

STAFF EMPLOYED UNDER THE PARLIAMENT (JOINT SERVICES) ACT 1985 ENTERPRISE AGREEMENT 2010

File No. 01572/2010B

**This Agreement shall come into force on
29 April 2010 and have a life extending until
20 December 2012.**

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



DATED 29/04/2010

A handwritten signature in black ink, appearing to be "G. King".

COMMISSION MEMBER

JPSC

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

Enterprise Agreement

2010

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1. TITLE

- 1.1 This Agreement is called the Staff Employed Under the Parliament (Joint Services) Act 1985 Enterprise Agreement 2010.

2 RELATIONSHIP OF AGREEMENT TO PARENT AWARDS AND AGREEMENTS

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

- 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

- 3.1 This Agreement is made in pursuance of Section 75 of the Fair Work Act 1994 this day of _____, 2010. 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').

- 3.2 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 20 December 2012 or until rescinded or superseded.

4. PURPOSE

- 4.1 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

- 5.1 Whilst recognising the autonomy of the various Divisions of the Parliament, the aims and objectives of this Enterprise Agreement are to:
- Recognise that a number of initiatives have been, and will continue to be introduced to improve the efficiency and effectiveness of the Service,
 - Consult in the development and implementation of reform and change programs,
 - Ensure industrial harmony by adhering to the provisions of the agreed Grievance and Dispute Settling Procedures at Clause 17;
 - 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 12, "Wages and Salary Increase";
 - Existing conditions of employment applying to a party not being reduced, subject to the terms of this Enterprise Agreement and any applicable Flexible Working Agreements. This commitment does not prevent the operation of other commitments in this clause, but not to the effect that (considered as a whole) would result in a diminution of conditions existing as at the date of approval by the Commission;
 - Acknowledge that this Enterprise Agreement supersedes the Enterprise Agreement which expired on 20 December 2009.

6. CONSULTATION

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

- (e) an individual who enters into a flexible work agreement will not be required to work more hours in each pay period than he/she was required to work before the flexible work arrangements were entered into.

8.2 Parental Leave

Definitions

In this clause, unless the contrary intention appears:

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

Adoption leave means adoption leave provided under 8.2.3.2.

Child means a child of the employee or the employee's spouse under the age of one year; or means a **child** under the age of 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.

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

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

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

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

Extended adoption leave means **adoption leave** provided under 8.2.3.3(a).

Extended paternity leave means **paternity leave** provided under 8.2.4.1(b).

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

Maternity leave means maternity leave provided under 8.2.3.1.

Medical certificate means a certificate as prescribed in 8.2.6.1.

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

Paternity leave means paternity leave provided under 8.2.4.

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

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

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

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

Special maternity leave means **maternity leave** provided under 8.2.10.

Spouse includes a defacto spouse or a former spouse.

8.2.1 Employer's responsibility to inform

On becoming aware that:

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

an employer must inform the employee of:

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

8.2.2 Eligibility for and entitlement to parental leave

Subject to the qualifications in 8.2.5, the provisions of this clause apply to full-time, part-time and **eligible casual employees** but do not apply to other employees.

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

8.2.3 Paid Maternity Leave and Paid Adoption Leave

Paid maternity leave and paid adoption leave applies in accordance with this clause. This clause comes into effect on and from 21 December 2009.

- 8.2.3.1 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable), is entitled to: sixteen (16) weeks paid maternity or adoption leave (as applicable) on or after the date of approval of this agreement by IRCSA (the "applicable maximum period").
- 8.2.3.2 An employee who, at the time of taking such paid maternity or adoption leave, has been employed in Parliament House for not less than five (5) years (including any periods of approved unpaid leave), will be entitled to eighteen (18) weeks on or after [INSERT DATE – twelve (12) months after approval of this Enterprise Agreement] (the "applicable maximum period").
- 8.2.3.3 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
 - (a) The total of paid and unpaid maternity/adoption/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 the applicable maximum period, , paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption 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.
- 8.2.3.4 At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:
 - (a) To take the paid leave in 2 periods split into equal proportions 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 clause of this Enterprise Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or
 - (c) A combination of (a) and (b).

- 8.2.3.5 Part time employees will have the same entitlements as full time employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).
- 8.2.3.6 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.
- 8.2.3.7 Where both prospective parents are employees covered by this Enterprise Agreement, the period of paid maternity or adoption leave (as applicable) may be shared by both employees, provided that the total period of paid maternity or adoption leave does not exceed the applicable maximum and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of the organisation.
- 8.2.3.8 The entitlements in this clause will be in addition to, but cannot be taken at the same time as, leave that may be taken as a result of the Commonwealth's Paid Parental Leave scheme.

8.2.4 Paternity Leave

- 8.2.4.1 A male employee is, on production of the required *medical certificate*, entitled to one or two periods of *paternity leave*, the total of which must not exceed 52 weeks, as follows:
- (a) An unbroken period of up to one week at the time of the birth of the **child**.
 - (b) A further unbroken period of up to 51 weeks in order to be the **primary care-giver** of the **child** (to be known as **extended paternity leave**).

8.2.5 Qualifications on entitlements and eligibility

- 8.2.5.1 An employee engaged upon casual or seasonal work is not entitled to **parental leave**.
- 8.2.5.2 An entitlement to **parental leave** is subject to the employee having at least 12 months of **continuous service** with the employer immediately preceding: in the case of **maternity leave**, the expected date of birth; or otherwise the date on which the leave is due to commence.
- 8.2.5.3 The entitlement to **parental leave** is reduced:
- (a) In the case of **maternity leave**, by any period of **extended paternity leave** taken by the employee's spouse and/or by any period of **special maternity leave** taken by the employee.
 - (b) In the case of **extended paternity leave**, by any period of **maternity leave** taken by the employee's **spouse**.
 - (c) In the case of **extended adoption leave**, by any period of **extended adoption leave** taken by the employee's **spouse**.

8.2.6 Certification required

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

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

whichever is appropriate.

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

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

8.2.7 Notice requirements

8.2.7.1 Maternity leave

- (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 8.2.7 within two weeks after the change takes place.
- (b) An employer may, by not less than 14 days notice in writing to the employee, require her to commence **maternity leave** at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given her employer the required notice.

8.2.7.2 Paternity leave

An employee must:

- (i) 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**.
- (ii) Notify the employer of any change in the information provided pursuant to 8.2.7 within two weeks after the change takes place.

8.2.7.3 Adoption leave

An employee must:

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

8.2.7.4 Unforeseen circumstances

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

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

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

8.2.8 Taking of parental leave

8.2.8.1 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**.

8.2.8.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with **parental leave**, take any annual leave or long service leave to which the employee is entitled.

- 8.2.8.3 Subject to 8.2.5 and unless agreed otherwise between the employer and employee, an employee may commence **parental leave** at any time within six weeks immediately prior to the expected date of birth.
- 8.2.8.4 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 8.2.8.5 Where leave is granted under 8.2.8.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- 8.2.8.6 **Adoption leave** cannot extend beyond the **child's** fifth birthday.

8.2.9 Variation and cancellation of parental leave

- 8.2.9.1 Without extending an entitlement beyond the limit set by 8.2.2, **parental leave** may be varied as follows:
- (a) The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.
 - (b) The leave may be lengthened or shortened by agreement between the employer and the employee.
- 8.2.9.2 **Parental leave**, if applied for but not commenced, is cancelled:
- (a) should the pregnancy terminate other than by the birth of a living **child**; or
 - (b) should the placement of a **child** proposed for **adoption** not proceed.
- 8.2.9.3 If, after the commencement of any **parental leave**:
- (a) the pregnancy is terminated other than by the birth of a living **child** or, in the case of **adoption leave**, the placement of the **child** ceases; and
 - (b) the employee gives the employer notice in writing stating that the employee desires to resume work,
- the employer must allow the employee to resume work within four weeks of receipt of the notice.
- 8.2.9.4 **Parental leave** may be cancelled by agreement between the employer and the employee.

8.2.10 Special maternity leave and personal leave

- 8.2.10.1 If:
- (a) an employee not then on maternity leave suffers illness related to her pregnancy she is entitled to take leave under 8.3; or
 - (b) the pregnancy of an employee not then on **maternity leave** terminates after 28 weeks otherwise than by the birth of a living **child**, she may take such paid personal leave as she is then entitled to and such further unpaid leave (to be

known as **special maternity leave**) as a legally qualified medical practitioner certifies to be necessary before her return to work. Provided that the aggregate of paid personal leave, **special maternity leave** and **maternity leave** must not exceed the period to which the employee is entitled under 8.2.3 and she is entitled to take unpaid **special maternity leave** for such periods as a registered medical practitioner certifies as necessary.

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

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

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

8.2.11 Special adoption leave

8.2.11.1 An employee who has received approval to **adopt** a **child** who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the **child**.

8.2.11.2 An employee who is seeking to **adopt** a **child** is entitled to such unpaid leave not exceeding five days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the **adoption** procedure.

8.2.11.3 The leave under this clause 8.2.11 is to be known as **special adoption leave** and does not affect any entitlement under 8.4.

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

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

8.2.12 Transfer to a safe job - maternity leave

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

- (a) illness or risks arising out of the pregnancy; or
- (b) hazards connected with the work assigned to the employee,

make it inadvisable for the employee to continue her present work, the employee must, if the employer considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

8.2.12.2 If the transfer to a safe job is not considered practicable, the employee is entitled, or the employer may require the employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.

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

8.2.13 Part-time work

8.2.13.1 An employee who is pregnant or is entitled to **parental leave** may, by agreement with the employer, reduce the employee's hours of employment to an agreed extent subject to the following conditions:

- (a) Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or
- (b) Where the employee is entitled to **parental leave**, by reducing the employee's entitlement to **parental leave** for the period of such agreement.

8.2.14 Communication during parental leave

8.2.14.1 Where an employee is on **parental leave** and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing **parental leave**; and
- (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing **parental leave**.

8.2.14.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of **parental leave** to be taken, whether the employee intends to return to work and whether the employee intends to return to work on a part-time basis.

8.2.14.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 8.2.14.1.

8.2.15 Return to work after parental leave

8.2.15.1 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.

8.2.15.2 The following conditions apply to an employee applying to return on a part time basis:

- (a) The employee will provide such request at least 6 weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide to their Supervisor such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday.
- (b) At least 6 weeks prior to the relevant child's second birthday, the employee will advise their Supervisor whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part time basis.

- (c) An employee's return to work part time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

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

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

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

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

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

8.2.16 Right to request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

8.2.16.3 The employee's request and the employer's decision made under 8.2.16.1(a) must be recorded in writing.

8.2.16.4 Where an employee wishes to make a request under 8.2.16.1(a), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from **parental leave**.

8.2.17 Termination of employment

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

8.2.17.2 An employer must not terminate the employment of an employee on the ground of her pregnancy or an employee's absence on **parental leave**.

8.2.18 Replacement employees

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

8.3 Personal Leave – Injury and Sickness

8.3.1 Entitlement to personal leave

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

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

8.3.2 Conditions for payment of personal leave

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

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

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

8.4 Personal Leave – To Care for a Family Member

Definitions

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

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

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

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

8.4.1 Paid personal leave to care for a family member

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

- (a) due to personal injury; or

- (b) for the purposes of caring for a family member who is sick and requires the employee's care and support of who requires care due to an unexpected emergency,
is entitled to up to 10 days or the equivalent in hours in any completed year of **continuous service** (pro rata for **part-time employees**) to provide care and support for such persons when they are ill.
- 8.4.2 By agreement between the employer and an individual employee, the employee may access an additional amount of their accrued **personal leave** for the purposes set out in this clause. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.
- 8.4.3 The entitlement to use **personal leave to care for a family member** is subject to the employee being responsible for the care of the person concerned.
- 8.4.4 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
- 8.4.5 In normal circumstances an employee must not take **personal leave to care for a family member** where another person has taken leave to care for the same person.
- 8.4.6 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- 8.4.7 The amount of **personal leave to care for a family member** taken is to be deducted from the amount of the employees *personal leave credit*.
- 8.4.8 Unpaid personal leave to care for a family member
 - 8.4.8.1 Where an employee has exhausted all paid **personal leave** entitlements, an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a **family** member who is ill or who requires care due to an unexpected emergency.
 - 8.4.8.2 The employer and the employee shall agree upon the period of unpaid **personal leave to care for a family member** which may be taken.
 - 8.4.8.3 In absence of the agreement between the employer and the employee, the employee is entitled to take up to two days (of a maximum of 16 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.
- 8.4.9 Casual employees caring responsibilities
 - 8.4.9.1 Casual employees are not entitled to **personal leave to care for a family member** or bereavement leave but subject to the evidentiary requirements in 8.4 and 8.5, casuals are entitled to not be available to attend work, or to leave work:
 - (a) to care for a member of their **family** who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (b) upon the death of a **family** member.
 - 8.4.9.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 8.4.9.1 is:
 - (a) the period agreed upon between the employer and the employee; or
 - (b) up to 48 hours (or 2 days) per occasion.

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

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

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

8.5 Bereavement Leave

8.5.1 Entitlement to leave

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

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

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

8.5.2 Unpaid entitlement to leave

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

8.5.3 Effect of other leave

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

8.6 Continuous Service

8.6.1 Maintenance of continuous service

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

- (a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement.
- (b) Absence of the employee from work for any cause by leave of the employer.
- (c) Absence from work on account of illness, disease or injury.
- (d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- (e) Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Agreement or the Long Service Leave Act 1987.
- (f) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.

- (g) Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer.
- (h) Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated.
- (i) Any other absence from work for any reason other than those referred to in this clause, unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or no later than 14 days after the end of the period of absence.

8.6.2 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.

8.7 Reimbursement of Reasonable Child Care Costs

- 8.7.1 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.
- 8.7.2 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 8.7.3 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.
- 8.7.4 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 8.7.5 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.
- 8.7.6 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.
- 8.7.7 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.

8.8 Reimbursement of Reasonable Travel Cost

- 8.8.1 Where an employee, other than a casual employee, is required to work outside of their ordinary hours of work and the period of work starts or finishes outside of the ordinary timetabled operating hours of public transport, the employee will be entitled to reimbursement of reasonable home to work or work to home (as applicable) travel costs, subject to this clause.
- 8.8.2 The work, or the hour/s to be worked, is/are not part of a regular or systematic pattern of work or hour/s performed by the employee.
- 8.8.3 The employee ordinarily uses public transport.
- 8.8.4 Travel is by the most direct or appropriate route.
- 8.8.5 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the Commissioner for Public Employment.
- 8.8.6 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:
 - (a) acknowledge the potential development opportunities for employees who are able to undertake temporary positions at their substantive or higher remuneration level, within Parliament House or another South Australian public sector agency, having regard to both the operational needs of Parliament and the particular workplace and the employees circumstances.
 - (b) require the consideration of existing employees of the Parliament in filling temporary vacancies.
- 9.4 The parties agree that a Training and Development Policy will be developed in consultation with employees and is to be reviewed periodically.

10. **PROFESSIONAL DEVELOPMENT**

- 10.5 An employee bound by this agreement will be entitled to:
 - 10.5.1 Reimbursement of the reasonable cost of appropriate professional development expenses incurred during their employment subject to the following:
 - a) The professional development is a compulsory requirement of a recognised professional registration or accreditation body applicable to the employee's professional capacity in order for the employee to maintain or acquire his or her

registration or accreditation in the professional occupation or capacity in which he or she is employed; and

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

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

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

11. WORKPLACE FLEXIBILITY

11.1 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).

11.2 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").

11.2.1 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.

11.2.2 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).

- 11.2.3 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).
- 11.2.4 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").
- 11.2.5 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.

12. WAGES AND SALARY INCREASE

- 12.1 This clause refers to the wage and salary schedules appearing in Appendix 1A: Salaries Schedule and Appendix 1B: Wages Schedule.
- 12.2 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 2009, 1 October 2010 and 1 October 2011 respectively.

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

1 October 2009	2.5% pa;
1 October 2010	2.5% pa;
1 October 2011	2.5% pa.

- 12.3 This sub-clause applies to "pegged employees".
 - 12.3.1 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.
 - 12.3.2 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.
 - 12.3.3 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.

13. ONE-OFF PAYMENT

- 13.1 Subject to this clause, an employee (other than a casual employee) will be paid a one-off payment of \$600 as soon as practicable after approval by the Industrial Relations Commission of South Australia (IRCSA).
- 13.2 The one-off payment will:
- 13.2.1 Be adjusted on a pro rata basis for part time employees and for contract employees (based on the proportion of the contract period against 12 months and pro rata if part time) and the point in time to be used for determining a pro rata amount will be the date of application to the IRCSA; and
- 13.2.2 Not count for any other purpose whatsoever despite any other term of this Enterprise Agreement, or any applicable award, unregistered agreement, contract of employment, formal or informal local or agency practice, or otherwise; nor will it operate as a precedent for any future or other agreement.
- 13.3 A part time employee and/or contract employee who is employed in more than one capacity or agency may receive more than one pro rata payment provided that in no circumstances whatsoever will any part time and/or contract employee be entitled to be paid in aggregate more than a total of \$600.
- 13.4 This clause will only apply to employees who are employed both as at the date an application is made and the date of approval by the IRCSA of this Enterprise Agreement; and will cease to have any further effect in relation to an employee following payment pursuant to this clause.

14. OCCUPATIONAL HEALTH SAFETY AND WELFARE

- 14.1 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, Safety and Welfare Policy adopted by the Presiding Officers and Joint Parliamentary Service Committee on 28 May 2009.
- 14.2 The parties will have regard to the Commissioner for Public Employment's guidelines in relation to the elimination of workplace harassment and bullying.
- 14.3 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.
- 14.4 The parties will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:
- Improve workplace health and safety;
 - Improve return to work performance; and
 - Reduce human and workplace costs of injury or illness.
- 14.5 The parties will work to achieve and maintain applicable occupational health and safety and injury management standards and practices.

- 14.6 The parties agree that an Occupational Health, Safety and Welfare Policy and Procedure will be developed in consultation with employees and is to be reviewed periodically.

15. SALARY PACKAGING ARRANGEMENTS

- 15.1 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.

- 15.1.1 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.

- 15.1.2 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.

- 15.1.3 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.

16. AGENDA

- 16.1 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.

17. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

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

- 17.2 The employee (with appropriate employee association or other representative if desired) should discuss any dispute affecting that employee with his/her supervisor.

- 17.3 If the matter is not resolved in accordance with 17.2 (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 Public Sector Workforce Relations or such other representative as the Secretary may decide.

- 17.4 The consultation process as prescribed in 17.2 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.

- 17.5 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.

- 17.6 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.
- 17.7 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.
- 17.8 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.
- 17.9 These procedures will not restrict the employer or its representatives or a duly authorised official of an employee association making representations to each other.
- 17.10 The parties acknowledge that, at any time, the parties may agree to use existing arrangements with regard to the employee assistance programme.

18. NO EXTRA CLAIMS

- 18.1 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.
- 18.2 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.

19. VARIATIONS

- 19.1 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.
- 19.2 The parties recognise that the Act permits the Commission to vary an Enterprise Agreement.
- 19.3 The parties recognise that amendments to this agreement can be developed to facilitate:
- The implementation of a Workplace Flexibility Agreement;
 - An agreed matter arising from a review pursuant to the Review Items clause;
 - Any other agreed changes.
- 19.4 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:
- 19.4.1 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

19.4.2 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.

20. RENEGOTIATION OF THE ENTERPRISE AGREEMENT

20.1 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.

21. LIFE OF THE AGREEMENT

21.1 This Agreement will operate until 20 December 2012 or until replaced or superseded.

22. NOT TO BE USED AS A PRECEDENT

21.1 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.

23. SIGNATORIES TO THE AGREEMENT

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

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

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

..... /...../.....
for Liquor Hospitality and Miscellaneous
Union – SA Branch
Branch Secretary, Mr David Di Troia

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

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

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(SBC REPRESENTATIVE)

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(SBC REPRESENTATIVE)

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NAME SIGNATURE
(SBC REPRESENTATIVE)

APPENDIX 1A SALARIES SCHEDULE

Administrative Services Officers

Classification	Step	First full pay period on or after 1 October 2009	First full pay period on or after 1 October 2010	First full pay period on or after 1 October 2011
ASO-1	17 years & under	\$21,813	\$22,358	\$22,917
	18 years	\$25,331	\$25,964	\$26,613
	19 years	\$28,850	\$29,571	\$30,310
	20 years	\$32,367	\$33,176	\$34,005
	1st year adult	\$35,182	\$36,062	\$36,964
	2nd year adult	\$36,075	\$36,977	\$37,901
	3rd year adult	\$37,053	\$37,979	\$38,928
	4th year adult	\$37,948	\$38,897	\$39,869
	5th year adult	\$38,841	\$39,812	\$40,807
	6th year adult	\$39,816	\$40,811	\$41,831
ASO-2	1	\$42,336	\$43,394	\$44,479
	2	\$44,079	\$45,181	\$46,311
	3	\$45,823	\$46,969	\$48,143
ASO-3	1	\$49,305	\$50,538	\$51,801
	2	\$51,047	\$52,323	\$53,631
	3	\$52,792	\$54,112	\$55,465
ASO-4	1	\$56,348	\$57,757	\$59,201
	2	\$57,651	\$59,092	\$60,569
	3	\$58,952	\$60,426	\$61,937
ASO-5	1	\$62,842	\$64,413	\$66,023
	2	\$65,246	\$66,877	\$68,549
	3	\$67,822	\$69,518	\$71,256
	4	\$70,395	\$72,155	\$73,959
ASO-6	1	\$72,801	\$74,621	\$76,487
	2	\$75,032	\$76,908	\$78,831
	3	\$77,266	\$79,198	\$81,178
ASO-7	1	\$80,362	\$82,371	\$84,430
	2	\$82,704	\$84,772	\$86,891
	3	\$84,926	\$87,049	\$89,225
	4	\$87,233	\$89,414	\$91,649
ASO-8	1	\$90,564	\$92,828	\$95,149
	2	\$92,357	\$94,666	\$97,033
	3	\$94,152	\$96,506	\$98,919
Manager Administrative Services				
MAS 1	1	\$78,984	\$80,959	\$82,983
MAS2	1	\$88,940	\$91,164	\$93,443
MAS3	1	\$95,863	\$98,260	\$100,717

Casual Employees

Where an employee is engaged as a casual employee and classified in the ASO classifications in this Schedule of Appendix 1, that employee will be paid a loading of 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.

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.

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.

APPENDIX 1A (continued)

Operational Services Officers

Classification	Step	First full pay period on or after 1 October 2009	First full pay period on or after 1 October 2010	First full pay period on or after 1 October 2011
OPS-1	17 years & under	\$21,359	\$21,893	\$22,440
	18 years	\$24,803	\$25,423	\$26,059
	19 years	\$28,248	\$28,954	\$29,678
	20 years	\$31,693	\$32,485	\$33,297
	1st year adult	\$34,449	\$35,310	\$36,193
	2nd year adult	\$36,075	\$36,977	\$37,901
	3rd year adult	\$37,053	\$37,979	\$38,928
	4th year adult	\$37,948	\$38,897	\$39,869
	5th year adult	\$38,841	\$39,812	\$40,807
	6th year adult	\$39,816	\$40,811	\$41,831
OPS-2	1	\$42,336	\$43,394	\$44,479
	2	\$44,079	\$45,181	\$46,311
	3	\$45,823	\$46,969	\$48,143
OPS-3	1	\$49,305	\$50,538	\$51,801
	2	\$51,047	\$52,323	\$53,631
	3	\$52,792	\$54,112	\$55,465
OPS-4	1	\$56,348	\$57,757	\$59,201
	2	\$57,651	\$59,092	\$60,569
	3	\$58,952	\$60,426	\$61,937
OPS-5	1	\$60,438	\$61,949	\$63,498
	2	\$62,412	\$63,972	\$65,571
	3	\$64,387	\$65,997	\$67,647
OPS-6	1	\$66,621	\$68,287	\$69,994
	2	\$68,510	\$70,223	\$71,979
	3	\$70,395	\$72,155	\$73,959
OPS-7	1	\$72,801	\$74,621	\$76,487
	2	\$75,032	\$76,908	\$78,831
	3	\$77,266	\$79,198	\$81,178

POSITION	1 OCTOBER 2009 (PA)	1 OCTOBER 2010 (PA)	1 OCTOBER 2011 (PA)
Assistant Leader	\$94,152	\$96,506	\$98,919
Leader of Hansard	\$113,201	\$116,031	\$118,932

APPENDIX 1B WAGES SCHEDULE

2.1 Casual Console Operator

POSITION	1 OCTOBER 2009 (PER HOUR)	1 OCTOBER 2010 (PER HOUR)	1 OCTOBER 2011 (PER HOUR)
Casual Console Operator			
Normal Rate	\$22.48	\$23.04	\$23.62
Shift Rate	\$25.29	\$25.92	\$26.57
Time + 50%	\$31.84	\$32.64	\$33.46
Time + 100%	\$41.21	\$42.24	\$43.30

Catering Division Employees

POSITION	1/10/2009	1/10/2010	1/10/2011
Kitchen Attendant			
Level 1 - 1st year	\$723.10	\$741.20	\$759.75
Level 1 - 2nd year	\$736.00	\$754.40	\$773.30
Level 2 - 1st year	\$756.15	\$775.05	\$794.45
Level 2 - 2nd year	\$769.10	\$788.30	\$808.00
Level 3 - 1st year	\$780.45	\$799.95	\$819.95
Level 3 - 2nd year	\$793.45	\$813.30	\$833.65
Food & Beverage Attendant			
Level 2 - 1st year	\$756.15	\$775.05	\$794.45
Level 2 - after 1 year	\$769.10	\$788.30	\$808.00
Level 3 - 1st year	\$780.45	\$799.95	\$819.95
Level 3 - after 1 year	\$793.45	\$813.30	\$833.65
Level 4 - 1st year	\$817.30	\$837.75	\$858.70
Level 4 - after 1 year	\$831.60	\$852.40	\$873.70
Blue Room Supervisor			
1st year	\$817.30	\$837.75	\$858.70
After 1 year	\$831.60	\$852.40	\$873.70
Function & Beverage Coordinator (formerly 'Cellar Person')			
	\$831.60	\$852.40	\$873.70
Cook			
Level 4 - 1st year	\$817.30	\$837.75	\$858.70
Level 4 - after 1 year	\$831.60	\$852.40	\$873.70
Level 5 - 1st year	\$876.80	\$898.75	\$921.20
Level 5 - after 1 year	\$890.65	\$912.90	\$935.75
Level 6 - 1st year	\$947.25	\$970.95	\$995.20
Level 6 - after 1 year	\$1,006.45	\$1,031.60	\$1,057.40

APPENDIX 1B (continued)

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)

	1/10/2009	1/10/2010	1/10/2011
Cook Level 6	\$37.91	\$38.85	\$39.83
Cook Level 5	\$35.07	\$35.94	\$36.84
Cook Level 4	\$32.69	\$33.51	\$34.34
Kitchen Attendant Level 3	\$31.23	\$32.01	\$32.81
Kitchen Attendant Level 2	\$30.24	\$30.99	\$31.77
Kitchen Attendant Level 1	\$28.92	\$29.64	\$30.38
Food & Bev Attendant Level 4	\$32.69	\$33.51	\$34.34
Food & Bev Attendant Level 3	\$31.23	\$32.01	\$32.81
Food & Bev Attendant Level 2	\$30.24	\$30.99	\$31.77

SCHEDULE 1 BUILDING ATTENDANTS AGREEMENT

STAFF EMPLOYED UNDER THE PARLIAMENT (JOINT SERVICES) ACT 1985, ENTERPRISE AGREEMENT 2010 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 date to be advised.

CLAUSE 3. ARRANGEMENT

Arrangement Clause No.

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

CLAUSE 4. SALARIES

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

Classification	Salary \$ p.a .
Building Attendants	As per salary schedule 2
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 20.5% more than his ordinary rate of pay.

- (ii) An employee for work performed between midnight on Friday and midnight on the following Sunday shall be paid for such work fifty (50) per cent more than his ordinary rate of pay. 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 Act 2009.

CLAUSE 10. CONTRACT OF HIRING

- (i) The contract of hiring of every employee bound by this agreement shall, in the absence of express contract to the contrary be deemed to be a hiring by the fortnight.
- (ii) Employment shall be terminated by fourteen (14) days notice given by either party (which notice may be given at any time provided that the termination of employment shall take effect at the end of a day's work) or by the payment or forfeiture (as the case may be) of a fortnights wages. Provided that nothing contained in this agreement shall derogate from the employer's right at common law to dismiss an employee without notice for misconduct or other sufficient cause.
- (iii) Where the employer and employee agree either party may accept shorter notice than that prescribed in sub clause (ii) of this clause.

SCHEDULE 2 LHMU AGREEMENT

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

ARRANGEMENT

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

1. DEFINITIONS

Chairman means the Chairman of the Joint Parliamentary Service Committee.

Committee means the Joint Parliamentary Service Committee.

Employee means a person employed by the Joint Parliamentary Service Committee under classifications listed in “The Hotels, Clubs etc, Award”, (As Registered in the S.A. Industrial Commission. 1973 No 115)

Secretary means the Secretary of the Joint Parliamentary Service Committee.

Union means the Liquor, Hospitality & Miscellaneous Workers Union (LHMU)

The Public Sector Act 2009 has superseded the Public Sector Management Act 1995

2. CONTRACT OF EMPLOYMENT

Weekly Employment

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

Casual Employment

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

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

3. TERMINATION OF EMPLOYMENT

- (i) Notice by Employer.

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

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

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

- (ii) Notice by Employee.

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

Period of Continuous Service	Period of Notice
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 2010" 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 2010".
- (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;
- (b) The number of hours for such part-time employees shall be not less than 15 hours and not more than 37 hours each week, and not less than 4 hours each day to be worked between Monday and Friday.
- (c) All time worked in excess of 7.5 hours each day or 37 hours each week shall be overtime and paid for at the rates prescribed for other weekly employees in this agreement.

(iii) Rosters

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

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

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

9. ANNUAL LEAVE

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

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

- (a) The annual leave prescribed by this subclause shall be exclusive of any holiday prescribed in this agreement and if such holiday falls within a part-time employee's annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period the number of hours which such employee but for the absence on annual leave, would normally have been required to work on such holiday. Where such holiday falls as aforesaid and the employee fails without reasonable cause, proof whereof shall lie upon the employee, to attend for work at the employees ordinary starting time on the employees usual working day immediately following the last day of the period of the employees leave, the employee shall not be entitled to be paid for any such holiday.
- (b) A part-time employee before going on leave shall be paid such wages as are payable in respect of the period of leave due to and being taken by the employee (including any period added by virtue of placitum (ii) of this subclause). For the purpose of this subclause wages shall be paid at the hourly equivalent of the rate prescribed by clause 5 hereof for the occupation for which such employee was ordinarily engaged immediately prior to the commencement of his leave or the termination of his employment as the case may be.
- (iv) Proportionate Leave on Termination.
Full time employees shall receive pro-rata annual leave of 12.5 hours for each completed month of service.
- (v) Part-time employees.
If after one month's continuous service in any qualifying 12 monthly period a part-time employee leaves their employment, or their employment is terminated by the employer, such employee shall be paid at the rate of 1/12th of the yearly paid entitlement prescribed in placitum (i) of this subclause in respect of each completed month of continuous service in such qualifying period being service in respect of which leave has not been granted.
- (vi) Such pro-rata leave shall carry a loading of 17.5%.

10. SICK LEAVE

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

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

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

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

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

11. SPECIAL LEAVE

- (i) A weekly hired employee shall be entitled to a maximum of three (3) days special leave with pay per annum for the purpose of attending to matters of a personal nature. Approval of the Committee or its delegate shall be sought by the employee before any special leave is taken and evidence of the reason for such absence shall be provided if so requested. Such leave shall be in accordance with the provision in the Public Sector Management Act, 1995 as amended.
- (ii) A full time employee shall be entitled to three (3) days leave with pay for those working days which occur during the period between 25th December and 1st January, a part-time employee shall be entitled to 15 hours leave with pay during the same period (see clause 8(ii) (a)). In the case where one of those normal working days is gazetted as a Public Holiday the number of days/hours special leave shall be reduced accordingly.

12. LONG SERVICE LEAVE

The conditions in respect of the granting of Long Service Leave shall be in accordance with the provision in the Public Sector 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 8.30pm 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 6.00 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

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

17. APPOINTMENT, TRANSFERS & RETRENCHMENTS

- (a) Appointment to positions shall be made on merit, except where all things are equal, in which case the person already in the employ of the Committee shall be appointed. Where two or more persons are already in the employ of the Committee the employee with the longest service with the Committee shall be appointed.

- (b) Where there is a need to reduce an employee's hours from full time to part-time or casual, the employee with the least service with the Committee shall be the first employee to have their employment status reduced.
- (c) Where there is a need to retrench any employee, the employee with the least service with the Committee shall be the first employee to have his/her services terminated.
- (d) The provisions set out in (a), (b) & (c) above shall not apply to Manager or Cook.

18. DURATION OF AGREEMENT

This agreement will come into force for a period of three years commencing on and from *[INSERT DATE]*.

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 [INSERT DATE OF APPROVAL].

The following changes to redeployment practice presently prescribed in Commissioner’s Standard 2 ‘Quality Staffing’ have been agreed between the parties to take effect from [INSERT DATE OF APPROVAL]. The changes will apply to employees who are excess on or after [INSERT DATE OF APPROVAL].

Delete from Commissioner’s Standard 2 ‘Quality Staffing’ (refer page 41, item 4):

Where an excess employee has been offered at least one suitable position and has declined the offer, redeployment to a suitable position thereafter will not necessarily require agreement by the employee.

Replace with:

Redeployment to a suitable position or duties will not necessarily require agreement by the employee.

Clarification of the current reference to a pegged rate of pay in Commissioner’s Standard 2 ‘Quality Staffing’ (refer page 45, final paragraph):

Until that time, an employee whose rate of pay is pegged shall not receive any increase, whether incremental or otherwise (eg. general salary increase) applicable under the applicable Enterprise Agreement.

The following changes were agreed in the *South Australian Government Wages Parity (Salaried) Enterprise Agreement 2006* in relation to redeployment practice which at that time were prescribed in Commissioner’s Standard 2 ‘Quality Staffing’:

Chief Executives will ensure that proper consideration is given to redeployees in the filling of all vacancies including short term appointments (less than 3 months), and additional duties appointments/assignments in accordance with Commissioner’s Standard 2 ‘Quality Staffing’.

Where a redeployee is not placed in an alternative ongoing or long term position at the employee’s substantive level, the income maintenance period will begin 3 months following the employee being declared as excess to an agency’s requirements (or, in the case of existing unplaced redeployees from 21 December 2006. (The period of income maintenance, remains the same as that prescribed in Commissioner’s Standard 2 ‘Quality Staffing’). Should a redeployee be placed in a suitable position at their substantive level during the time that income maintenance is received, income maintenance will be suspended for the period of that placement.

Where, at the cessation of the income maintenance period, the employee has not been placed in an ongoing or long term position at the appropriate substantive level, the employee’s salary and rate of pay will be pegged until that employee is placed in an ongoing position.

The period of income maintenance will continue (up to the maximum entitlement) if an employee accepts an offer of an ongoing position classified below the redeployee’s substantive classification. The redeployee’s rate of pay applying at the nominal end of the income maintenance period will then be pegged at that amount until such time as the rate of pay for the new position equals or exceeds the pegged rate of pay.

Redeployees shall be required to take part in training and retraining to facilitate placement in funded public sector work at their substantive level, which may be to a different career stream. The following changes were agreed in the *South Australian Government Wages Parity Enterprise Agreement 2001* in relation to redeployment practice which at that time were prescribed in Public Sector Management Act Direction No. 6 (made on 01/01/97) and were agreed to take effect from 2 October 2001, and to apply to employees who are excess on or after 2 October 2001. Those changes were included in the then Public Sector Management Act Determination No. 3 (made on 19/03/03), now superseded by Commissioner's Standard 2 'Quality Staffing'. Subject to the changes to Commissioner's Standard identified above, to have effect from the date of approval of this Enterprise Agreement, those changes will continue to have effect.

The following has been added to Commissioner's Standard 2 'Quality Staffing'.

- # 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.
- # 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 Standard 2). 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 request the CPE (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.
- # 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.

-oOo-