

**Parliamentary Employees Award 1989 No. A15 of 1987,
A4 of 1988, A7 of 1988, and A7 of 1989**

1. - TITLE

This Award shall be known as the Parliamentary Employees Award 1989.

1B. - MINIMUM ADULT AWARD WAGE

- (1) No adult employee shall be paid less than the Minimum Adult Award Wage unless otherwise provided by this clause.
- (2) The Minimum Adult Award Wage for full time adult employees is \$484.40 per week payable on and from 7th July 2005.
- (3) The Minimum Adult Award Wage of \$484.40 per week is deemed to include all arbitrated safety net adjustments from State Wage Case decisions.
- (4) Unless otherwise provided in this clause adults employed as casuals, part time employees or pieceworkers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the Minimum Adult Award Wage according to the hours worked.
- (5) Juniors shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the Minimum Adult Award Wage of \$484.40 per week.
- (6)
 - (a) The Minimum Adult Award Wage shall not apply to apprentices, employees engaged on traineeships or Job skill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate.
 - (b) Liberty to apply is reserved in relation to any special categories of employees not included here or otherwise in relation to the application of the Minimum Adult Award Wage.
- (7) Subject to this clause the Minimum Adult Award Wage shall -
 - (a) apply to all work in ordinary hours.
 - (b) apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- (8) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for adult employees payable under the 2005 State Wage Case Decision. Any increase arising from the insertion of the minimum adult award wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations

to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum adult award wage.

(9) Adult Apprentices

(a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or over, shall not be paid less than \$406.70 per week.

(b) The rate paid in paragraph (a) above is payable on superannuation and during any period of paid leave prescribed by this Award.

(c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

(d) Nothing in this clause shall operate to reduce the rate of pay fixed by this award for an adult apprentice in force immediately prior to 5th June 2003.

2. - ARRANGEMENT

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3. - SCOPE

This Award shall apply to all employees eligible for membership of the Association and the Union employed in the Parliament of the State of Western Australia, except those employees whose salaries or salary ranges are determined or recommended pursuant to the Salaries and Allowances Act, 1975 and who do not occupy offices for which the remuneration is determined by an Act of Parliament to be fixed rate, or is determined or to be determined by the Governor pursuant to the provisions of any Act of Parliament.

4. - TERM

The term of this Award shall be for a period of one year from the date hereof.

5. - DEFINITIONS

“Union” means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch, and Federated Liquor and Allied Industries Employees' Union of Australia, Western Australian Branch, Union of Workers.

6. - HOURS OF DUTY

PART A - PARLIAMENTARY OFFICERS

(1) Subject to subclause (3) of this part, the ordinary hours of attendance of Parliamentary Officers not required to perform sessional work shall be in accordance with the provisions of Administrative Instruction 701 of the Public Service Commission of Western Australia.

(2)

(a) For Parliamentary Officers required to perform sessional work, (when the House is not sitting) the ordinary hours of attendance shall not exceed 65 hours per fortnight or six and

a half hours per day. Such hours shall be worked on Monday to Friday between the hours of 8.00 a.m. and 6.00 p.m.

(b) For Parliamentary Officers required to perform sessional work, (when the House is sitting), in addition to the ordinary hours mentioned in subclause (2)(a) above, shall be required to work between 4.30 p.m. and 7.30 p.m. in accordance with subclause (2) of Clause 7. - Overtime of this Award. Time worked past 7.30 p.m. shall be paid as overtime as defined in Clause 7 of this Award.

(3) Ordinary hours may be worked outside the hours specified in subclause (1) of this part thereof where it is permitted, pursuant to an agreement between the employer, the Association and the Union.

PART B - PARLIAMENTARY SUPPORT SERVICE EMPLOYEES

(1) The ordinary hours of attendance of Parliamentary Support Service Employees not required to work sessional work shall not exceed 76 hours per fortnight nor 7 hours 40 minutes per day. Such hours shall be worked on Monday to Friday between the hours of 7.00 a.m. and 6.00 p.m.

(2) Parliamentary Support Service Employees required to perform sessional work shall be rostered pursuant to an agreement between the employer, the Association and the Union for no less than six hours and no more than ten hours per day. Any hours worked in excess of those rostered hours shall be paid overtime as defined in Clause 7 of this Award.

7. - OVERTIME

(1) Overtime means all time worked in excess of the ordinary hours, and/or rostered hours.

(2) For Parliamentary Officers required to work under Part A(2) of Clause 6 of this Award no overtime shall be paid between 4.30 pm and 7.30 pm while the House is sitting.

(3) Where an employee is required to be on duty during the evening meal break, payments shall be made at the rate of time and a half.

(4) All time worked on Saturday or Sunday will be paid at the appropriate rate for a minimum of three hours.

(5) Payment for overtime for Parliamentary Officers shall be calculated on an hourly basis in accordance with the following formula:

Weekdays

For the first three hours on any one weekday:

				3
				-
Fortnightly Salary				-
-----	X			-
75				-
				-
				2

After the first three hours on any one weekday:

		2
		-
Fortnightly Salary		-
-----	X	-
75		-
		-
		1

Saturdays

First three hours on any Saturday:

		3
		--
Fortnightly Salary		--
-----	X	--
75		--
		2

After the first three hours or after 12.00 noon, whichever is the earlier, on any Saturday:

		2
		--
Fortnightly Salary		--
-----	X	--
75		--
		1

Sundays

		2

Fortnightly Salary		---
-----	X	---
75		---
		1

Public Service Holidays

During prescribed hours of duty:

		3

Fortnightly Salary		---
-----	X	---
75		---
		2

in addition to the normal day's pay.

During hours outside of prescribed hours of duty:

$$\frac{\text{Fortnightly Salary}}{75} \times 5 = 2$$

(6) Payment for overtime for PSSE's shall be calculated on an hourly basis in accordance with the following formula.

Weekdays

For the first two hours on any one weekday:

$$\frac{\text{Fortnightly Wages}}{76} \times 3 = 2$$

After the first two hours on any one weekday:

$$\frac{\text{Fortnightly Wages}}{76} \times 2 = 1$$

Saturdays

First two hours on any Saturday:

$$\frac{\text{Fortnightly Wages}}{76} \times 3 = 2$$

After the first two hours or after 12.00 noon, whichever is the earlier, on any Saturday:

$$\frac{\text{Fortnightly Wages}}{76} \times 2 = 1$$

Sundays

Fortnightly Wages		2
-----	X	---
76		1

Public Service Holidays

Fortnightly Wages		5
-----	X	---
76		2

(7) All other provisions relating to overtime shall be as per the Public Service General Conditions of Service and Allowances Award No. PSA A 4 of 1989, as referred to in clause 19. Allowances of this award.

8. - MEAL BREAKS

- (1) An employee shall not work for more than five hours without a break for a meal. Such meal break shall not be less than 30 minutes nor more than one hour, to be taken as mutually arranged between the employer and the employee.
- (2) The customary 15 minutes morning, afternoon and after 9.00 p.m. tea break shall continue to be observed.
- (3) Employees performing sessional work shall have a meal break of 60 minutes to be taken between 5.30 p.m. and 7.30 p.m., with the exception of catering staff which shall be by mutual agreement between the Association, the Union and employer.

9. - MEAL ALLOWANCE

- (1) An employee who is required to work overtime under Clause 7 of this Award and where such overtime extends beyond 5.00 p.m., a meal allowance shall be paid in accordance with the provisions of the Public Service Overtime Award No. 10 of 1978 Clause 8 as amended. Provided that where such overtime extends beyond 6.00 a.m. the following day, an allowance of \$12.20 or the amount charged by the House, whichever is the higher, for such a three course meal shall be paid.
- (2) Provided however that where a meal of a reasonable standard is provided by the House at no cost to the employee the allowance provided for in subclause (1) of this clause shall not apply.
- (3) All other provisions relating to this allowance shall be as per the Public Service Overtime Award as referred to in Clause 19. - Allowances.

10. - SHIFT WORK ALLOWANCE

All provisions relating to this allowance shall be as per the Public Service General Conditions of Services and Allowances Award No. PSA A 4 of 1989 as referred to in Clause 19. - Allowances.

11. - PUBLIC HOLIDAYS

- (1) The following days shall be allowed as holidays with pay:
 - (a) New Year's Day, Good Friday, Easter Monday, Christmas Day, the 26th day of December, the 25th day of April (Anzac Day).
 - (b) The Anniversary of the Birthday of the Sovereign, Foundation Day (1st day of June), Labour Day (6th day of March).
 - (c) All days which the Governor may appoint and are notified as Public Service Holidays.
- (2) Whenever any of the days mentioned in subclause (b) fall on a day other than a Monday, the next following Monday shall be the holiday instead of such day.
- (3) When any of the days observed as a holiday in this clause fall during a period of annual leave the holiday or holidays shall be observed on the next succeeding day or days as the case may be after completion of that annual leave.
- (4) This clause shall not apply to casual employees.

12. - ANNUAL LEAVE

- (1) Officers performing sessional work shall be allowed five weeks leave in each 12 months service. Of this leave, four weeks shall be counted as ordinary recreational leave and the remaining week as special leave.
- (2) All other provisions relating to annual leave for Parliamentary Officers, shall be as per Clause 15. - Leave of Absence.
- (3) Parliamentary Support Service Employees shall be granted annual leave as follows:
 - (a) Except as hereinafter provided a period of four consecutive weeks' leave shall be allowed to a PSSE, by his employer after each period of 12 months' continuous service with such employer.
 - (b) A PSSE shall be paid for any period of annual leave prescribed by this clause at the ordinary rate of wage the PSSE has received for the greatest proportion of the calendar month prior to taking the leave and in the case of rostered PSSE's, that rate of wage shall include the weekend penalties the PSSE would have received had the PSSE not proceeded on annual leave.

Where it is not possible to calculate the weekend penalties the PSSE would have received, the PSSE shall be paid at the rate of the average of such payments made each week over the four weeks prior to taking the leave.
 - (c) A PSSE may, with the approval of the employer, be allowed to take the annual leave prescribed by this clause before the completion of 12 months' continuous service as prescribed by subclause (3)(a) of this clause.

Provided that when a PSSE has proceeded on leave prior to the completion of the 12 months' continuous service the loading prescribed in subclause (3)(i) of this clause shall be paid on a pro rata basis.
- (d) Subject to as hereinafter provided:

- (i) If after one month's continuous service in any qualifying 12 monthly period a PSSE lawfully terminates his service, or his employment is terminated by the employer through no fault of the PSSE, the PSSE shall be paid 2.92 hours or in the case of PSSE's provided for in subclause (3)(g) of this clause, 3.65 hours in respect of each completed week of continuous service in that qualifying period.
- (ii) If the services of an PSSE terminates and the PSSE has taken a period of leave in accordance with subclause (3)(c) of this clause, and if the period of leave so taken exceeds that which would be due pursuant to subclause (3)(d) paragraph (i) of this clause, the PSSE shall be liable to repay an amount representing the difference between the amount received by the PSSE for the period of leave taken in accordance with subclause (3)(c) of this clause and the amount which would have accrued in accordance with subclause (3)(d) paragraph (i) of this clause. The employer may deduct this amount from monies due to the PSSE by reason of the other provisions of this Award at the time of termination.
- (iii) In addition to any payment to which PSSE's may be entitled under subclause (3)(d) of this clause, a PSSE whose employment terminates after completion of a 12 month qualifying period and who has not been allowed the leave prescribed under this Award in respect of that qualifying period, shall be given payment as prescribed in subclause (3)(b) and (3)(i) of this clause, in lieu of that leave unless they have been justifiably dismissed for misconduct and the misconduct for which they have been dismissed occurred prior to the completion of that qualifying period.

- (e) When work is closed down for the purpose of allowing annual leave to be taken, PSSE's with less than a full year's service shall only be entitled to payment during such period for the number of days leave due to them.

Provided that nothing herein contained shall deprive the employer of his right to retain such PSSE's during the closed down period as may be required.

- (f) The annual leave prescribed in subclause (3)(a) of this clause may, with the consent of the PSSE and the employer, be taken in any portion, provided that one portion shall be at least one week.
- (g) Shift PSSE's shall be allowed one week's leave in addition to that prescribed in subclause (3)(a) of this clause with respect to each period of 12 months continuous service.
- (h) When computing the annual leave due under this clause, no deductions shall be made from such leave in respect of the period a PSSE is on annual leave, long service leave, observing a public holiday prescribed by this Award, absent through sickness with or without pay except for that portion of an absence that exceeds six months in any year.
- (i) Annual Leave Loading:
 - (i) A PSSE shall be paid a loading of 17.5 percent calculated on the rate as prescribed in subclause (3)(b) of this clause.
 - (ii) The loading prescribed in this subclause shall not apply to proportionate leave on termination.
 - (iii) The loading prescribed in this subclause shall be payable on retirement, provided the PSSE is over 55 years of age.
- (j) The provisions of this clause shall not apply to casual employees.

13. - LONG SERVICE LEAVE

Parliamentary Support Service Employees shall be entitled to long service leave pursuant to the Long Service Leave Government Wages Employees General Order.

14. - COMPASSIONATE LEAVE

- (1) A PSSE shall, on the death within Australia of a spouse, de facto spouse, father, father-in-law, mother, mother-in-law, brother, sister, child or stepchild, be entitled, on notice, to leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the PSSE in two ordinary working days. Proof of such death shall be furnished by the PSSE to the satisfaction of the employer.
- (2) Provided that payment in respect of compassionate leave is to be made only where the PSSE otherwise would have been on duty and shall not be granted in any case where the PSSE concerned would have been off duty in accordance with his/her roster or on long service leave, annual leave, sick leave, workers' compensation, leave without pay or on a public holiday.

15. - LEAVE OF ABSENCE

- (1) Subject to the provisions of this Award full-time Parliamentary Officers shall be entitled mutatis mutandis to the same conditions relating to:

- (a) annual recreational leave;
- (b) long service leave;
- (c) sick leave;
- (d) leave without pay;
- (e) study leave;
- (f) military leave;
- (g) maternity leave;
- (h) witness and jury service;
- (i) short leave;

as permanent officers employed under the provisions of the Public Service Act, 1978 provided that Parliamentary Support Service Employees shall also be entitled to (d), (e), (f) and (h) above.

- (2) A part-time Parliamentary Officer shall receive payment for annual leave, sick leave and long service leave on a pro rata basis as permanent officers employed under the provisions of the Public Service Act, 1978.

16. - TRADE UNION TRAINING LEAVE

- (1) Subject to the provisions of this clause:

- (a) The employer shall grant paid leave of absence to employees who are nominated by the Association or the Union to attend short courses conducted by the Australian Trade Union Training Authority.
 - (b) Paid leave of absence shall also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.
- (2) An employee shall be granted up to a maximum of five (5) days paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five (5) days and up to ten (10) days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten (10) days.
- (3)
- (a) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.
 - (b) Where a public holiday, public service holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.
 - (c) Subject to paragraph (a) of this subclause, shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
- (4) The granting of leave pursuant to the provisions of subclause (1) of this clause is subject to the operation of the organisation not being duly affected and to the convenience of the employer.
- (5)
- (a) Any application by an employee shall be submitted to the employer for approval at least four (4) weeks before the commencement of the course provided that the employer may agree to a lesser period of notice.
 - (b) All applications for leave shall be accompanied by a statement from the Association or the Union indicating that the employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the authority which is conducting the course.
- (6) A qualifying period of twelve (12) months equivalent shall be served before an employee is eligible to attend courses or seminars of more than a half day duration. The employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than twelve (12) months service.
- (7)
- (a) The employer shall not be liable for any expenses associated with an employee's attendance at trade union training courses.
 - (b) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

17. - LEAVE TO ATTEND UNION BUSINESS

- (1) The employers shall grant paid leave at the ordinary rate of pay during normal working hours to an employee: -
- (a) who is required to give evidence before any Industrial Tribunal;
 - (b) who as an Association or Union nominated representative is required to attend negotiations and/or conferences between the Association, the Union and employer;
 - (c) when prior agreement between the Association, the Union and employer has been reached for the employee to attend official Association or Union meetings preliminary to negotiations or industrial hearings; and
 - (d) who as an Association or Union nominated representative is required to attend joint Association/Union/management consultative committees or working parties.
- (2) The granting of leave is subject to departmental convenience and shall only be approved;
- (a) where reasonable notice is given for the application for leave;
 - (b) for the minimum period necessary to enable the Association or Union business to be conducted or evidence to be given; and
 - (c) for those employees whose attendance is essential.
- (3) The employer shall not be liable for any expenses associated with an employee attending to Association or Union business.
- (4) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.
- (5) An employee shall not be entitled to paid leave to attend Association or Union business other than as prescribed by this clause.
- (6) The provisions of this clause shall not apply to:
- (a) Special arrangements made between the parties which provide for unpaid leave for employees to conduct Association or Union business.
 - (b) When an employee is absent from work without the approval of the employer; and
 - (c) Casual employees or officers.

18. - SPECIAL PROVISIONS

- (1) Employees required to work after 11.00pm shall be entitled to have transport provided or be paid an allowance for use of their private motor vehicle from work to their residence.
- (2) Recreational facilities, change and rest rooms and any other facility not otherwise reserved from time to time for use of Members of Parliament or designated senior staff shall be available to all employees during working hours.

19. - ALLOWANCES

- (1) Subject to the provisions of this award, the Public Service General Conditions of Services and Allowances Award No. PSA A4 of 1989, and any amendments thereto or replacements thereof, shall be deemed to have been made between the parties to this award and shall apply to Parliamentary Officers mutatis mutandis.
- (2) Subject to the provisions of this award, the following provisions of the Public Service General Conditions of Services and Allowances Award No. PSA A4 of 1989, and any amendments thereto or replacements thereof, shall be deemed to have been made between the parties to this award and shall apply to Parliamentary Support Service Employees: -

Clause 18. - Motor Vehicle Allowance

Clause 19. - Overtime Allowance

Clause 21. - Shift Work Allowance

20. - RECORDS AND INFORMATION

- (1) The employers shall keep or cause to be kept a time and salaries record showing:

- (a) the name of each employee;
- (b) the nature of the work performed;
- (c) the hours worked each day;
- (d) the salary, allowances and overtime paid to each employee.

Any system of automatic recording by means of machines shall be deemed to comply with this provision to the extent of the information recorded.

- (2)

- (a) The time and salary record shall on demand be produced for inspection by the General Secretary or duly accredited official of the Association or the Union during the employer's usual office hours and when necessary the duly accredited official of the Association or the Union may take a copy of the record.

- (b) The Association or the Union shall:

- (i) give prior notification to the employer on when it proposes to inspect the record;
- (ii) not conduct interviews whilst a House is sitting;
- (iii) treat with confidentiality any information obtained from time and salary records.

- (c) The employer's office shall be deemed to be a convenient place for the purposes of inspecting records and if for any reason the time and salary record is not available when the duly accredited official of the Association or the Union calls to inspect it, the record will be made available for inspection at a mutually convenient time at the employer's office.

- (3) If the employer maintains a personal or other file on an employee, the employee shall be entitled to examine all material maintained on that file.

(4) The employer shall ensure that sufficient copies of this Award are available for every employee covered by this Award.

21. - DELETED

22. - RIGHT OF ENTRY

Consistent with the terms of the Labour Relations Legislation Amendment Act 1997 and S.23(3)(c)(iii) of the Industrial Relations Act a representative of the Union shall not exercise the rights under this clause with respect to entering any part of the premises of the employer unless the employer is the employer, or former employee or a member of the Union.

The General Secretary or duly authorised representatives shall on notification to the employer have the right to enter the employer's premises during working hours, including meal breaks, for the purpose of discussing with employees covered by this Award, the legitimate business of the Association or the Union or for the purpose of investigating complaints concerning the application of this Award, but shall in no way unduly interfere with the work of employees or impinge on client's rights of privacy.

23. - PAYMENT OF SALARIES AND WAGES

- (1) Salaries and wages shall be paid fortnightly but, where the usual pay day falls on a public holiday, payments shall be made on the previous working day.
- (2) A fortnight's salary shall be computed by dividing the annual salary by 313 and multiplying the result by 12.
- (3) The hourly rates shall be computed as 1/75th of the fortnight's salary for Parliamentary Officers and as 1/76th of the fortnight's salary for PSSE's.
- (4) Salaries and wages shall be paid by direct fund transfer to the credit of an account nominated by the employee at such Bank, Building Society or Credit Union approved by the Accountable Officer. Provided that where such form of payment is impracticable or where some exceptional circumstances exist, and by agreement between the employer, the Association and the Union, payment may be made by cheque.

24. - PARLIAMENTARY OFFICERS - SALARIES

- (1) For the time being, the provisions of Public Service Salaries Agreement, 1985, No. PSAAG5 of 1985 shall be applied by the employer to Parliamentary Officers covered by this award, including any variations thereto, at the same date and to the same extent until it is replaced.
- (2) The employer shall allocate to Parliamentary Officers one or more of the salary levels prescribed in Agreement No. PSAAG5 of 1985 or its replacement.
- (3) The annual salaries applicable to Officers covered by this award shall be as follows:

Level	Salary Per Annum \$	Arbitrated Safety Net Adjustments	Total Salary Per Annum \$
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\$

Level1

Under17years	10445	4261	14706
17years	12207	4979	17186
18years	14238	5808	20046
19years	16481	6732	23204
20years	18507	7550	26057
1.1	20331	8294	28625
1.2	20983	8294	29277
1.3	21634	8294	29928
1.4	22281	8399	30680
1.5	22932	8399	31331
1.6	23583	8399	31982
1.7	24332	8295	32627
1.8	24850	8295	33145
1.9	25616	8295	33911

Level2

2.1	26533	8295	34828
2.2	27236	8295	35531
2.3	27975	8295	36270
2.4	28756	8295	37051

2.5	29573	8295	37868
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Level3

3.1	30696	8295	38991
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3.2	31571	8295	39866
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3.3	32473	8295	40768
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3.4	33399	8190	41589
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Level4

4.1	34669	8190	42859
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4.2	35664	8086	43750
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4.3	36688	8086	44774
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Level5

5.1	38660	8086	46746
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5.2	39993	8086	48079
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5.3	41378	8086	49464
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5.4	42815	8086	50901
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Level6

6.1	45126	8086	53212
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6.2	46697	8086	54783
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6.3	48323	8086	56409
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6.4	50059	8086	58145
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Level7

7.1	52721	8086	60807
7.2	54563	8086	62649
7.3	56567	8086	64653
Level8			
8.1	59824	8086	67910
8.2	62157	8086	70243
8.3	65050	8086	73136
Level9			
9.1	68663	8086	76749
9.2	71104	8086	79190
9.3	73888	8086	81974
Class1	78098	8086	86184
Class2	82308	8086	90394
Class3	86516	8086	94602
Class4	90726	8086	98812

(4) It is the term of this award or agreement that the Association undertakes for the duration of the Principles determined by the Commission in Court Session in Application No. 704 of 1991 not to pursue any extra claims, award or overaward except when consistent with the State Wage Principles.

(5) Salary increases resulting from State Wage Case Decisions are calculated for those Parliamentary Officers under the age of 21 years employed at Level 1 by dividing the current

junior annual salary by the current Level 1.1 annual salary and multiplying the result by the new Level 1.1 annual salary which includes the State Wage Case increase. The following formula is to be applied:

$$\frac{\text{Current junior rate}}{\text{Current Level 1.1 rate}} \times \text{New Level 1.1 rate} = \text{New junior rate}$$

Edit Note: P33/02 inserted the ASNA from 654/00, 2003 increase is based on P33/02 order.

24A. - ARBITRATED SAFETY NET ADJUSTMENT

The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

25. - PARLIAMENTARY SUPPORT SERVICES EMPLOYEE WAGES

(1) The weekly wage applicable to Parliamentary Support Services Employees covered by this award shall be as follows:

(a) Classification	Base Rate Per Week \$	Arbitrated Safety Net Adjustments \$	Total Rate Per Week \$
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Kitchen Hands and Gardeners

1st year of service	372.08	159.00	531.08
2nd year of service	376.68	159.00	535.68
3rd year of service	380.58	159.00	539.58

Steward/Cleaner

1st year of service	391.45	159.00	550.45
2nd year of service	395.96	159.00	554.96
3rd year of service	399.65	159.00	558.65

Steward/CleanerandRelievingBarAttendant

1styearofservice	401.69	159.00	560.69
2ndyearofservice	406.41	159.00	565.41
3rdyearofservice	410.82	159.00	569.82

Cook(CakesandSecond)

1styearofservice	414.51	159.00	573.51
2ndyearofservice	419.32	161.00	580.32
3rdyearofservice	423.53	161.00	584.53

AssistantChiefSteward

1styearofservice	425.17	161.00	586.17
2ndyearofservice	431.53	161.00	592.53
3rdyearofservice	437.27	161.00	598.27

Horticulturist(Certificate)

1styearofservice	433.27	161.00	594.27
2ndyearofservice	438.60	161.00	599.60
3rdyearofservice	442.95	161.00	603.95

TradespersonCook

1styearofservice	454.79	161.00	615.79
2ndyearofservice	459.10	161.00	620.10

3rdyearofservice	462.89	159.00	621.89
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Chef,ChiefStewardandBarAttendant

1styearofservice	491.90	159.00	650.90
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2ndyearofservice	498.15	159.00	657.15
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3rdyearofservice	504.61	159.00	663.61
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ForepersonofHorticulture

1styearofservice	478.27	159.00	637.27
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2ndyearofservice	483.19	159.00	642.19
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3rdyearofservice	487.39	159.00	646.39
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(2) Apprentices: The weekly wage rate shall be a percentage, as hereunder, of the tradesperson's rate:

Five Year Term	%
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First Year	40
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Second Year	48
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Third Year	55
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Fourth Year	75
-------------	----

Fifth Year	88
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%

Four Year Term

First Year	42
Second Year	55
Third Year	75
Fourth Year	88

Three and a Half Year Term

First Six Months	42
Next Year	55
Next Following Year	75
Final Year	88

Three Year Term

First Year	55
Second Year	75
Third Year	88

For the purpose of this clause "Tradesperson's Rate" means the rate of pay for a tradesperson under this award.

(3) The following allowances shall be paid to Parliamentary Support Services Employees indexed according to State Wage decisions and shall be: -

(a)	Chef		
	1st year	\$106.70 fortnight	per
	2nd year	\$213.40 fortnight	per

(b)	Tradesperson Cook (Sous Chef)		
	1st year	\$ 69.35	per fortnight
	2nd year	\$106.70	per fortnight
(c)	Steward to Speaker and President	\$ 53.20	per fortnight

(4) An allowance of \$31.00 per fortnight shall be paid to all Parliamentary Support Services Employees employed in the kitchen, dining room and bar areas.

26. - FIRST AID

The employer shall provide readily accessible first aid cabinets and a sick room for the use of employees in some reasonably accessible location within the employer's premises.

27. - BREAKAGES

The employer shall not charge a sum against, nor deduct any sum from the salary of a employee in respect of breakages of crockery, tools, implements or other utensils supplied by the employer for use by the employee, except in the case of wilful misconduct.

28. - UNIFORMS AND CLOTHING

- (1) The employer shall provide at the employer's expense issues of uniforms and clothing for employees pursuant to an agreement between the employer, the Association and the Union. Each employee concerned shall receive an initial issue as per that agreement at the time such employee commences employment, with additional issues to be supplied by the employer as per that agreement.
- (2) Such uniforms supplied shall be laundered and/or dry cleaned by the employer and remain the property of the employer, provided that in lieu of the employer laundering and/or dry cleaning same, an employee shall be paid \$6.20 per week for such laundering and/or dry cleaning, excepting any person employed as a Cook who shall be paid \$9.45 per week for laundering and/or dry cleaning.
- (3) For the purposes of this clause a uniform shall consist of such articles of clothing as monogrammed or coloured jackets, dresses, blouses, overalls, aprons, caps, collars, cuffs, or other special apparel which the employer may require an employee to wear whilst on duty, and shall also include the ordinary apparel usually worn by a Cook, such as black and white check or white trousers, white coats, white shirt, white apron and cap.
- (4) Individual protective clothing and footwear shall be available to Kitchen and Garden PSSE's when:

- (a) they are required to wash dishes, handle detergents, acids, soaps or any injurious substances;
- (b) conditions are such that they are unable to avoid their clothing becoming dirty or wet or are unable to avoid their feet becoming wet;
- (c) operating equipment or machinery which may be dangerous to exposed portions of the body or emit fumes or noise.

29. - PRESERVATION AND NON-REDUCTION

- (1) No rights, privileges or entitlements presently granted to an employee shall be withdrawn or ceased unless expressly agreed to by the employer and the employee.
- (2) Nothing herein contained shall enable the employer to reduce the salary or wage of an employee or conditions of work applied to any employee who at the date of this Award was being paid a higher rate of salary or wage than the minimum prescribed in this Award or was being accorded a benefit superior to any contained herein as a condition of work.
- (3) An employee in receipt of a higher salary or wage than that prescribed by this Award shall continue to have that salary or wage adjusted according to State Wage Case decisions.

30. - SICK LEAVE

- (1)
 - (a) A PSSE shall be entitled to payment for non-attendance on the grounds of personal ill health or injury for 1/6th of a week's pay for each completed month of service.
 - (b) Payment hereunder may be adjusted at the end of each accruing year, or at the time the PSSE leaves the service of the employer in the event of the PSSE being entitled by service subsequent to the sickness in that year to a greater allowance than that made at the time the sickness occurred.
- (2) The unused portion of the entitlement prescribed in subclause (1) hereof in any accruing year shall be allowed to accumulate and may be availed of in the next or any succeeding year.
- (3) In order to acquire entitlement to payment in accordance with this clause the PSSE shall as soon as reasonably practicable advise the employer of his inability to attend for work, the nature of this illness or injury and the estimated duration of the absence. Provided that such advice other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.
- (4) No PSSE shall be entitled to the benefit of this clause unless he produces proof to the satisfaction of the employer or his representative of such sickness provided that the employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.
- (5)
 - (a) Subject to the provisions of this subclause, the provisions of this clause apply to a PSSE who suffers personal ill health or injury during the time such PSSE is absent on annual leave, such PSSE may apply for and the employer shall grant paid sick leave in place of paid annual leave.

- (b) Application for replacement shall be made within seven days of resuming work and then only if the PSSE was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that the PSSE was so confined. Provided that the provisions of this paragraph do not relieve the PSSE of the obligation to advise the employer in accordance with subclause (3) of this clause if the PSSE is unable to attend for work on the working day next following the period of annual leave.
- (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the PSSE was entitled at the time the PSSE proceeded on annual leave and shall not be made with respect to fractions of a day.
- (d) Where paid sick leave has been granted by the employer in accordance with paragraph (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the PSSE, or failing agreement, shall be added to the PSSE's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of subclause (3) of Clause 12. - Annual Leave, of this Award.
- (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in subclause (3) of Clause 12. - Annual Leave, of this Award shall be deemed to have been paid with respect to the replaced annual leave.
- (6) The provisions of this clause with respect to payment do not apply to PSSE's who are entitled to payment under the Workers' Compensation and Assistance Act, 1981 nor to PSSE's whose illness or injury is the result of the PSSE's own misconduct.
- (7) The provisions of this clause do not apply to casual employees.

31. - MATERNITY LEAVE

(1) Eligibility for Maternity Leave

APSSSE who becomes pregnant shall, upon production to the employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purpose of this clause:

- (a) APSSSE shall include a part-time PSSE but shall not include a PSSE engaged upon casual or seasonal work.
- (b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave

- (a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks compulsory leave to be taken immediately following confinement.

- (b) A PSSE shall, not less than ten weeks prior to the presumed date of confinement, give notice in writing to the employer stating the presumed date of confinement.
- (c) A PSSE shall give not less than four weeks notice in writing to the employer of the date upon which it is proposed that maternity leave commence stating the period of leave to be taken.
- (d) A PSSE shall not be in breach of the provisions of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe Job

Where, in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the PSSE make it inadvisable for the PSSE to continue at her present work, the PSSE shall, be transferred to a safe job at the rate and on the conditions attaching to the PSSE's classification or to that job whichever is higher until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the PSSE may, or the employer may require the PSSE to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) hereof.

(4) Variation of Period of Maternity Leave

- (a) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer by the PSSE giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened.
- (b) The period of leave may, with the consent of the employer be shortened by the PSSE giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of Maternity Leave

- (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of a PSSE terminates other than by the birth of a living child.
- (b) Where the pregnancy of a PSSE then on maternity leave terminates other than by the birth of a living child, it shall be the right of the PSSE to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the PSSE to the employer that she desires to resume work.

(6) Special Maternity Leave and Sick Leave

- (a) Where the pregnancy of a PSSE not then on maternity leave terminates after 28 weeks other than by the birth of a living child then
 - (i) the PSSE shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before the PSSE's return to work, or
 - (ii) for illness other than the normal consequences of confinement the PSSE shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick

leave as to which the officer is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

- (b) Where a PSSE not then on maternity leave suffers illness related to the pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.
- (c) For the purposes of subclauses (7), (8) and (9) of this clause, maternity leave shall include special maternity leave.
- (d) A PSSE returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of a PSSE who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the PSSE is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(7) Maternity Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (3) and (6) of this clause does not exceed 52 weeks.

- (a) A PSSE may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.
- (b) Paid sick leave or other paid authorised Award absences (excluding annual leave or long service leave) shall not be available to a PSSE during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment

Notwithstanding any Award, or other provision to the contrary, absence on maternity leave shall not break the continuity of service of a PSSE but shall not be taken into account in calculating the period of service for any purpose of the Award.

(9) Termination of Employment

- (a) A PSSE on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Award.
- (b) The employer shall not terminate the employment of a PSSE on the ground of her pregnancy or her absence on maternity leave, but otherwise the rights of the employer in relation to termination of employment are not thereby affected.

(10) Return to Work After Maternity Leave

- (a) A PSSE shall confirm an intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(b) A PSSE upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of a PSSE who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the PSSE is qualified and the duties of which she is capable of performing, she shall be entitled to a position as comparable in status and salary to that of her former office.

(11) Replacement Employees

- (a) A replacement PSSE is a PSSE specifically engaged as a result of a PSSE proceeding on maternity leave.
- (b) Before the employer engages a replacement PSSE under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the PSSE who is being replaced.
- (c) Before the employer engages a person to replace a PSSE temporarily promoted or transferred in order to replace a PSSE exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the PSSE who is being replaced.
- (d) Provided that nothing in this subclause shall be construed as requiring the employer to engage a replacement PSSE.
- (e) A replacement PSSE shall not be entitled to any of the rights conferred by this clause except where the employment continues beyond the 12 months' qualifying period.

32. - NO EXTRA CLAIMS

It is a term of this Award that the Union undertakes, for the duration of the Principles determined by the Commission in Court Session in Application No. 1940 of 1989, not to pursue any extra claims, award or over award except when consistent with the State Wage Principles.

33. - PART-TIME EMPLOYMENT

- (1) Notwithstanding the provisions of clause 6. - Hours of Duty of this award a PSSE may be employed on a part-time basis.
- (2)
 - (a) Each permanent part-time arrangement shall be confirmed by the employer in writing and should include the hours to be worked daily and weekly by the employee, including starting and finishing times, which shall hereinafter be referred to as "ordinary working hours".
 - (b) The employers shall give an employee one (1) month's notice of any proposed variation to that employee's ordinary working hours, provided that the employer shall not vary the employee's total weekly hours of duty without the employee's prior written consent.
- (3) The provisions of clause 7. - Overtime of this award shall apply to all time worked outside the ordinary working hours prescribed by subclause (1)(a) of this clause.

(4) An employee employed on a part-time basis shall be paid a proportion of the appropriate full-time wage dependent upon time worked. The wage shall be calculated in accordance with the following formula:

$$\frac{\text{Hours Worked Per Fortnight}}{76} \times \frac{\text{Full-time Fortnightly Wage}}{1}$$

(5) PSSE's shall be granted leave in accordance with clause 12. - Annual Leave of this award. Wages payable during the period of leave shall be calculated in accordance with the formula in subclause (4) of this clause based on the fortnightly wage at the time the leave is taken.

(6) PSSE's shall be entitled to the provisions of clause 30. - Sick Leave of this award provided that where such PSSE is employed for less than 76 hours per fortnight, the credits shall be pro-rated according to the number of hours worked each fortnight. Payment made for sick leave granted in respect of part-time service shall be calculated in accordance with the formula set out in subclause (4) of this clause.

(7) PSSE's are entitled to the holidays prescribed in clause 11. - Public Holidays of this award without variation of the employee's fortnightly wage provided the holidays occur on a day which is normally worked.

(8) PSSE's are entitled to the provisions of clause 15.(1)(d),(e),(f) and (h) - Leave of Absence and clauses 16. - Trade Union Training Leave, 17. - Leave to Attend Union Business and 19. - Allowances of this award, provided that where such employee is employed for less than 76 hours per fortnight, the entitlements shall be pro-rated according to the number of hours worked each fortnight.

(9) PSSE's employed on a part-time basis shall be entitled to the provisions of clause 31. - Maternity Leave of this award.

(10)

(a) Where a full-time employee is permitted, at his or her initiative, to work part-time for a period no greater than 12 months in the position he or she occupied on a full-time basis before becoming part-time, that officer has a right (upon written application) to revert to full-time hours in that position as soon as deemed practicable by the employer, but no later than the expiry of the agreed period.

(b) A full-time employee who is permitted at his or her initiative to work part-time for a period greater than 12 months in the position he or she occupied on a full-time basis before becoming part-time, may apply to revert to full-time hours in that position but only as soon as is deemed practicable by the employer.

This should not prevent the transfer of said employee to another full-time position at a salary commensurate to that of his or her previous full-time position.

(c) A part-time employee who was previously a full-time employee within the organisation, who occupies a part-time office which was the initiative of management and who desires to revert to full-time employment will be required to seek promotion or transfer to full-time position by:

(i) application for advertised vacancies; and/or

(ii) by notification in writing to the employer of his or her desire to revert to full -time employment.

(d) Nothing in paragraph (c) hereof shall prevent the employer, with the written consent of the employee, transferring that employee to a full -time position with a wage rate less than the employee's substantive position.

Prior to effecting the transfer of an employee under this subclause, the employer shall:

(i) notify the employee of the specific position to which the employer proposes to transfer the employee and

(ii) obtain the written consent of the employee to his or her transfer to that position.

34. - CASUAL EMPLOYMENT

(1) Casual employment shall only apply to PSSE's and shall mean:

(a) an employee engaged by the hour in any period of engagement as determined by the employer; or

(b) an employee engaged on an hourly rate of pay by agreement between the Union or Association and the employer.

(2) A casual employee shall not be engaged for less than 2 consecutive hours per time.

(3) A casual employee shall be paid for each hour worked at the appropriate classification in this award in accordance with the following formula:

Fortnightly Wage

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with the addition of twenty percent in lieu of annual leave, sick leave, long service leave and payment for public holidays.

(4) Allowances provided for by this award shall not apply to a casual employee. However, where expenses are directly and necessarily incurred by a casual employee in the ordinary performance of his/her duties, he/she shall be entitled to reimbursement in accordance with the provisions of this award.

(5) The employment of a casual employee may be terminated at any time by the giving of one hour's notice in either side, or the payment or forfeiture, as the case may be, of one hour's pay.

35. - APPRENTICES

(a) The union or unions concerned so agree; or

Apprentices may be taken in the ratio of one apprentice for every two or fraction of two (the fraction being not less than one) journeymen and shall not be taken in excess of that ratio unless -

(b) The Commission so determines.

36. - HIGHER DUTIES ALLOWANCE - PARLIAMENTARY SUPPORT SERVICE EMPLOYEES

- (1) APSSE who performs duties which carry a higher minimum rate than the rate at which such PSSE usually performs shall be entitled to the higher minimum rate while so employed.
- (2) Where such PSSE is engaged in the higher grade of work for more than two hours on any day or shift, the employee shall be paid the higher rate for the whole day or shift.
- (3) Notwithstanding the provisions of this clause payment for higher duties shall not apply to a PSSE required to act in another position while the permanent PSSE is on a single Accrued Day Off.

37. - ESTABLISHMENT OF CONSULTATIVE MECHANISMS

The Association and the Union are required to establish a consultative mechanism/s and procedures appropriate to their size, structure and needs, for consultation and negotiation on matter affecting the efficiency and productivity of the Public Sector.

38. - AWARD MODERNISATION

- (1) The Association and the Union are committed to modernising the terms of the Awards so that it provides for more flexible and efficient working arrangements, enhances productivity, improves the quality of working life, skill and job satisfaction and assists working life, skills and job satisfaction and assists positively in the restructuring process.
- (2) In conjunction with testing the current Award Agreement structure the parties are prepared to discuss all matters raised by the parties for increased flexibility and efficiency. As such, any discussions between the parties must be premised on the understanding that:
 - (a) the majority of employees employed in the section, branch or division must genuinely agree;
 - (b) no employee will suffer a reduction in ordinary earnings as a result of the change;
 - (c) the Association and/or the Union, as applicable, must be party to the agreement, in particular, where the employees at any section, branch or division are holding discussions which would require any award variation. The Association and/or the Union shall be invited to participate.
 - (d) the Association and/or the Union shall not unreasonably oppose any agreement;
 - (e) subject to the provisions of this award, any agreement reached may require ratification by the Commission.
- (3) Should an agreement be reached pursuant to subclause (2) hereof and that agreement requires an award variation, no party will oppose the award variation.
- (4) There shall be no limitation on any award matter being raised for discussion.

39. - INTRODUCTION OF CHANGE

Employers duty to notify

Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employers shall notify the employees who may be affected by the proposed changes in accordance with s.41 of the Minimum Conditions of Employment Act 1993.

40. - REDUNDANCY

(1) Definitions

Except where otherwise provided, pay means:

- (a) the award rate of pay, excluding allowances, applicable to the substantive classification of the employee of the payor, where the employee does not have a substantive classification, the rate of pay, excluding allowances, under his or her contract of employment;
- (b) an enterprise bargaining allowance as defined in the Public Sector Management (Redeployment and Redundancy Regulations) 1994;
- (c) an allowance for an employee being in charge of other employees; and
- (d) a tally or piece rate;

but does not include an allowance of any other kind.

“Redundancy” means a situation when a job performed by an employee ceases to exist or becomes surplus to requirements.

(2) Redeployment

- (a) With respect to each employee whose position is declared redundant, the employer, unless otherwise agreed, shall attempt to redeploy the employee to suitable alternative employment within Parliament House. In the event that no suitable alternative employment is available, the employee shall be entitled to the benefits set out in sub-clause 4 of this clause.
- (b) Where it is possible to redeploy the employee to a new employer within Parliament House, annual leave and long service leave accrued prior to the date of redeployment shall be calculated in accordance with this Award and transferred to and credited by the new employer.
- (c) Suitable alternative employment shall be defined as that which provides an employee with a position which:
 - (i) is a position where the ordinary hours of duty being in general no less than those worked by the employee in his/her substantive position, with a Parliament House employer, unless otherwise agreed;
 - (ii) has a wage or salary as close as practicable to that of the employee's substantive position; and
 - (iii) has regard to the relevance of the duties and responsibilities, qualifications, experience, and the competence of the employee.

(3) Leave and assistance to seek alternative employment

The employer shall facilitate redeployment by granting employees who have been made redundant up to one day's paid leave to attend interviews and career counselling without loss of pay.

(4) Severance pay

- (a) Each employee identified as being surplus to the employer's requirement and for whom suitable alternative employment cannot be found shall be entitled to the benefits of this subclause.
- (b) Where an employee identified as surplus to requirements is able to carry out the duties and responsibilities in an equivalent manner to an employee not identified as surplus, the latter, with the approval of the employer, may elect to resign in place of the former, in which case the benefits of this sub-clause shall apply to that employee.
- (c) Each employee referred to in paragraphs (a) and (b) hereof shall receive a severance payment from the employer in accordance with the following formula:
 - (i) two weeks pay for each completed year of continuous service provided that the maximum entitlement shall be of 46 weeks' pay;
 - (ii) continuous service shall have the same meaning as that prescribed in the Wages Employees Long Service Leave General Order ((1986) 66 WAIG 319) as amended from time to time.

(5) Payment for leave entitlements:

In addition to the severance payments prescribed by subclause 4(c) of this clause, employees shall also receive:

- (a) prorata annual leave.
- (b) prorata long service leave calculated on each completed twelve (12) months of service in accordance with the terms and conditions of entitlement available pursuant to Clause 13. Long Service Leave or Clause 15. - Leave of Absence, of this Award, as appropriate.
- (c) leave loading on accrued annual leave.
- (d) as part of the definition of pay, for the purpose of severance, any allowance of the kinds that has been paid continuously for the preceding 12 months including:
 - (i) an allowance for temporary undertaking duties other than those of the substantive office, post or position of the relevant employee;
 - (ii) a higher duties allowance; and
 - (iii) a shift allowance which is paid on a regular basis including during periods of annual leave.

(6) Exempt employees

This clause does not apply to:

- (a) employees retired on grounds of ill health;

- (b) employees whose employment is terminated as a consequence of poor performance or misconduct on the part of the employee;
- (c) an employee where an agreement has been reached between the employee and the employer that the employee is only engaged for a defined period under a fixed term contract at the conclusion of which the employment shall cease; or
- (d) casual employees.

(7) Minimum provisions

The provisions of this clause are minimum provisions.

41. - NAMED PARTIES

The named parties to the Award are -
 The Civil Service Association of Western Australia Incorporated
 Australian Liquor, Hospitality and Miscellaneous Workers Union, Western Australian Branch
 The Governor of Western Australia in Council
 The President of the Legislative Council
 The Speaker of the Legislative Assembly

42. - SALARY PACKAGING

- (1) For the purposes of this award “salary packaging” shall mean an arrangement whereby the wage or salary benefit arising under a contract of employment is reduced, with another or other benefits to the value of the replaced salary being substituted and to the employee.
- (2) An employer and employee bound by this award may enter into a salary packaging arrangement subject to the following:
 - (a) The employer shall take all reasonable steps to ensure that any salary package complies with taxation and other relevant laws;
 - (b)
 - (i) The employer shall record the arrangement at the time it is entered into, and provide a copy to the employee before the arrangement comes into effect;
 - (ii) The record shall include details of the employee's classification and salary level applying immediately prior to the salary packaging, coming into effect, and the details of the package;
 - (c) The value of any agreed salary package, viewed objectively, shall not be less than the value of the entitlements under this award which would otherwise apply;
 - (d) The value of any agreed salary package, viewed objectively, shall not be greater than the value of the contractual benefits which would otherwise be due to the employee;
- (3) An employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

(4) In the event of a dispute involving:

(a) refusal by an employer to discuss after having received a request for salary packaging; and/or

(b) a claim by an employee or the union party to this award that an employer is unreasonably refusing to enter into a salary packaging arrangement with its employee/s;

such dispute may be determined under the Industrial Relations Act, 1979 as amended.

VARIATION RECORD

PARLIAMENTARY EMPLOYEES AWARD 1989

NOS. A15 OF 1987, A4 OF 1988, A7 OF 1988, AND A7 OF 1989

Delivered 27/10/89 at 70WAIG745.

Section 93(6) Consolidation 07/05/97 at 77WAIG 1312

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
	as delivered		27/10/89	70WAIG745
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72WAIG191
	Cl. & Title	1457/93	24/12/93	74WAIG 198
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75WAIG23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76WAIG911
(1A. Statement of Principles - March 1996)				
	Cl & Title	915/96	7/08/96	76WAIG 3368
(1A. Statement of Principles - August 1996)				

Cl.&Title	940/97	14/11/97	77WAIG3177
(1A.StatementofPrinciples -November1997)			
Cl.&Title	757/98	12/06/98	78WAIG2579
(1A.StatementofPrinciples -June,1998)			
Del.Cl.&Title	609/99	06/07/99	79WAIG1843

1B.MinimumAdultAwardWage

Ins.1B	940/97	14/11/97	77WAIG3177
Cl.	1024/98&P 30/98	22/07/98	78WAIG3338
(2),(3),(5)&(8)rates& text	609/99	01/08/99	79WAIG1843
Cl.	654/00	01/08/00	80WAIG3379
Cl	752/01	01/08/01	81WAIG1721
Cl	797/02	01/08/02	82WAIG1369
Cl.	569/03	5/06/03	83WAIG1899& 2488
(9)	1197/03	1/11/03	83WAIG3537
Cl	570/04	4/06/04	84WAIG1521
Cl.	576/05	07/07/05	85WAIG2083& 2716

2.Arrangement

TitlesCl.23&24;Ins. 33;			
34;35;&36;	634/90(R2)	19/11/90	71WAIG2580
Ins.37&38	P26/91	20/11/91	72WAIG244
Ins.1A.	1752/91	31/01/92	72WAIG191
Ins.39	595/93	27/10/89	73WAIG1317
1A.Title	1457/93	24/12/93	74WAIG198
Ins.24A	22/95	09/01/95	75WAIG709
1A. Title	985/94	30/12/94	75WAIG23
RenumberCl.39asCl. 41;			

Ins.Cl.39&40	1423/93	09/10/95	75WAIG3044
1A.Title	1164/95	21/03/96	76WAIG911
1A.Title	915/96	7/08/96	76WAIG3368
1A	940/97	14/11/97	77WAIG3177
Ins.1B	940/97	14/11/97	77WAIG3177
21.Title	2053(2)/97	22/11/97	77WAIG3171
1A.Title	757/98	12/06/98	78WAIG2579
Ins.42	P14/98	25/09/98	78WAIG4388
Del.1A	609/99	06/07/99	79WAIG1843

3.Scope

asdelivered		27/10/89	70WAIG745
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4.Term

asdelivered		27/10/89	70WAIG745
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5.Definitions

Ins.Definitions	634/90(R2)	19/11/90	71WAIG2580
Cl.	P14/98	25/09/98	78WAIG4388

6.HoursofDuty

asdelivered		27/10/89	70WAIG745
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7.Overtime

(5)(6);Ins.(7)	634/90(R2)	19/11/90	71WAIG2580
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8.MealBreaks

asdelivered		27/10/89	70WAIG745
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9.MealAllowance

asdelivered		27/10/89	70WAIG745
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(1)(amount)	P27/96	31/07/96	76WAIG4285
(1)(amounts)	P15/97	01/07/97	77WAIG1980
Cl	P52/98	01/01/99	79WAIG 1170
(1)(amount)	P23/00	04/07/00	85WAIG897
(1)	P4/03	19/09/03	83WAIG3345
Cl.	P9/04	14/09/04	84WAIG3269
(1)(amount)	P20/05	25/10/05	UnreportedP20

10.ShiftWorkAllowance

asdelivered		27/10/89	70WAIG745
Cl.	967/91	03/04/92	72WAIG1089

11.PublicHolidays

asdelivered		27/10/89	70WAIG745
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12.AnnualLeave

(3)(f);	634/90(R2)	19/11/90	71WAIG2580
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13.LongServiceLeave

asdelivered		27/10/89	70WAIG745
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14.CompassionateLeave

asdelivered		27/10/89	70WAIG745
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15.LeaveofAbsence

asdelivered		27/10/89	70WAIG745
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16.TradeUnionTrainingLeave

asdelivered		27/10/89	70WAIG745
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17.LeavetoAttendUnionBusiness

asdelivered		27/10/89	70WAIG745
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18.SpecialProvisions

asdelivered		27/10/89	70WAIG745
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19.Allowances

Cl.	634/90(R2)	19/11/90	71WAIG2580
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Cl.	623/92	06/07/92	72WAIG1807
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20.RecordsandInformation

asdelivered		27/10/89	70WAIG745
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(21.DeductionofSu bscription)

asdelivered		27/10/89	70WAIG745
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Cl&Title	2053(2)/97	22/11/97	77WAIG3171
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21.Deleted

22.RightofEntry

asdelivered		27/10/89	70WAIG745
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Ins.Para	2053/1/97	22/11/97	77WAIG3138
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(PaymentofSalaries)

Cl.&tit le	634/90(R2)	19/11/90	71WAIG2580
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23.PaymentofSalariesandWages

(24.Salaries)

asdelivered		27/10/89	70WAIG745
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Cl.&title	634/90(R2)	19/11/90	71WAIG2580
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24.ParliamentaryOfficers –Salaries

(3);Ins.(4);	P26/91	20/11/91	72W AIG244
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(3)	22/95	09/01/95	75WAIG709
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(3)	P53/95	14/08/95	75WAIG2594
(3)	P23/96	14/07/96	76WAIG2765
(3)	P20/95	29/07/96	77WAIG2442
Rates	940/97	14/11/97	77WAIG3177
(3)	1024/98&P 30/98	22/07/98	78WAIG3338
(3)Rates	609/99	01/08/99	79WAIG1843
Cl.	654/00	01/08/00	80WAIG3379
Cl	752/01	01/08/01	81WAIG1721
(3)	797/02	01/08/02	82WAIG1369
(3),ins(5)	P33/02	21/08/02	82WAIG2462
Cl.	569/03	5/06/03	83WAIG1899& 2488
Cl	570/04	4/06/04	84WAIG1521& 1951
Cl.	576/05	07/07/05	85WAIG2083& 2716

24A.ArbitratedSafetyNetAdjustment

Ins.Cl.	22/95	09/01/95	75WAIG709
Cl.	P53/95	14/08/95	75WAIG2594
Cl.	P23/96	14/07/96	76WAIG2765
Ins.Text	940/97	14/11/97	77WAIG3177
Cl.	1024/98&P 30/98	22/07/98	78WAIG3338
Inserttext	609/99	01/08/99	79WAIG1843
Cl.	654/00	01/08/00	80WAIG3379
Cl	752/01	01/08/01	81WAIG1721
Cl.	569/03	5/06/03	83WAIG1899& 2488
Cl	570/04	4/06/04	84WAIG1521& 1951
Cl.	576/05	07/07/05	85WAIG2083& 2716

25.ParliamentarySupportServicesEmployeeWages

Cl.	634/90(R2)	19/11/90	71WAIG2580
CorrectingOrder	634/90(R2)	19/11/90	71WAIG2584
Cl.	1597/93	09/01/95	75WAIG710
(1)(a),(3)&(4)	419/95	30/06/95	75WAIG2594
(1)(a)&(b)	1096/94	20/07/95	“notpublished”
(1)(a)&(b)	1096/94CORR	20/07/95	76WAIG472
(1)	366/96	20/07/96	76WAIG4284
(3)&(4)	1425/96	12/11/96	77WAIG244
Rates&Ins.Text	940/97	14/11/97	77WAIG3177
(1)(3)(4)	1024/98&P 30/98	22/07/98	78WAIG3338
(1)(a)Rates	609/99	01/08/99	79WAIG1843
(3)	848/99	27/08/99	79WAIG3047
Cl.	654/00	01/08/00	80WAIG3379
(3)(a),(b)&(c)&(4)	709/00	09/11/00	80WAIG5602
Cl	752/01	01/08/01	81WAIG1721
(3)&(4)	964/01	07/01/02	82WAIG294
(1)	797/02	01/08/02	82WAIG1 369
(3)&(4)	967/02	28/01/03	83WAIG795
Cl.	569/03	5/06/03	83WAIG1899& 2488
Cl	570/04	4/06/04	84WAIG1521& 1951
(3)&(4)	703/03	11/03/05	85WAIG1204
Cl	576/05	07/07/05	85WAIG2083& 2716

26.FirstAid

asdelivered	27/10/89	70WAIG745
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27.Breakages

asdelivered	27/10/89	70WAIG745
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28.UniformsandClothing

asdelivered		27/10/89	70WAIG745
Rates	405/97	22/04/97	77WAIG1490
(2)	848/99	27/08/99	79WAIG3047
(2)	709/00	09/11/00	80WAIG5602
(2)	964/01	07/01/02	82WAIG294
(2)	967/02	28/01/03	83WAIG795
(2)	703/03	11/03/05	85WAIG1204

29.PreservationandNon -Reduction

asdelivered		27/10/89	70WAIG745
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30.SickLeave

asdelivered		27/10/89	70WAIG745
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31.MaternityL eave

asdelivered		27/10/89	70WAIG745
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32.NoExtraClaims

asdelivered		27/10/89	70WAIG745
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33.Part -TimeEmployment

Ins.cl.	634/90(R2)	19/11/90	71WAIG2580
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34.CasualEmployment

Ins.cl.	634/90(R2)	19/11/90	71WAIG25 80
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35.Apprentices

Ins.cl.	634/90(R2)	19/11/90	71WAIG2580
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36.HigherDutiesAllowance -ParliamentarySupportServiceEmployees

Ins.cl.	634/90(R2)	19/11/90	71WAIG2580
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37.EstablishmentofConsultativeMechanisms

Ins.Cl.	P26/91	20/11/91	72WAIG244
Cl.	1096/94	20/07/95	“notpublished”
Cl.	1096/94CORR	20/07/95	76WAIG472

38.AwardModernisation

Ins.Cl.	P26/91	20/11/91	72WAIG244
Cl.	1096/94	20/07/95	“notpublished”
Cl.	1096/94CORR	20/07/95	76WAIG472

39.IntroductionofChange

Ins.Cl.	1423/93	09/10/95	75WAIG3044
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40.Redundancy

Ins.Cl.	1423/93	09/10/95	75WAIG3044
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(39.NamedParties)

Ins.Cl.	595/93	27/10/89	73WAIG1317
Cl.	962/93	16/07/93	73WAIG2105
RenumberCl.	1423/93	09/10/95	75WAIG3044

41.NamedParties

Cl.	P14/98	25/09/98	78WAIG4388
Cl	709/00	09/11/00	80WAIG5602

42.SalaryPackaging

Ins.42	P14/98	25/09/98	78WAIG4388
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