter to the Industrial Relations Commission of South Australia. Such referral is subject to the provisions of the Parliament (Joint Services) Act 1985.
- 15.7 Without prejudice to either party, and except where a bona fide health and safety issue is involved, work is to continue while the matters in dispute are being dealt with in accordance with these procedures. "Work" means the work situation in place at the time the matter was first raised in accordance with these procedures.
- 15.8 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.
- 15.9 These procedures will not restrict the employer or its representatives or a duly authorised official of an employee association making representations to each other.
- 15.10 The parties acknowledge that, at any time, the parties may agree to use existing arrangements with regard to the employee assistance programme.

## 16. NO EXTRA CLAIMS

- 16.1 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.
- 16.2 Subject to this clause, the employees and associations undertake that for the term of this Enterprise Agreement, they will not pursue any further or other claims within the parameters of this Enterprise Agreement, except where consistent with State Wage Case principles.

## 17. VARIATIONS

- 17.1 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.
- 17.2 The parties recognise that the Act permits the Commission to vary an Enterprise Agreement.
- 17.3 The parties recognise that amendments to this agreement can be developed to facilitate:
- 17.3.1 The implementation of a Workplace Flexibility Agreement;
- 17.3.2 An agreed matter arising from a review pursuant to the Review Items clause;
- 17.3.3 Any other agreed changes.
- 17.4 For the purposes of facilitating variations in respect of particular workplaces which have been agreed by employees (or their representatives) within the particular workplace to give effect to a Workplace Flexibility Agreement; the parties undertake and agree that where a proposed variation:
- 17.4.1 Is to give effect to a Workplace Flexibility Agreement, the variation will be taken to have been agreed by the parties if a majority of affected employees agree to the variation; or
- 17.4.2 Is to give effect to an agreed matter the variation will be taken to have been agreed by the parties if the applicable employer and relevant employee representative/s party/ies to this Agreement agree to the variation.

## 18. RENEGOTIATION OF THE ENTERPRISE AGREEMENT

- 18.1 The parties to this Agreement agree that 6 months before the end of the Agreement they will seek to renegotiate a further agreement or a variation to this Agreement.



19. NOT TO BE USED AS A PRECEDENT

- 19.1 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.

20. SIGNATORIES TO THE AGREEMENT

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

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

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

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

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

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NAME SIGNATURE  
(SBC REPRESENTATIVE)

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NAME SIGNATURE

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(SBC REPRESENTATIVE)

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NAME  
(SBC REPRESENTATIVE)

SIGNATURE

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**APPENDIX 1A: SALARIES SCHEDULE**

## 1.1 Administrative Services Officers

## Administrative Services Stream

Classification	Step	Current	First full pay period on or after 1/10/2004	First full pay period on or after 1/10/2005	
ASO-1	17 years & under	\$17,746	\$18,456	\$19,194	
	18 years	\$20,608	\$21,432	\$22,290	
	19 years	\$23,470	\$24,409	\$25,386	
	20 years	\$26,332	\$27,386	\$28,481	
	1st year adult	\$28,622	\$29,767	\$30,958	
	2nd year adult	\$29,349	\$30,523	\$31,744	
	3rd year adult	\$30,145	\$31,351	\$32,605	
	4th year adult	\$30,872	\$32,107	\$33,391	
ASO-2	5th year adult	\$31,600	\$32,864	\$34,179	
	6th year adult	\$32,392	\$33,688	\$35,036	
	1	\$34,442	\$35,820	\$37,253	
	2	\$35,861	\$37,295	\$38,787	
	3	\$37,279	\$38,770	\$40,321	
	ASO-3	1	\$40,112	\$41,716	\$43,385
		2	\$41,530	\$43,191	\$44,919
		3	\$42,948	\$44,666	\$46,453
ASO-4	1	\$46,065	\$47,792	\$49,584	
	2	\$47,128	\$48,895	\$50,729	
	3	\$48,192	\$49,999	\$51,874	
ASO-5	1	\$51,373	\$53,299	\$55,298	
	2	\$53,338	\$55,338	\$57,413	
	3	\$55,443	\$57,522	\$59,679	
	4	\$57,547	\$59,705	\$61,944	
ASO-6	1	\$59,513	\$61,745	\$64,060	
	2	\$61,338	\$63,638	\$66,024	
	3	\$63,163	\$65,532	\$67,989	
ASO-7	1	\$66,013	\$68,323	\$70,714	
	2	\$67,936	\$70,314	\$72,775	
	3	\$69,761	\$72,203	\$74,730	
	4	\$71,655	\$74,163	\$76,759	
ASO-8	1	\$74,392	\$76,996	\$79,691	
	2	\$75,866	\$78,521	\$81,269	
	3	\$77,340	\$80,047	\$82,849	

## 1.2 **Casual Employees**

1.2.1 Where an employee is engaged as a casual employee and classified in the ASO classifications in this Schedule of Appendix 1, that employee will be paid a loading of 20% in addition to the hourly rate payable for the relevant classification. This loading is in lieu of any entitlement to paid sick leave and annual leave.

1.2.2 If the engagement of such a casual employee is determined by the Leader of Hansard as a Full Day then that employee will be paid for such an engagement at 7.5 hours of the appropriate hourly rate payable for the relevant classification plus 20% loading. This loading is in lieu of any entitlement to paid sick leave and annual leave.

1.2.3 If the engagement of such a casual employee is determined by the Leader of Hansard as a Half Day then that employee will be paid for such an engagement at 5 hours of the appropriate hourly rate payable for the relevant classification plus 20% loading. This loading is in lieu of any entitlement to paid sick leave and annual leave.

## 1.3 Operational Services Officers

## Operational Services Stream

Classification	Step	Current	First full pay period on or after 1/10/2004	First full pay period on or after 1/10/2005
OPS-1	17 years & under	\$17,376	\$18,071	\$18,794
	18 years	\$20,179	\$20,986	\$21,825
	19 years	\$22,981	\$23,900	\$24,856
	20 years	\$25,784	\$26,815	\$27,888
	1st year adult	\$28,026	\$29,147	\$30,313
	2nd year adult	\$29,349	\$30,523	\$31,744
	3rd year adult	\$30,145	\$31,351	\$32,605
	4th year adult	\$30,872	\$32,107	\$33,391
	5th year adult	\$31,600	\$32,864	\$34,179
	6th year adult	\$32,392	\$33,688	\$35,036
OPS-2	1	\$34,442	\$35,820	\$37,253
	2	\$35,861	\$37,295	\$38,787
	3	\$37,279	\$38,770	\$40,321
OPS-3	1	\$40,112	\$41,716	\$43,385
	2	\$41,530	\$43,191	\$44,919
	3	\$42,948	\$44,666	\$46,453
OPS-4	1	\$46,065	\$47,792	\$49,584
	2	\$47,128	\$48,895	\$50,729
	3	\$48,192	\$49,999	\$51,874
OPS-5	1	\$49,407	\$51,260	\$53,182
	2	\$51,022	\$52,935	\$54,920
	3	\$52,636	\$54,610	\$56,658
OPS-6	1	\$54,461	\$56,503	\$58,622
	2	\$56,006	\$58,106	\$60,285
	3	\$57,547	\$59,705	\$61,944
OPS-7	1	\$59,513	\$61,745	\$64,060
	2	\$61,338	\$63,638	\$66,024
	3	\$63,163	\$65,532	\$67,989

## 1.4 Manager Administrative Services (MAS)

Manager Administrative Services				
Classification	Step	Current	First full pay period on or after 1/10/2004	First full pay period on or after 1/10/2005
MAS 1	1	\$64,568	\$66,989	\$69,501
MAS 2	2	\$73,059	\$75,616	\$78,263
MAS 3	3	\$78,745	\$81,501	\$84,354

<b>POSITION</b>	<b>CURRENT RATE (PA)</b>	<b>1 OCTOBER 2004 (PA)</b>	<b>1 OCTOBER 2005 (PA)</b>
<b>Assistant Leader</b>	\$77,340	\$80,047	\$82,849
<b>Leader of Hansard</b>	\$92,989	\$96,244	\$99,612

## 1.5 Building Services Employees

<b>POSITION</b>	<b>CURRENT RATE (PA)</b>	<b>1 OCTOBER 2004 (PA)</b>	<b>1 OCTOBER 2005 (PA)</b>
<b>Building Services Manager</b>	\$65,978	\$68,287	\$70,677

## Appendix 1B: WAGES SCHEDULE

### 2.1 Casual Console Operator

POSITION	CURRENT RATE (PER HOUR)	1 OCTOBER 2004 (PER HOUR)	1 OCTOBER 2005 (PER HOUR)
<b>Casual Console Operator</b>			
Normal Rate	\$18.33	\$19.06	\$19.82
Shift Rate	\$20.62	\$21.44	\$22.30
Time + 50%	\$25.96	\$27.00	\$28.08
Time + 100%	\$33.60	\$34.94	\$36.34

### 2.2 Catering Division Employees

POSITION	CURRENT RATE	1/10/2004 - \$30 PW	1/10/2005 - \$30 PW
<b>Kitchen Attendant</b>			
Level 1 - 1st year	\$555.45	\$585.45	\$615.45
Level 1 - 2nd year	\$568.05	\$598.05	\$628.05
Level 2 - 1st year	\$587.70	\$617.70	\$647.70
Level 2 - 2nd year	\$600.35	\$630.35	\$660.35
Level 3 - 1st year	\$611.40	\$641.40	\$671.40
Level 3 - 2nd year	\$624.10	\$654.10	\$684.10
<b>Food &amp; Beverage Attendant</b>			
Level 2 - 1st year	\$587.70	\$617.70	\$647.70
Level 2 - after 1 year	\$600.35	\$630.35	\$660.35
Level 3 - 1st year	\$611.40	\$641.40	\$671.40
Level 3 - after 1 year	\$624.10	\$654.10	\$684.10
Level 4 - 1st year	\$647.65	\$677.65	\$707.65
Level 4 - after 1 year	\$661.30	\$691.30	\$721.30
<b>Blue Room Supervisor</b>			
1st year	\$631.85	\$661.85	\$691.85
After 1 year	\$645.60	\$675.60	\$705.60
<b>Cellar Person</b>	\$661.30	\$691.30	\$721.30
<b>Cook</b>			
Level 4 - 1st year	\$647.65	\$677.65	\$707.65
Level 4 - after 1 year	\$661.30	\$691.30	\$721.30
Level 5 - 1st year	\$705.40	\$735.40	\$765.40
Level 5 - after 1 year	\$718.95	\$748.95	\$778.95
Level 6 - 1st year	\$774.15	\$804.15	\$834.15



Level 6 - after 1 year	\$831.90	\$861.90	\$891.90
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### **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 LHMU and the Joint Parliamentary Service Committee of September 2004.

Casual Employees - Calculated in Accordance with the JPSC & LHMU Agreement (September 2004)

Cook Level 6	\$30.97	\$32.17	\$33.37
Cook Level 5	\$28.22	\$29.42	\$30.62
Cook Level 4	\$25.91	\$27.11	\$28.31
Kitchen Attendant Level 3	\$24.46	\$25.66	\$26.86
Kitchen Attendant Level 2	\$23.51	\$24.71	\$25.91
Kitchen Attendant Level 1	\$22.22	\$23.42	\$24.62
Food & Bev Attendant Level 4	\$25.91	\$27.11	\$28.31
Food & Bev Attendant Level 3	\$24.46	\$25.66	\$26.86
Food & Bev Attendant Level 2	\$23.51	\$24.71	\$25.91

## Schedule 1

**STAFF EMPLOYED UNDER THE PARLIAMENT (JOINT SERVICES)  
ACT 1985, ENTERPRISE AGREEMENT 2005  
BUILDING ATTENDANTS AGREEMENT**

**CLAUSE 1. APPLICATION OF AGREEMENT**

This agreement shall be binding on the Joint Parliament Services Committee and the Public Service Association of South Australia 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 and from 1<sup>st</sup> July 2004.

**CLAUSE 3. ARRANGEMENT**

<b>Arrangement Clause No.</b>	
	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:-

<b>Classification</b>	<b>Salary \$ p.a .</b>
Building Attendants 2	As per salary schedule
Operational Services Officer (OPS)	

**CLAUSE 5. HOURS OF DUTY**

The ordinary working hours of employees shall average thirty eight (38) per week, worked according to roster over seven days per week. One additional shift of eight 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.

#### **CLAUSE 6. SHIFT ALLOWANCES**

- I. An employee whilst working on afternoon or night shift shall be paid for such shift fifteen (15) per cent 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. Such extra rate shall be in substitution for and not cumulative upon the shift allowance prescribed in sub clause (i) hereof.
- 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 clauses (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.

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 or ordinary work on the one day and the commencement of ordinary work on the next day that the employee has not had at least eight consecutive hours off duty between those time shall, subject to this sub clause, be released after completion of such overtime until the employee has eight 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 employed under the provisions of this agreement shall be those prescribed by Commissioners. Standard No. 3 issued by the Commissioner for Public Employment. 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.

Payment for recreation leave and the calculation of recreation leave loading shall be in accordance with the provisions of Commissioners Standard No. 3 issued by the Commissioner for Public Employment.

### **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 Management Act 1995.

### **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.

**Schedule 2**

**AGREEMENT**  
**Between**  
**Liquor, Hospitality and Miscellaneous Union (LHMU)**  
**&**  
**The Joint Parliamentary Service Committee (JPSC)**

ARRANGEMENT

<b>CLAUSE No.</b>	<b>SUBJECT MATTER</b>
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
18	DURATION OF AGREEMENT

1. DEFINITIONS

1. Chairman means the Chairman of the Joint Parliamentary Service Committee.
2. Committee means the Joint Parliamentary Service Committee.
3. Employee means a person employed by the Joint Parliamentary Service Committee under classifications listed in "The Hotels, Clubs etc, Award", (As Registered in the S.A. Industrial Commission. 1973 No 115)
4. Secretary means the Secretary of the Joint Parliamentary Service Committee.
5. Union means the Liquor, Hospitality & Miscellaneous Workers Union (LHMU)

## 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.

- (a) 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

- (b) 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 2005” shall apply.

#### 5. WAGES

- (i) All employees shall be classified in accordance with the Hotels Clubs, etc. Award.
- (ii) All employees will receive wages in accordance with the “Staff Employed Under the Parliament (Joint Services) Act 1985 Enterprise Agreement 2005.
- (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 Holiday Act 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;

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.

- (b) 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.

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

- (b) 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 employee's ordinary starting time on the employee's usual working day immediately following the last day of the period of the employee's leave, the employee shall not be entitled to be paid for any such holiday.
- (c) 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 employee's 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 Management Act, 1995 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 9.30pm such employee shall be provided with transport to their home.

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 7.30 pm.

14. UNIFORMS

All employees if required to wear uniforms shall be provided with same. At least 2 uniforms every two years will be supplied.

Such uniforms to remain the property of the employer and reasonable maintenance of such uniforms shall be the responsibility of the employee.

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

- 1. 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.
- 2. In the event of this discussion not resolving the matter, the Manager or assistant arranges a discussion with a Union official through the LHMU Secretary and advises the JPSC in writing about the existence of a dispute.
- 3. 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.
- 4. 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.

18. DURATION OF AGREEMENT

This agreement will come into force for a period of two years commencing on and from 30 September, 2004.

Provided that either party may make application for the variation of wages/conditions should there be any movement in respect of wages under the Hotel, Clubs etc. Award or conditions under the Public Sector Management Act, 1995 as amended.

**ATTACHMENT A**

This attachment is included only for the purpose of information.

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

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

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

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