

PARLIAMENTARY
EMPLOYEES

GENERAL AGREEMENT 2017

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This Agreement shall be known as the Parliamentary Employees General Agreement 2017 and replaces the Parliamentary Employees General Agreement 2014.

2. ARRANGEMENT

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3. DEFINITIONS

3.1. For the purposes of the General Agreement the following definitions shall apply:

- (a) **“Award”** means the Parliamentary Employees Award 1989
- (b) **“Department”** means the Department of the Legislative Council or the Department of the Legislative Assembly or the Parliamentary Services Department of the Parliament of Western Australia.
- (c) **“Departmental Head”** means the Clerk of the Legislative Council; or the Clerk of the Legislative Assembly; or the Executive Manager, Parliamentary Services.
- (d) **“Employee”** means an Officer or a PSSE.
- (e) **“Employer”** means:

The President, acting on the recommendation of the Clerk of the Legislative Council, is, subject to section 35 of the *Constitution Act 1889*, the Employer of each member of the Department of the Legislative Council other than the Clerk of the Legislative Council and the Deputy Clerk of the Legislative Council;

The Speaker, acting on the recommendation of the Clerk of the Legislative Assembly, is, subject to section 35 of the *Constitution Act 1889*, the Employer of each member of the Department of the Legislative Assembly other than the Clerk of the Legislative Assembly and the Deputy Clerk of the Legislative Assembly;

The President and the Speaker, acting jointly, are the Employer of the Executive Manager, Parliamentary Services, and on the recommendation of the Executive Manager, Parliamentary Services, are the Employer of each member of the Parliamentary Services Department other than the Executive Manager, Parliamentary Services.
- (f) **“General Agreement”** means the Parliamentary Employees General Agreement 2017.
- (g) **“Grievance”** means a formal complaint or expression of concern made by an Employee to a supervisor/manager where the basis of that complaint or concern is the Employee's belief that he/she has been subjected to unlawful, unfair or inequitable treatment including, but not limited to, employment and leave arrangements, work practices, workplace conflicts, health or safety issues, harassment or discrimination.
- (h) **“Hansard Reporters”** means Hansard Reporters including “trainee” Hansard Reporters.
- (i) **“House”** means either the Legislative Council or the Legislative Assembly of the Parliament of Western Australia.
- (j) **“Officer”** is an Employee who is not a PSSE.
- (k) **“Overtime”** means all work performed at the prior direction of a Departmental Head, or duly authorised delegate, outside an Employee's prescribed ordinary hours of duty.
- (l) **“Partner”** means a person who is either a spouse or a de facto partner.
- (m) **“PSSE”** means Parliamentary Support Services Employee, being all those Employees employed in the occupational areas of gardening, catering, waitperson and bar attending.
- (n) **“PSSE Shift”** means day shift is a shift commencing after 6.00 am and before 12.00 noon, and an afternoon shift is a shift commencing after 12.00 noon and before 6.00 pm.
- (o) **“Replacement Employee”** means an employee specifically engaged to replace an employee proceeding on maternity, adoption, other parent or unpaid grandparental leave.
- (p) **“Roster PSSEs”** means PSSEs who have rostered working hours and includes Shift PSSEs.
- (q) **“Sessional Officer”** means an Officer who is required by the Departmental Head to be available to work any time when the House sits after 6.00 pm.
- (r) **“Shift PSSEs”** means PSSEs who are required to work shifts.

- (s) **“Sitting day”** means a day on which a House actually sits and includes Legislative Assembly Estimates Hearings.
- (t) **“Unions”** means the Civil Service Association of Western Australia (Inc), the United Voice WA and the Media, Entertainment and Arts Alliance of Western Australia (Union of Employees).
- (u) **“WAIRC”** means the Western Australian Industrial Relations Commission.

4. PURPOSE OF AGREEMENT

4.1. The parties agree that the purpose of the General Agreement is:

- (a) To ensure the delivery of effective, efficient and high-quality services to the Parliament by constantly developing and improving the performance of all Employees and keeping pace with the requirements and anticipated needs of the Parliament;
- (b) To provide salary/wage increases in accordance with this General Agreement for Employees bound by this General Agreement; and
- (c) In conjunction with the Award, to provide a core set of employment conditions for Employees bound by the General Agreement.

4.2. The objectives of the General Agreement are:

- (a) To contribute to the achievement of the objectives of the departments;
- (b) To pursue a high level of customer service orientation and improved customer focus;
- (c) To provide a work environment that fosters an appropriately trained, skilled and adaptable staff committed to facilitating improved work practices;
- (d) To effectively and efficiently manage assets and resources;
- (e) To provide a safe and functional work environment;
- (f) To achieve productivity improvements within budget;
- (g) To recognise individual performance through annual performance reviews;
- (h) To adopt flexible and progressive work practices and reasonable changes in the way work is organised; and
- (i) To apply human resource policies and practices that are based on human resource industry best practice.

4.3. Employees are encouraged to treat parliamentary employment as a career, and fair and open access to promotion opportunities will be offered in order to retain Employees’ valuable skills, experience and expertise.

4.4. The parties and Employees will use their best endeavours to ensure that the provisions of the General Agreement are implemented in accordance with its terms.

4.5. The parties and Employees undertake to comply with the spirit and intent of the General Agreement.

5. APPLICATION AND PARTIES BOUND

5.1. The parties bound by the General Agreement are the Unions and the Employer.

5.2. The General Agreement shall apply to all Employees who are members of or eligible to be members of the Unions and/or covered by the Award. As at the date of registration the approximate number of Employees covered by this Agreement is 180.

5.3. The General Agreement shall be read in conjunction with the Award. Where the provisions of the Award and the General Agreement are inconsistent, the provisions of the General Agreement shall prevail.

6. TERM OF AGREEMENT

- 6.1. This General Agreement shall operate from the beginning of the first pay period on or after the date of registration and, in accordance with section 41 of the *Industrial Relations Act 1979*, will expire on 12 June 2019.
- 6.2. The parties to this General Agreement agree to re-open negotiations for a replacement General Agreement at least six months prior to the expiry of this General Agreement with a view to implement a replacement General Agreement operative from the beginning of the first pay period on or after 13 June 2019.

7. NO FURTHER CLAIMS

- 7.1. The parties to the General Agreement undertake that for the term of the General Agreement there shall be no salary/wage increases sought or granted other than those provided under the terms of the General Agreement. This includes salary adjustments arising out of State Wage Case decisions. Such increases are to be absorbed in the salaries/wages set out in the General Agreement.
- 7.2. The parties to the General Agreement undertake that for the term of the General Agreement there will be no further claims on matters contained in the General Agreement.

8. CORE CONDITIONS

- 8.1. The core conditions of employment shall be the terms and conditions covered in the General Agreement and the following provisions contained in the *Parliamentary Employees Award 1989* (PEA):

| | CORE CONDITION | OFFICERS | PSSSES |
|---|--------------------------------------|------------------------------------|------------------------------------|
| 1 | Leave to Attend Association Business | Clause 34 PEA | Clause 34 PEA |
| 2 | Trade Union Training Leave | Clause 33 PEA Other forms of leave | Clause 33 Other forms of leave |
| 3 | Defence Forces Reserves Leave | Clause 33 PEA Other forms of leave | Clause 33 Other forms of leave |
| 4 | Short Leave | Clause 33 PEA Other forms of leave | Not applicable. |
| 5 | Records and Information | Clause 35 PEA | Clause 35 PEA |
| 6 | Right of Entry | Clause 36 PEA | Clause 36 PEA |
| 7 | Access to the Award | Clause 41 PEA | Clause 41 PEA |
| 8 | Study Leave | Clause 33 PEA Other forms of leave | Clause 33 PEA Other forms of leave |

PART 2: SALARY RELATED MATTERS

9. SALARIES AND WAGES

- 9.1. The Salaries and Wages provided for by the General Agreement shall be those contained in Schedule 1A, (Salaries) Parliamentary Officers, and Schedule 1B, (Wages) Parliamentary Support Services Employees, and Schedule 1C (Specified Callings) Salaries of this General Agreement.
- 9.2. An Employee who is employed by the Employer on the date of registration of this General Agreement will, on registration of the agreement, receive a payment equivalent to the additional \$1,000 annual salary/wage increase that would have been paid had the salaries/wages in Schedule 1A, 1B or 1C been paid on and from 13 June 2017.
- 9.3. An Employee who resigns or retires or whose employment is otherwise terminated prior to the registration of this agreement is not entitled to the retrospective payment provided in clause 9.2.
- 9.4. The second and final salary/wage increase of \$1,000 shall operate on and from 13 June 2018.
- 9.5. Subject to clause 9.3, the Employer will pay the retrospective payment provided in clause 9.2 to an Employee who, prior to the registration of this agreement:

- (a) Was employed in the WA public sector under a different industrial agreement to which a union is a respondent; and
- (b) Commenced employment with the Employer within one calendar week of ceasing employment with their previous WA public sector employer.

10. ANNUAL INCREMENTS

- 10.1. Employees shall proceed to the maximum of their salary/wage range by annual increments, after 12 months' continuous service, unless there is an adverse report on the officer's performance or conduct which recommends the non-payment of an annual increment.
- 10.2. The following process shall apply where a report on an Employee's performance or conduct recommends the non-payment of an annual increment:
 - (a) The Employee will be shown the report prior to completing 12 months' continuous service since their last incremental advance.
 - (b) The Employee will be provided with an opportunity to comment in writing.
 - (c) The Employee's comments will be considered immediately by the Employer and a decision made as to whether to approve the payment of the increment or withhold payment for a specific period.
 - (d) Where the increment is withheld, the Employer before the expiry of the specified period will complete a further report and the above provisions will apply.
- 10.3. The non-payment of an increment will not change the normal anniversary date of any further increment payments.

11. SALARY PACKAGING

- 11.1. An Employee may, by agreement with the Employer, enter into a salary packaging arrangement in accordance with the Parliament's salary packaging guidelines or any similar salary packaging arrangement offered by the Employer.
- 11.2. Salary packaging is an arrangement whereby the entitlements under the General Agreement, contributing toward the Total Employment Cost (as defined in subclause 11.4 of this clause) of an Employee, can be reduced by and substituted with another or other benefits.
- 11.3. For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employers' Superannuation Guarantee contributions.
- 11.4. The TEC for the purposes of salary packaging is calculated by adding:
 - (a) The base salary;
 - (b) Other cash allowances; eg annual leave loading;
 - (c) Non-cash benefits; eg superannuation, motor vehicles etc;
 - (d) Any Fringe Benefit Tax liabilities currently paid; and
 - (e) Any variable components; eg performance based incentives (where they exist).
- 11.5. Where an Employee enters into a salary packaging arrangement, they will be required to enter into a separate written agreement with the Employer that sets out the terms and conditions of the arrangement.
- 11.6. Notwithstanding any salary packaging arrangement, the salary rate as specified in clause 9, *Salaries and Wages*, of the General Agreement is the basis for calculating salary related entitlements specified in the General Agreement and the Award.
- 11.7. The salary packaging arrangement must be cost neutral in relation to the total cost to the Employer.

- 11.8. The salary packaging arrangement must also comply with relevant taxation laws and the Employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the Employee.
- 11.9. In the event of any increase or additional payments of tax or penalties associated with the employment of the Employee or the provision of Employee benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the Employee.
- 11.10. In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the Employee may vary or cancel a salary packaging arrangement.
- 11.11. The cancellation of salary packaging will not cancel or otherwise affect the operation of the General Agreement.
- 11.12. An Employer shall not unreasonably withhold agreement to salary packaging on request from an Employee.

12. RECOVERY OF UNDERPAYMENTS

- 12.1. Where an Employee is underpaid in any manner:
 - (a) The Employer will, once the Employer is aware of the underpayment, rectify the error as soon as practicable;
 - (b) Where possible the underpayment shall be rectified no later than in the pay period immediately following the date on which the Employer is aware that an underpayment has occurred; and
 - (c) Where an Employee can demonstrate that an underpayment has created serious financial hardship, the Employee shall be paid by way of a special payment as soon as practicable.
- 12.2. An Employer shall compensate an Employee for costs resulting directly from an underpayment, where it is proven that the costs resulted directly from the underpayment. This includes compensation for overdraft fees, dishonoured cheque costs, and dishonour fees related to routine deductions from the bank account into which an Employee's salary/wage is paid.
- 12.3. Nothing in this clause shall be taken as precluding the Employee's legal right to pursue recovery of underpayments.

13. RECOVERY OF OVERPAYMENTS

- 13.1. The Employer has an obligation under the *Financial Management Act 2006* to account for public monies. This requires the Employer to recover overpayments made to an Employee.
- 13.2. Any overpayment will be repaid to the Employer within a reasonable period of time.
- 13.3. Where an overpayment is identified and proven, the Employer will provide the Employee with the written details of the overpayment and notify the Employee of their intent to recover the overpayment.
- 13.4. Where the Employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the Employer and Employee.
- 13.5. If agreement on a repayment schedule cannot be reached within a reasonable period of time, the Employer may deduct the amount of the overpayment over the same period of time that the overpayment occurred provided:
 - (a) The Employer may not deduct or require an Employee to repay an amount exceeding 5% of the Employee's net pay in any one pay period without the Employee's agreement; and
 - (b) Where necessary, an Employer may deduct money over a period of time greater than the period of time over which the overpayment occurred.
- 13.6. If the Employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with, clause 65 - *Dispute*

Settlement Procedure. No deductions relating to the overpayment shall be made from the Employee's pay while the matter is being dealt with in accordance with the Dispute Settlement Procedure.

- 13.7. Nothing in this clause shall be taken as precluding the Employer's legal right to pursue recovery of overpayments.
- 13.8. Where an Employer alters the pay cycle or pay day, any consequential variations to an Employee's fortnightly salary and/or payments to compensate shall not be considered an overpayment for the purposes of this clause.

PART 3: CONTRACT OF EMPLOYMENT

14. CONTRACT OF SERVICE

14.1. Period of Probation

- (a) Every Employee of a department is to serve a probationary period not exceeding three (3) months, unless otherwise determined by the Departmental Head.
- (b) At any time during the period of probation, the Departmental Head may annul the appointment and terminate the services of the Employee by the giving of one (1) week's notice or payment in lieu thereof.
- (c) Prior to the expiry of the period of probation, the Departmental Head shall:
 - (i) have a report completed in respect to the Employee's level of performance, efficiency, and conduct; and
 - (ii) confirm the permanent appointment; or
 - (iii) extend the period of probation by up to three (3) months (only), to a maximum period of probation of six (6) months (only); or
 - (iv) terminate the services of the Employee.

14.2. Termination of Employment

- (a) An Employee shall give the Departmental Head written notice of their intention to resign of not less than -
 - (i) one (1) month; or
 - (ii) such other period as specified in the Employee's contract of service where applicable.
- (b) Where an Employee's contract of employment is terminated for any reason other than dismissal, that Employee shall be given written notice of -
 - (i) one (1) month; or
 - (ii) such other period as specified in a contract of service, where applicable; or
 - (iii) payment of salary for the appropriate period in lieu of notice.
- (c) The employment of a casual Employee may be terminated at any time by the casual officer or the Departmental Head giving to the other one (1) hour's prior notice. In the event of a Departmental Head or casual Employee failing to give the required notice, one (1) hour's salary shall be paid or forfeited.

14.3. Retirement

- (a) An Employee having attained the age of fifty-five (55) years shall be entitled to retire from the employ of the Employer.

14.4. Contract Employment

- (a) Employees appointed for a fixed term shall be advised in writing of the terms of the appointment and such advice shall specify the dates of commencement and termination of employment.

15. PART-TIME EMPLOYMENT

15.1. This clause replaces clause 6, *Part-time Employment*, of the Award.

15.2. Part-time employment is regular and continuing employment for a period of less than thirty-seven and a half (37.5) hours per week.

15.3. Part-Time Agreement

- (a) Each part-time engagement shall be made in writing and shall include the agreed period of the engagement and the agreed hours of duty.
- (b) Subject to the approval of the Employer, the conversion of a full-time Employee to a part-time Employee can be implemented only with the written consent or by written request of that Employee. No full-time Employee may be made a part-time Employee without his or her prior agreement.

15.4. Hours of Duty

- (a) The Employer shall before a part-time Employee commences employment prescribe the weekly and daily hours of duty, including starting and finishing times, for the Employee (“ordinary hours”).
- (b) The Employer shall give a part-time Employee four (4) weeks’ notice of any proposed variation to that Employee’s ordinary hours provided that the Employer, subject always to subclause 15.2 of this clause shall not vary the Employee’s total weekly hours of duty without the Employee’s prior written consent.
- (c) Temporary variations to an Employee’s working hours may be agreed to by the Employer and Employee without notice.
- (d) Where a part-time Employee is directed to work hours in excess of the Employee’s ordinary hours, overtime shall be paid or leave in lieu accrued in accordance with clause 23, *Overtime and Leave in Lieu for Employees*, of the General Agreement.

15.5. Salary and Annual Increments

- (a) A part-time Employee shall be paid a proportion of the appropriate full-time salary or wages calculated upon time worked.
- (b) A part-time Employee shall be entitled to annual increments in accordance with clause 10, *Annual Increments*, of the General Agreement.
- (c) A part-time Employee shall be entitled on a pro rata basis to the same leave and conditions prescribed in the General Agreement for full-time Employees.
- (d) Personal leave and any other paid leave shall be paid at the Employee’s current salary or wages, but only for those hours or days that would normally have been worked had the Employee not been on such leave.

15.6. Holidays

- (a) A part-time Employee shall be allowed the prescribed Public Holidays without deduction of pay in respect of each holiday that falls on a day ordinarily worked by the part-time Employee.

15.7. Reversion of Employees to Full time

- (a) A part-time Employee who was previously a full-time Employee and who desires to revert to full-time employment will be required to seek promotion or transfer to a full-time position by:
 - (i) applying for advertised vacancies; and/or
 - (ii) written notification to the Employer of his or her desire to revert to full-time employment.

- (b) Nothing in paragraph (a) of this subclause will prevent the Employer with the written consent of the Employee transferring that Employee to a full-time position at remuneration less than the Employee's substantive remuneration.
- (c) Before transferring an Employee under paragraph (b) of 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.

16. PART-TIME SEASONAL EMPLOYMENT

16.1. Seasonal Employees

- (a) **"Seasonal Employee"** means an Employee employed to meet the regularly occurring seasonal events of a department.
- (b) A Seasonal Employee is a permanent part-time Employee and not a casual.
- (c) A Seasonal Employee's ordinary hours will be a minimum of fifteen (15) hours per sitting week and will not exceed the maximum ordinary hours required by a full-time Employee of the same employment category.
- (d) A Seasonal Employee is entitled to the same provisions as a full-time Employee of the same employment category on a pro rata basis based on actual hours worked.
- (e) Seasonal employment is the preferred employment category to casual employment and wherever possible Seasonal Employees will be offered additional ordinary hours before casual Employees.
- (f) Seasonal employment is not intended to replace full-time permanent employment.

16.2. Variations to Hours

- (a) A Seasonal Employee's ordinary hours of work may vary from time to time depending on the requirements of the department.
- (b) The Employer will provide as much notice as practicable when varying the Employee's ordinary hours.
- (c) A Seasonal Employee may refuse to work their ordinary hours where the Employer has not provided a minimum of two (2) weeks' notice.
- (d) Notwithstanding paragraph (c) of this subclause, variations to the Employee's ordinary hours may be agreed by the Employee and the Employer without notice.

16.3. Daily Hours

- (a) On any day a Seasonal Employee is required to work, the ordinary hours must not be less than three (3) hours a day.
- (b) Wherever possible, the Employer will prescribe the daily ordinary hours of a Seasonal Employee; however, variations may occur at short notice due to the fluctuating nature of work performed by a Seasonal Employee.
- (c) A Seasonal Employee may be rostered to commence their ordinary hours anytime prior to 2.00pm daily.
- (d) A Seasonal Employee may work ordinary hours beyond 6.00pm.
- (e) A Seasonal Employee shall be entitled to overtime for hours worked in excess of their daily ordinary hours for their employment category.
- (f) A Seasonal Employee who commences their ordinary hours after 12.00pm will be paid a Shift Work Allowance in accordance with clause 21 of the *Public Service Award 1992*.

17. CASUAL “OUTREACH PRESENTERS”

17.1. Casual “Outreach Presenters”

An Employee engaged on a casual basis as an Outreach Presenter shall:

- (a) Record on a time sheet the actual total time worked each day rounded up to the nearest fifteen (15) minutes;
- (b) Be paid fortnightly for the actual time worked; and
- (c) Not be subject to any minimum period of engagement.

18. PORTABILITY OF EMPLOYEE ENTITLEMENTS

18.1. On an Employee’s commencement with a department of the Parliament, the Employer agrees to recognise the Employee’s accrued entitlements to personal leave, long service leave and pro rata long service leave provided that:

- (a) Immediately prior to the Employee being employed by a department of the Parliament, the Employee was employed by a Public Sector agency or a statutory authority or other entity for which an Accountable Officer has been appointed under the *Financial Management Act 2006*; and
- (b) The Employee’s employment with a department of the Parliament commenced no later than one (1) week after ceasing previous employment; and
- (c) The Employee did not receive payment from the previous employer for any such remaining accrued and pro rata leave.

19. ASSIGNMENT TO OTHER DUTIES

19.1. Where Employees are assigned insufficient duties to complete their required hours of work in a non-sitting week, the Departmental Head may assign them to other parliamentary departments or to government agencies so as to ensure that those hours are worked in that week.

PART 4: HOURS OF WORK

20. WORKING HOURS

20.1. This clause in conjunction with clause 21, *Daily Hours*, of the General Agreement replaces clause 9, *Hours of Duty*, of the Award.

20.2. Fortnightly Ordinary Hours for Employees

- (a) A full-time Employee shall be paid for seventy five (75) ordinary hours per fortnight.
- (b) Employees may be required to work hours outside their ordinary hours.

20.3. Span of Ordinary hours for Employees, other than Roster PSSEs

- (a) The ordinary hours for Employees, other than Roster PSSEs, shall be worked between the hours of 7.00am and 6.00pm Monday to Friday.
- (b) Notwithstanding paragraph (a) of this subclause, Non-Sessional Officers who participate in flexitime may work up to two (2) ordinary hours per day, Monday to Friday, outside the span of ordinary hours as flexitime where the Non-Sessional Officer and the Employer agree.
- (c) Notwithstanding paragraph (a) of this subclause, PSSEs may commence ordinary hours from 6.00am Monday to Friday with the consent of the Employer.
- (d) Hansard Reporters and Seasonal Employees may work ordinary hours beyond 6.00pm.

20.4. Span of Ordinary Hours for Roster PSSEs

Roster PSSEs may be rostered to work ordinary hours Monday to Friday as follows:

- (a) Sitting Days - Maximum ten (10) hours per shift between the hours of 7.00am and 11.00pm.
- (b) Non-Sitting Days - Minimum six (6) hours per shift between the hours of 7.00am and 6.00pm.
- (c) Rostered PSSE hours described in paragraphs (a) and (b) of this subclause may be varied provided the relevant Union and the Employer agree in writing.

21. DAILY HOURS

21.1. This clause in conjunction with Clause 20, *Working Hours*, of the General Agreement replaces clause 9, *Hours of Duty*, of the Award.

21.2. Non-Sessional Officers

Notwithstanding clause 22 *Flexitime*, of this Agreement, the ordinary hours of Non-Sessional Officers who participate in Flexitime are not to exceed seven and a half (7.5) on any day.

21.3. Sessional Officers

The ordinary hours of Sessional Officers are not to exceed:

- (a) Eight and a half (8.5) on a sitting day; or
- (b) Six and a half (6.5) on a non-sitting day.

21.4. Roster PSSEs

The ordinary hours of a Roster PSSE are not to exceed:

- (a) Ten (10) on a sitting day; or
- (b) Six and a half (6.5) on a non-sitting day.

21.5. PSSEs

The ordinary working hours of PSSEs other than Roster PSSEs are not to exceed seven and a half (7.5) on any day.

22. FLEXITIME

22.1. Definitions

- (a) **“Core hours”** means the period when flexitime cannot be taken and an Employee must attend work.
- (b) **“Credit hours”** means the ordinary hours worked by an Employee in excess of the required ordinary hours at the end of a settlement period.
- (c) **“Debit hours”** means the shortfall between ordinary hours worked by an Employee and the required ordinary hours at the end of a settlement period.

22.2. Flexitime

- (a) A Non-Sessional Officer shall be eligible to enter into a flexitime arrangement for one or more flexitime cycles with the agreement of the Employer provided that the ordinary hours on any day the Non-Sessional Officer is required to work:
 - (i) are not less than three (3) per day; and
 - (ii) not more than ten (10) per day.
- (b) Notwithstanding paragraph (a) of this subclause, a Non-Sessional Officer can be required to work seven and a half (7.5) ordinary hours on any day.
- (c) A Non-Sessional Officer cannot be directed to work more than, or less than, seven and a half (7.5) ordinary hours on any day.

- (d) The Employer or the Non-Sessional Officer may terminate a flexitime arrangement at any time by providing one (1) week's notice.
- (e) Where the flexitime arrangement is terminated prior to the end of a settlement period, salary and/or annual leave will be adjusted to take account of any credit or debit hours.

22.3. **Credit Hours**

- (a) The maximum credit hours that may be carried forward at the end of each settlement period of eight (8) weeks is thirty (30) hours.
- (b) Credit hours at any point within the settlement period shall not exceed seventy-five (75) hours.
- (c) Credit hours in excess of thirty (30) hours at the end of a settlement period shall be forfeited.
- (d) Paragraph (c) of this subclause shall not apply to accrued credit hours that the Employee is unable to take because of the Parliament's unexpected operational requirements or because the Employer has refused a reasonable request by the Officer to take the credit hours during the three hundred (300) hour, eight (8) week cycle.
- (e) On termination, resignation or transfer, unused credit hours will not be paid out and will be lost. However, the Employer will provide the opportunity for credit hours to be cleared.

22.4. **Debit Hours**

- (a) The maximum debit hours that may be carried forward at the end of each settlement period of eight (8) weeks is fifteen (15) hours.
- (b) Any period of debit hours in excess of fifteen (15) hours at the end of each settlement period will be taken as annual leave and adjusted in the first pay period following the settlement period.
- (c) Debit hours at any point within the settlement period shall not exceed fifteen (15) hours.

22.5. **Core Hours**

The Employer may determine the core hours of work required for a group of Employees or an individual Employee to meet operational needs.

22.6. **Hours in relation to authorised absences**

For the purpose of determining the quantum of hours worked by a Non-Sessional Officer in any eight (8) week cycle, an authorised absence of one day shall be calculated at seven and a half (7.5) hours.

An authorised absence includes:

- (a) Annual leave;
- (b) Long service leave;
- (c) Personal leave;
- (d) Bereavement leave;
- (e) Leave in lieu of overtime;
- (f) Flexi credit leave; and
- (g) Other leave as approved by the Head of Department.

23. **OVERTIME AND LEAVE IN LIEU FOR EMPLOYEES**

23.1. This clause shall be read in conjunction with clause 10, *Overtime*, of the Award

23.2. **Overtime and Leave in Lieu**

Employees who are directed to work outside their ordinary hours:

- (a) may elect either to be paid or to accrue leave in lieu at the rate of time and one half for the first three (3) additional hours worked; and

- (b) may elect either to be paid or to accrue leave in lieu at the rate of double time for hours worked after the first three (3) additional hours.

23.3. Sessional Officers Level 6 and Below

Sessional Officers Level 6 and below must work eight and a half (8.5) ordinary hours or past 6.00pm on a sitting day, whichever occurs first, before overtime can be claimed.

23.4. Officers Level 7 and above and Hansard Reporters

- (a) Officers who are paid a salary equal to or greater than the rate for salary classification Level 7 and Hansard Reporters who are directed to work outside their ordinary hours:

- (i) may elect either to be paid or to accrue leave in lieu at the rate of time and one half for the first three (3) additional hours worked; and
- (ii) may elect either to be paid or to accrue leave in lieu at the rate of double time for hours worked after the first three (3) additional hours;

for the equivalent of the first two-hundred and fifty (250) ordinary hours in a twelve (12) month period commencing 1 January each year.

- (b) Officers who are paid a salary equal to or greater than the rate for salary classification Level 7 and Hansard Reporters who are directed to work outside their ordinary hours who accrue more than the equivalent of two-hundred and fifty (250) ordinary hours in overtime in a twelve (12) month period commencing 1 January each year are entitled to:

- (i) leave in lieu at the rate of time and one half for the first three (3) additional hours worked; and
- (ii) leave in lieu at the rate of double time for hours worked after the first three (3) additional hours;

for hours worked beyond the equivalent of two-hundred and fifty (250) ordinary hours.

23.5. Maximum Leave in lieu and Time in lieu

- (a) An Employee cannot accumulate more than seventy-five (75) hours leave in lieu or time in lieu at any time unless otherwise agreed by the Employer and the Employee.
- (b) Paragraph (a) of this subclause shall not apply to accrued leave in lieu or time in lieu that the Employee is unable to take because a House is sitting or because of unexpected parliamentary requirements or because the Employer has refused a reasonable request by the Employee to take the leave in lieu or time in lieu.

23.6. Acquittal of Leave in lieu

- (a) Accrued leave in lieu shall be taken at a time to be agreed between the Employer and the Employee. In determining the taking of such leave, consideration shall be given to meeting the operational requirements for the effective functioning of the Parliament.
- (b) Accrued leave in lieu must be acquitted in the calendar year in which it accrues or the year following.

23.7. Ten (10) Hour Break

- (a) When overtime is worked by an Employee who is paid a salary or wages not exceeding the rate for salary classification Level 6, a break of not less than ten (10) hours shall be taken between the completion of work on one day and the commencement of work on the next.
- (b) Where an Employee who is paid a salary or wages not exceeding the rate for salary classification Level 6 is required to return to or continue work without the break provided for in paragraph (a) of this subclause, the Employee shall be paid at double the Employee's ordinary rate until released from duty.
- (c) Where an Employee is required to take a break of ten (10) hours after completing a working day and as a consequence recommences duty at a time later than the usual commencement of

duty on the following working day, the Employee shall be deemed to have commenced work at the usual commencement time for that day.

- (d) Employees who are paid a salary or wages equal to or greater than the rate for salary classification Level 7 and Hansard Reporters (except Trainee Reporters) who resume duty after having had less than a ten (10) hour break shall not be eligible to receive penalty payments.

23.8. **Overtime for casual Employees**

- (a) A casual Employee employed by a department of the Parliament is entitled to receive penalty payments for hours worked on weekends using the equivalent overtime formula as is applied to permanent Employees.
- (b) Casual Employees are not entitled to overtime payments for work undertaken between Monday and Friday.

24. **TIME IN LIEU WHILE TRAVELLING ON OFFICIAL BUSINESS - LEVEL 6 OFFICERS AND BELOW**

24.1. This clause is to be read in conjunction with clause 10, *Overtime*, of the Award;

24.2. A Level 6 Officer or below who is required to travel on official business outside normal working hours and away from usual headquarters shall be granted time off in lieu of such actual time spent in travelling at equivalent or ordinary rates on weekdays and at a rate of time and one half on Saturdays, Sundays and Public Service Holidays, other than during prescribed hours of duty, provided that:

- (a) Such travel is undertaken at the direction of the Head of Department.
- (b) Such travel shall not include:
 - (i) time spent in travelling by an Officer on duty at a temporary headquarters to the Officer's home for weekends for the Officer's own convenience;
 - (ii) time spent in travelling by plane between the hours of 11.00pm and 6.00am;
 - (iii) time spent in travelling by train between the hours of 11.00pm and 6.00am;
 - (iv) time spent in travelling by ship when meals and accommodation are provided;
 - (v) time spent in travel resulting from the permanent transfer or promotion of an Officer to a new location;
 - (vi) time of travelling in which an officer is required by the department to drive, outside ordinary hours of duty, a departmental vehicle or to drive the Officer's own motor vehicle involving the payment of mileage allowance, but such time shall be deemed to be overtime and paid in accordance with clause 23, *Overtime and Leave in Lieu for Employees*, of the General Agreement. Passengers however are entitled to the provisions of this clause.
 - (vii) time spent in travelling to and from the place at which overtime or emergency duty is performed when that travelling time is already included within actual duty time for the payment of overtime.
- (c) Time off in lieu will not be granted for periods of less than thirty (30) minutes.
- (d) Where such travel is undertaken on a normal working day, time off in lieu is granted only for such time spent in travelling before and/or after the usual hours of duty that is in excess of the Officer's ordinary travelling time.
- (e) Where the urgent need to travel compels an Officer to travel during the Officer's usual lunch interval, such additional travelling time is not to be taken into account in computing the number of hours of travelling time due.
- (f) In the case of an Officer absent from usual headquarters not involving an overnight stay, the time spent by the Officer, outside the prescribed hours of duty, in waiting between the time of

arrival at the place of duty and the time of commencing duty, and between the time of ceasing duty and the time of departure by the first available transport shall be deemed to be excess travelling time.

- (g) In the case of an Officer absent from usual headquarters that does involve an overnight stay, the time spent by the Officer, outside the prescribed hours of duty, in waiting between the time of ceasing duty on the last day and the time of departure by the first available transport shall be deemed to be excess travelling time.

25. COMMITTEE TRAVEL TIME FOR HANSARD REPORTERS

25.1. Hansard Reporters who are required to travel away from their normal place of work to report a parliamentary committee or sitting of either House shall be entitled to Time for Time on a one for one basis.

- (a) Hansard Reporters are entitled to Time for Time for the time spent travelling in excess of their ordinary hours for that day;
- (b) Time for time will not accrue when the Hansard Reporter is not travelling;
- (c) Where travel is undertaken during ordinary hours the Hansard Reporter will not accrue Time for Time;
- (d) Where travel occurs on either a weekend or a public holiday the Hansard Reporter will be entitled to Time for Time for all time spent in travelling.

26. EVENING MEAL BREAK

26.1. Evening Meal Break

- (a) Sessional Officers required to work between 5.30pm and 7.30pm shall be entitled to an unpaid meal break of not less than sixty (60) minutes.
- (b) The Sessional Officer and the Employer may agree to any period of less than sixty (60) minutes but not less than thirty (30) minutes.
- (c) Notwithstanding paragraph (a) of this subclause, the Employer shall determine the time when the Sessional Officer takes their evening meal break.

PART 5: LEAVE

27. LEAVE ENTITLEMENTS

27.1. This clause shall be read in conjunction with clause 27, Annual Leave; clause 28, Long Service Leave; and clause 30, Carer's Leave, of the Award.

27.2. Annual Leave

- (a) Each Employee accrues four (4) weeks' paid annual leave for each twelve (12) months of completed service from the commencement of employment. Annual leave accrues pro rata on a weekly basis.
- (b) Accrued annual leave and the additional two (2) weeks' paid leave, as detailed in subclause 27.3 of this clause, unless otherwise approved by the Employer, must not exceed one (1) annual accrual in total as at 1 September each year.

27.3. Additional Leave for Certain Employees

- (a) Sessional Officers who are required to work up to eight and a half (8.5) ordinary hours on a sitting day are entitled to two (2) weeks' additional paid leave in recognition of the longer hours worked on sitting days.

- (b) Roster PSSEs shall be entitled to two (2) weeks' additional paid leave in recognition of longer ordinary hours worked on sitting days and parliamentary functions.

27.4. Long Service Leave

Each Employee who has completed:

- (a) A period of seven (7) years of continuous service in a permanent capacity; or
- (b) Ten (10) years of continuous service in a temporary capacity,

shall be entitled to thirteen (13) weeks of long service leave on full pay.

27.5. Pro Rata Long Service Leave

- (a) When an Employee's service is terminated for reasons other than misconduct, and the Employee has accrued at least three (3) years' continuous service since their last entitlement to long service, the Employee will be entitled to receive payment for the pro rata portion of the Employee's accrued long service leave.
- (b) When an Employee aged fifty-five (55) years or over retires, the Employee will be paid pro rata accrued long service leave without the requirement to satisfy the provisions of paragraph (a) of this subclause.

27.6. Access to Accrued Long Service Leave Entitlement

An employee may by agreement with their Employer clear any accrued entitlement to long service leave in minimum periods of one (1) day.

27.7. Cash Out of Accrued Long Service Leave Entitlement

- (a) An employee may by agreement with their Employer cash out any portion of an accrued entitlement to long service leave, provided the Employee proceeds on a minimum of ten (10) days' annual leave in that calendar year.
- (b) Where an employee cashes out any portion of an accrued entitlement to long service leave in accordance with this subclause, the entitlement accessed is excised for the purpose of continuous service.

27.8. Long Service Leave on Double Pay or Half Pay

- (a) An employee may by agreement with their Employer access any portion of an accrued entitlement to long service leave on double pay for half the period accrued. In these circumstances the leave actually taken is fifty per cent (50%) of the accrued entitlement accessed.
- (b) An employee may by agreement with their Employer access any portion of an accrued entitlement to long service leave on half pay for double the period accrued. In these circumstances the leave actually taken is double the accrued entitlement accessed.
- (c) Where an employee proceeds on long service leave on double pay or half pay in accordance with this subclause, the entitlement accessed is excised for the purpose of continuous service.

27.9. Early Access to Pro Rata Long Service Leave

- (a) For the purposes of this clause, 'Employee' includes full time, part time, permanent and fixed term contract Employees.
- (b) Subject to subclause (d), Employees within seven years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with their employer, choose early access to their long service leave at the rate of 9.28 days per completed twelve (12) month period of continuous service for full time Employees.
- (c) Part time Employees have the same entitlement as full time Employees, with their entitlement calculated on a pro rata basis according to any variations to their ordinary working hours during the accrual period.

- (d) Early access to pro rata long service leave does not include access to long service leave to which the Employee has become entitled, or accumulated prior to being within seven (7) years of their preservation age.
- (e) Under this clause, long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.
- (f) An employee may, by agreement with their employer, clear long service leave in minimum periods of one day.
- (g) Where an employee accesses pro rata long service leave early, any period of leave taken will be excised for the purpose of continuous service.

28. EMPLOYEE INITIATED CASH OUT OF ACCRUED ANNUAL LEAVE

- 28.1. The parties agree on the importance of Employees taking annual leave for the purposes of rest and recreation.
- 28.2. This clause, however, recognises that notwithstanding the importance of leave referred to in clause 28.1 some Employees may have excess and overdue annual leave. This clause at the initiative of the Employee provides for Employees to receive payment in lieu of some of their unutilised accrued annual leave.
- 28.3. Subject to clause 28.4:
- (a) The Employer and Employee may agree that the Employee forego part of the Employee's entitlement to accrued annual leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made.
 - (b) The payment does not include annual leave loading as this is paid in accordance with clause 30, *Annual Leave Loading* of this General Agreement.
- 28.4. The following criteria shall apply to the cashing out of accrued annual leave:
- (a) The employee initiates a written request, to their employer, to cash out accrued annual leave; and
 - (b) The employer agrees in writing to the request by the employee; and
 - (c) There is an annual leave entitlement that has accrued in previous years; and
 - (d) No more than 50% of the employee's total accrued annual leave entitlement can be cashed out; and
 - (e) The remaining entitlements are not less than two weeks accrued annual leave; and
 - (f) Each instance of cashing out of annual leave must be a separate written agreement between the employer and employee; and
 - (g) Annual leave accruing in the year the request for cashing out is made cannot be cashed out in that year.
- 28.5. It is the employee's responsibility to seek information on any taxation implications arising from the payout of annual leave.

29. PUBLIC SERVICE HOLIDAYS

- 29.1. This clause shall be read in conjunction with *clause 26, Public Holidays*, of the Award.
- 29.2. The two days in lieu of the repealed public service holidays as provided for in the Premier's Circular 2003/01 apply to Employees covered by this General Agreement where they would normally be expected to work these days.
- 29.3. Days in lieu of the repealed public service holidays accrue on the date of the relevant repealed public service holiday. They may be taken subsequent to the date of accrual of the repealed public service holiday. The days in lieu do not accumulate and have to be taken in the calendar year that they

accrue. Days in lieu that have accrued but have not been taken are not paid out on termination of employment.

30. ANNUAL LEAVE LOADING

- 30.1. Employees shall be paid an annual leave loading of seventeen and a half per cent (17.5%) of the Employee's salary or wages for the period of annual leave entitlement in one lump sum in the first pay period in December in each year.
- 30.2. Annual leave loading will be paid on a maximum of four (4) weeks' annual leave per annum.
- 30.3. An Employee's salary or wages for the purposes of this clause includes allowances or other payments that the Employee would normally receive whilst on annual leave.

31. PERSONAL LEAVE

Introduction

- 31.1. The provisions of this clause replace *Clause 29 – Sick Leave* of the Award.
- 31.2. The intention of personal leave is to give Employees and Employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick, paid carer's leave and short leave.
- 31.3. This clause commenced on 30 July 2004. An Employee's pre-existing sick leave anniversary date is maintained for the purposes of the personal leave entitlement.
- 31.4. Personal leave is not for circumstances normally met by other forms of leave.
- 31.5. This clause does not apply to casual Employees.
- 31.6. An Employee employed on a fixed term contract for a period of twelve (12) months or more shall be credited with the same entitlement as a permanent Employee. An Employee on a fixed term contract for a period less than twelve (12) months shall be credited on a pro rata basis for the period of the contract.
- 31.7. A part time Employee shall be entitled to the same personal leave credits as a full time Employee but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave shall only be made for those hours that would normally have been worked had the Employee not been on personal leave.

Entitlement

- 31.8. The Employer shall credit each permanent, full time Employee with 112.5 hours personal leave credits for each year of continuous service of which 97.5 hours are cumulative and 15 hours are non-cumulative as follows.

| | Personal Leave: Cumulative | Personal Leave: Non-cumulative |
|----------------------------------------------------|-----------------------------------|---------------------------------------|
| On the day of initial appointment | 48.75 hours | 15 hours |
| On completion of 6 months' continuous service | 48.75 hours | 0 hours |
| On the completion of 12 months' continuous service | 97.5 hours | 15 hours |

| | | |
|---------------------------------------------------------------------------|------------|----------|
| On the completion of each further period of 12 months' continuous service | 97.5 hours | 15 hours |
|---------------------------------------------------------------------------|------------|----------|

- 31.9. Where Employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.
- 31.10. In the year of accrual the 112.5 hours personal leave entitlement may be accessed for illness or injury, carer's leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each year of accrual, unused personal leave from that year up to a maximum of 97.5 hours will be cumulative and added to personal leave accumulated from previous years. Unused non-cumulative leave will be lost on completion of each anniversary year.
- 31.11. Whilst Employees are able to access personal leave in accordance with subclause 31.22 of this clause, to ensure compliance with the *Minimum Conditions of Employment Act 1993* a minimum of 75 hours must be available to Employees for the purposes of an Employee's entitlement to paid leave for illness or injury, or carer's leave.
- 31.12. Personal leave will not be debited for public holidays that the Employee would have observed.
- 31.13. Personal leave may be taken on an hourly basis.

Variation of Ordinary Working Hours

- 31.14. When an Employee's ordinary working hours change during an anniversary year, personal leave credits are adjusted to reflect the pro rata portion for that anniversary year.
- 31.15. At the time ordinary working hours change, personal leave credits are adjusted to reflect ordinary working hours up to that point in time as a proportion of the total ordinary working hours for the anniversary year.
- 31.16. Personal leave is credited pro rata on a weekly basis from the time ordinary working hours change until the next anniversary date such that total hours credited for that anniversary year is on a pro rata basis according to the number of ordinary working hours for the period.

Reconciliation

- 31.17. At the completion of an anniversary year, where an Employee has taken personal leave in excess of their current and accrued entitlement, the unearned leave must be debited at the commencement of the following anniversary year(s).
- 31.18. The requirements of the *Minimum Conditions of Employment Act 1993* must be met at the commencement of the following anniversary year. The remaining portion of debited personal leave that exceeds the leave credited is to be debited at the commencement of the subsequent and where necessary following anniversary year(s).
- 31.19. Where an Employee ceases duty and has taken personal leave that exceeds the leave credited for that anniversary year, the Employee must refund the value of the unearned leave, calculated at the rate of salary as at the date the leave was taken. No refund is required in the event of the death of the Employee.

Access

- 31.20. An Employee is unable to access personal leave while on any period of leave without pay; annual or long service leave, except as provided for in clauses 31.32 and 31.33 (re-crediting leave); or maternity, adoption or other parent leave.
- 31.21. If an Employee has exhausted all accrued personal leave the employer may allow the Employee who has at least twelve (12) months service to anticipate up to 37.5 hours personal leave from next year's credit. If the Employee ceases duty before accruing the leave, the value of the unearned portion must

be refunded to the Employer, calculated at the wage rate as at the date the leave was taken, but no refund is required in the event of the death of the Employee.

- 31.22. In exceptional circumstances the Employer may approve the conversion of an Employee's personal leave credits to half pay to cover an absence on personal leave due to illness.

Application for Personal Leave

- 31.23. Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to clause 31.8, the Employer may grant personal leave in the following circumstances:

- (a) Where the Employee is ill or injured;
- (b) To provide care or support to a member of the Employee's family or household who requires care or support because of an illness or injury to the member; or an unexpected emergency affecting the member;
- (c) For unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention;
- (d) By prior approval of the Employer having regard for the department's requirements and the needs of the Employee, planned matters where arrangements can not be organised outside of normal working hours or be accommodated by the utilisation of flexitime credits by Employees working according to approved flexible working hours arrangements or other leave. Planned personal leave will not be approved for regular ongoing situations.

- 31.24. An Employer may grant two (2) days unpaid personal leave per occasion to an Employee (including casual Employees) to provide care and support to a member of the Employee's family or household due to the birth of a child to the member. This entitlement does not of itself limit an Employee's access to paid personal leave as provided by clause 31.22 or partner leave as provided for by clause 37, – *Partner Leave* of this General Agreement. This leave may also be substituted with accrued annual leave, long service leave, time off in lieu of overtime, flexi leave and/or banked hours to which the Employee is entitled.

- 31.25. Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.

- 31.26. The definition of "family" shall be the definition for "relative" contained in the *Equal Opportunity Act 1984*. That is, a person who is related to the Employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the Employee.

- 31.27. Where practicable, the Employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work shall be provided.

Evidence

- 31.28. An application for personal leave exceeding two (2) consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.

- 31.29. In general, supporting evidence is not required for single or two (2) consecutive day absences. Where the Employer has good reason to believe that the absence may not be reasonable or legitimate, the employer may request evidence be provided. The Employer must provide the Employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.

- 31.30. Personal leave will not be granted where an Employee is absent from duty because of personal illness attributable to the Employee's serious and wilful misconduct in the course of the Employee's employment.

- 31.31. If the Employer has reason to believe that an Employee is in such a state of health as to render a danger to themselves, fellow Employees or the public, the Employee may be required to obtain and

furnish a report as to the Employee's condition from a registered medical practitioner nominated by the employer. The employer shall pay the fee for any such examination.

Re-crediting Annual Leave

- 31.32. Where an Employee is ill or injured during the period of annual leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that as a result of the illness or injury the Employee was confined to their place of residence or a hospital for a period of at least seven (7) consecutive calendar days, the Employer may grant personal leave for the period during which the Employee was so confined and reinstate annual leave equivalent to the period of confinement.

Re-crediting Long Service Leave

- 31.33. Where an Employee is ill or injured during the period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that as a result of illness or injury the Employee was confined to their place of residence or a hospital for a period of at least fourteen (14) consecutive calendar days, the Employer may grant personal leave for the period during which the Employee was so confined and reinstate long service leave equivalent to the period of confinement.

Personal Leave Without Pay Whilst Ill or Injured

- 31.34. Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The Employer shall not unreasonably withhold this leave.
- 31.35. Personal leave without pay not exceeding a period of three (3) months in a continuous absence does not affect wages increment dates, anniversary date of sick leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three (3) months in a continuous absence, the period in excess of three (3) months is excised from qualifying service.
- 31.36. Personal leave without pay is not available to Employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in clause 31.23 (b), (c) and (d). However, other forms of leave including unpaid carer's leave and leave without pay may be available.

Other Conditions

- 31.37. Where an Employee who has been retired from a department of the Parliament on medical grounds resumes duty therein, personal leave credits at the date of retirement shall be reinstated.
- 31.38. Unused personal leave will not be cashed out or paid out when an Employee ceases their employment.

Worker's Compensation

- 31.39. Where an Employee suffers a disability within the meaning of section 5 of the *Workers Compensation and Injury Management Act 1981* which necessitates that Employee being absent from duty, personal leave with pay shall be granted to the extent of personal leave credits. In accordance with section 80(2) of the *Workers Compensation and Injury Management Act 1981* where the claim for worker's compensation is decided in favour of the Employee, personal leave credit is to be reinstated and the period of absence shall be granted as leave without pay.

32. PURCHASED LEAVE – 42/52 ARRANGEMENT

- 32.1. The Employer and the Employee may agree to enter into an arrangement whereby the Employee can purchase up to ten (10) weeks additional leave.

- 32.2. The Employer will assess each application for a 42/52 salary arrangement on its merits and give consideration to the personal circumstances of the Employee seeking the arrangement.
- 32.3. Where an Employee is applying for purchased leave of between five (5) and ten (10) weeks, the Employer will give priority access to those Employees with caring responsibilities.
- 32.4. Access to this entitlement will be subject to:
- (a) The Employee having satisfied the Parliament's leave management policy;
 - (b) The requirement for an Employee who has purchased nine (9) week's leave to take one (1) weeks annual leave; or
 - (c) The requirement for an Employee who has purchased ten (10) week's leave to take two (2) weeks annual leave, before accessing their purchased leave.
- 32.5. Notwithstanding clause 32.4(b) and (c) the Employer may allow an Employee to access purchased leave before they have accessed one or two week's annual leave, whichever applies, where the Employee requests it. Any such request may only be refused by the Employer if there are reasonable grounds to do so.
- 32.6. The provisions of clause 32.4(b) and (c) do not apply to an Employee who purchases less than nine (9) weeks' leave.
- 32.7. An agreement to take a reduced salary spread over the 52 weeks of the year will yield the following amounts of purchased leave.

| Number of weeks' salary spread over 52 weeks | Number of weeks' purchased leave |
|----------------------------------------------|----------------------------------|
| 42 | 10 |
| 43 | 9 |
| 44 | 8 |
| 45 | 7 |
| 46 | 6 |
| 47 | 5 |
| 48 | 4 |
| 49 | 3 |
| 50 | 2 |
| 51 | 1 |

- 32.8. Purchased leave is not able to be accrued. The Employee is entitled to pay in lieu of any purchased leave not taken. In the event that the Employee is unable to take such purchased leave, their salary will be adjusted on the last pay period in January to take account of the fact that time worked during the year was not included in their salary.
- (a) Where an Employee who is in receipt of an allowance provided for in clause 53, *Higher Duties* proceeds on any period of purchased leave, the Employee shall not be entitled to receive payment of the allowance for any period of purchased leave.
 - (b) Other than when an Employee is on a period of purchased leave, the higher duties allowance component of an Employee's salary shall not be affected by an agreement to reduce the Employee's salary for purchased leave purposes.
- 32.9. In the event that a part time Employee's ordinary working hours are varied during the year, the salary paid for such leave will be adjusted on the last pay in January to take account of any variations to the Employee's ordinary working hours during the previous year.
- 32.10. Overtime is paid at the ordinary rate of salary and not the reduced rate. This will also apply where overtime is referred to as a percentage of salary.
- 32.11. Untaken purchased leave will be paid out at the rate at which it was purchased.

33. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 33.1. In recognition that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work the Employer has agreed to the leave which is the subject to this clause. The Employer is committed to providing support to Employees that experience family and domestic violence.
- 33.2. An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family and domestic violence.
- 33.3. The Employer does not tolerate Employees perpetrating family and domestic violence in or from the workplace. Employees must not use work facilities to perpetrate family and domestic violence. Any such conduct is a breach of employment obligations and any Employees who do so will face disciplinary action.

Definition of Family and Domestic Violence

- 33.4.
- (a) The meaning of family and domestic violence is in accordance with the definition of ‘family violence’ in the *Restraining Orders Act 1997* (Section 5A).
 - (b) To avoid doubt, this definition includes behaviour that:
 - (i) is physically or sexually abusive; or
 - (ii) is emotionally or psychologically abusive; or
 - (iii) is economically abusive; or
 - (iv) is threatening; or
 - (v) is coercive; or
 - (vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
 - (vii) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

Access to Family and Domestic Violence Leave

- 33.5. In accordance with the following subclauses, an Employee, including a casual Employee, may make application for leave to deal with activities related to family and domestic violence. The Employer will assess each application and give consideration to the personal circumstances of the Employee seeking the leave.
- 33.6. Such activities related to family and domestic violence may include attendance at medical appointments; legal proceedings; counselling; appointments with a medical or legal practitioner; relocation or making other safety arrangements; and other matters of a compassionate or pressing nature related to the family and domestic violence which arise without notice and require immediate attention.
- 33.7. Subject to clauses 33.5 and 33.6, an Employee experiencing family and domestic violence will have access to 10 non-cumulative days per year of paid family and domestic violence leave, in addition to their existing leave entitlements.
- 33.8. Upon exhaustion of the leave entitlement in clause 33.7, Employees will be entitled to up to two days’ unpaid family and domestic violence leave on each occasion.
- 33.9. Family and domestic violence leave does not affect salary increment dates, personal leave entitlements, long service leave entitlements or annual leave entitlements.
- 33.10. Subject to the Employer’s approval of the application, family and domestic violence leave may be taken as whole or part days off.
- 33.11. Application of the leave entitlement for casual Employees will apply to the extent of their agreed working arrangements.

Notice and Evidentiary Requirements

- 33.12. The Employee shall give his or her Employer notice as soon as reasonably practicable of their request to take leave under this clause.
- 33.13. Supporting evidence of family and domestic violence may be required to access paid leave entitlements however this should not be onerous on the Employee. Leave can be granted without supporting documentation when the manager/supervisor is satisfied that it is not required.
- 33.14. Evidence may include a document issued by the police, a court, a legal service, a health professional, a counsellor, a financial institution, a family and domestic violence support service or a refuge service. A statutory declaration may also be provided.
- 33.15. Such evidence will be dealt with in accordance with the confidentiality provisions in this clause. Only the Employee will retain a copy of the evidence and information will not be kept on an Employee's personnel file, unless otherwise agreed.

Access to Other Forms of Leave

- 33.16. Subject to the leave provisions of this General Agreement and Applicable Award, an Employee experiencing family and domestic violence may use other leave entitlements.
- 33.17. Subject to the Employer's approval of the application, and sufficient leave credits being available, leave may be taken as whole or part days off.
- 33.18. Forms of other paid leave include:
- (a) personal leave entitlements; and/or
 - (b) annual leave; and/or
 - (c) accrued long service leave; and/or
 - (d) purchased leave; and/or
 - (e) accrued time off in lieu of overtime or flexi leave.
- 33.19. Approval of leave without pay is subject to the provisions of this General Agreement and Applicable Award.

Confidentiality

- 33.20. The Employer will take all reasonable steps to ensure any information disclosed by Employees regarding family and domestic violence is kept strictly confidential. Disclosure will be on a need-to-know basis and only to maintain safety. Where possible, disclosure will only occur with the express consent of the Employee.
- 33.21. Employers will take all reasonable steps to ensure any information or documentation provided by an Employee regarding family and domestic violence is kept confidential. Generally speaking, only the Employee will retain a copy of evidence for accessing family and domestic violence leave and information will not be kept on an Employee's personnel file.
- 33.22. Subsequent disclosure within an organisation should be on a need-to-know basis, for example if there is a potential for workplace safety to be impacted and generally with the consent of the Employee.
- 33.23. This clause does not override any legal obligations to disclose information.

Contact Person

- 33.24. The Employer will identify contact/s within the workplace who will be trained in family and domestic violence and associated privacy issues. The Employer will advertise the name of any family and domestic violence contacts within the workplace.

Individual Support

- 33.25. Where there is a risk to the personal health and safety of an Employee who is experiencing or has experienced family and domestic violence, the Employer, where appropriate, may:
- (a) Facilitate flexible working arrangements, such as changes to hours/days worked, working different days or length of days, changed shift/rostering arrangements, in accordance with the provisions of this General Agreement and Applicable Award; and/or
 - (b) Make workplace modifications including changes to the Employee's telephone number and email address and, where appropriate/practicable, the Employee's work location.

Workplace Safety

- 33.26. Where an Employee raises issues of family and domestic violence the Employer should establish with the Employee the level of risk and seek advice from human resources to review and implement specific safety and emergency management systems and plans.
- 33.27. With the exception of access to the Employer's employee assistance program which is available to all Employees, the provisions of this clause are only applicable to Employees who are victims of family and domestic violence.

34. MATERNITY LEAVE

- 34.1. This clause replaces the parental leave provisions contained in clause 32 – *Parental Leave* of the Award.

34.2. Eligibility

- (a)
 - (i) A pregnant permanent Employee, fixed term contract Employee or eligible casual employee is entitled to unpaid maternity leave on the birth of a child.
 - (ii) The period of leave for a fixed term contract Employee shall not extend beyond the term of that contract.
 - (iii) An Employee is eligible, without concluding their maternity leave and resuming duty, for subsequent periods of maternity leave, including paid maternity leave, in accordance with the provisions of this clause.
- (b) A pregnant permanent or fixed term Employee must have completed twelve (12) months' continuous service with a department of the Parliament immediately preceding the maternity leave in order to receive the forms of paid leave as provided for by this clause.
- (c) An Employee on a period of leave without pay unrelated to maternity leave, adoption leave or other parent leave must resume duties prior to being entitled to paid maternity leave in accordance with the eligibility requirements.

34.3.

- (a) A pregnant eligible casual employee is entitled to unpaid maternity leave only.
- (b) For the purposes of this clause an "eligible casual employee" means a casual Employee employed by the Employer:
 - (i) on a regular and systematic basis for several periods of employment with a break of no more than three months between each period of employment and where the combined length of the periods of employment are at least twelve (12) months and the breaks of employment were the result of the Employer's initiative; or
 - (ii) on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve (12) months; and, but for the birth or adoption of a child, the Employee has a reasonable expectation of continuing engagement on a regular and systematic basis.

- (c) Service performed by an eligible casual employee shall count as service for the purposes of determining twelve (12) months' continuous service as per clauses 34.2 and 34.3 where:
 - (i) the eligible casual employee has become a permanent or fixed term contract Employee with the same Employer; and
 - (ii) the break between the period of eligible casual employment and permanent or fixed term contract employment is no more than three (3) months.

34.4. Notice Requirements

- (a) An eligible Employee shall give at least eight (8) weeks' written notice of:
 - (i) their intention to proceed on paid or unpaid maternity leave;
 - (ii) the date the Employee proposes to commence paid or unpaid maternity leave; and
 - (iii) the period of leave to be taken.
- (b) An Employee who has given their Employer notice of their intention to take maternity leave shall provide the Employer with a medical certificate from a registered medical practitioner naming the Employee, confirming the pregnancy and the estimated date of birth.
- (c) An Employee is not in breach of clause 34.4 (a) by failing to give the required period of notice if such failure is due to the birth of the child taking place prior to the date the Employee had intended to proceed on maternity leave.
- (d) An Employee proceeding on maternity leave may elect to take a shorter period of maternity leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four (4) weeks' written notice is provided.

34.5. General Entitlement to Maternity Leave

- (a) Subject to the requirements of this clause an eligible Employee is entitled to fifty-two (52) weeks' unpaid maternity leave.
- (b)
 - (i) Subject to the requirements of this clause an eligible Employee is entitled to fourteen (14) weeks' paid maternity leave that will form part of the fifty-two (52) week unpaid entitlement;
 - (ii) the fourteen (14) week period of paid maternity leave is inclusive of any public holidays or repealed public service days in lieu falling within that time;
 - (iii) the period of paid maternity leave can be extended by the Employee taking double the leave on a half-pay basis and its effect is in accordance with clause 34.16.
- (c) An Employee must take maternity leave in one continuous period with the exception of:
 - (i) special temporary employment pursuant to clause 34.14 *Employment During Unpaid Maternity Leave*; and
 - (ii) clause 34.9 *Unpaid Special Maternity Leave*.
- (d) Except for leave provided under clause 36.3 (f) and clause 37 - *Partner Leave* of this General Agreement, only one parent can proceed on maternity, adoption or other parent leave at any one time.
- (e) Where less than the fifty-two (52) weeks' maternity leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (f)
 - (i) Notwithstanding clause 34.5 (c) above, paid maternity leave may be taken in more than one period by an Employee who meets the requirements of clause 34.6 (d).

- (ii) Unpaid maternity leave may be taken in more than one continuous period where the Employee undertakes special temporary employment in accordance with clause 34.14 – *Employment during Unpaid Maternity Leave*. In these circumstances, the provisions of clause 34.14 – *Employment during Unpaid Maternity Leave* shall apply.

(g)

- (i) Where both parents are employed by a department of the Parliament an entitlement to paid or unpaid maternity, adoption or other parent leave can be shared; and
- (ii) the entitlement provided to the Employees shall not exceed the paid maternity, adoption or other parent leave quantum for one Employee or its half pay equivalent; and
- (iii) the Employees may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under clause 34.6 (d). This does not prevent an Employee from taking paid or unpaid partner leave as prescribed by clause 37 - *Partner Leave* of this General Agreement.

34.6. **Payment for Paid Maternity Leave**

(a)

- (i) Subject to clause 34.6 (c) a full time Employee proceeding on paid maternity leave is to be paid according to their ordinary working hours at the time of commencement of maternity leave. Shift and weekend penalty payments are not payable during paid maternity leave.
- (ii) Subject to clause 34.6 (c) payment for a part time Employee is to be determined according to an average of the hours worked by the Employee over the preceding twelve (12) months; or their ordinary working hours at the time of commencement of maternity leave, exclusive of shift and weekend penalties, whichever is greater.

- (b) An Employee may elect to receive pay in advance for the period of paid maternity leave at the time the maternity leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid maternity leave.

(c)

- (i) An Employee in receipt of a higher duties allowance for a continuous period of twelve (12) months immediately prior to commencing paid maternity leave is to continue to receive the higher duties allowance for the first four (4) weeks of paid maternity leave.
- (ii) An Employee who is entitled to be paid higher duties allowance in accordance with clause 34.6 (c) (i) and elects to take paid maternity leave at half pay will be paid the higher duties allowance at the full rate for the first four (4) weeks only.

- (d) An Employee is entitled to remain on paid maternity leave if the pregnancy results in other than a live child; or the Employee is incapacitated following the birth of the child; or the child dies or is hospitalised such that the Employee or the Employee's Partner is not providing principal care to the child.

- (e) Where an Employee is on a period of half pay maternity leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused paid maternity leave equivalent to the period of leave the Employee would have accessed had they been on full pay maternity leave when their termination occurred.

- (f) An Employee eligible for a subsequent period of paid maternity leave as provided for under clause 34.2 (a) (iii) shall be paid the maternity leave as follows:

- (i) according to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid maternity leave; and
- (ii) not affected by any period of special temporary employment undertaken in accordance with clause 34.14.

34.7. Commencement of Maternity Leave

- (a) The period of paid leave can commence up to six (6) weeks prior to the expected date of birth of the child.
- (b) The period of unpaid leave can commence up to six (6) weeks prior to the expected date of birth of the child or earlier if the Employer and Employee so agree, but must not start later than the birth of the child.
- (c)
 - (i) If the Employer has reason to believe that the continued performance of duties by a pregnant Employee renders danger to herself, fellow Employees or the public, the Employee may be required to obtain and provide a medical certificate stating that the Employee is fit to work in her present position for a stated period.
 - (ii) The Employer shall pay the fee for any such examination.
 - (iii) Where an Employee is deemed to be unfit to work in her present position, the provisions of clause 34.8 - *Modification of Duties and Transfer to a Safe Job* may apply.
- (d)
 - (i) Where the pregnancy of an Employee terminates other than by the birth of a living child, not earlier than twenty (20) weeks before the expected date of the birth, the entitlement to paid maternity leave remains intact and subject to the eligibility requirements of this clause.
 - (ii) Such paid maternity leave cannot be taken concurrently with any paid personal leave taken in this circumstance.
- (e) The period of paid maternity leave must be concluded within twelve (12) months of the birth of the child.
- (f)
 - (i) The Employer may, in exceptional circumstances, allow an Employee to take paid maternity leave that will result in the Employee being on paid maternity leave more than twelve (12) months after the birth of the child.
 - (ii) An Employer may require evidence that would satisfy a reasonable person that the circumstances warrant allowing the Employee to take their period of paid maternity leave such that it would result in the Employee being on paid maternity leave more than twelve (12) months after the birth of the child.

34.8. Modification of Duties and Transfer to a Safe Job

- (a)
 - (i) A pregnant Employee may work part time in one or more periods whilst she is pregnant where she provides her Employer with a medical certificate from a medical practitioner advising that part time employment is, because of her pregnancy, necessary or preferable.
 - (ii) The terms of part time employment undertaken in accordance with clause 34.8 (a) (i) shall be in writing.
 - (iii) Such employment shall be in accordance with clause 15 – *Part-Time Employment* of this General Agreement.
- (b) In the absence of an alternative requirement, and unless otherwise agreed between an Employer and Employee, an Employee shall provide the Employer with four (4) weeks' written notice of an intention to:
 - (i) vary part time work arrangements made under clause 34.8 (a); or
 - (ii) revert to full time employment during the Employee's pregnancy.

- (c) An Employee reverting to full time employment in accordance with clause 34.8 (b) (ii) will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Employee's skill and abilities as the substantive position held immediately prior to undertaking part time employment.
- (d) If an Employee gives her Employer a medical certificate from a medical practitioner, or some other form of evidence that would satisfy a reasonable person, and it contains a statement to the effect that the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
 - (i) illness, or risks, arising out of her pregnancy; or
 - (ii) hazards connected with that position;
 then the Employer must modify the duties of the position or alternatively transfer the Employee to a safe job at the same classification level for the period during which she is unable to continue in her present position.
- (e) If the Employer does not think it to be reasonably practicable to modify the duties of the position or transfer the Employee to a safe job;
 - (i) the Employee is entitled to be absent from the workplace on full pay for the period during which she is unable to continue in her present position.
 - (ii) An entitlement to be absent from the workplace on full pay as at clause 34.8 (e) (i) applies to an eligible casual employee.
 - (iii) An Employee who is absent from work pursuant to this subclause shall be paid the amount she would reasonably have expected to be paid if she had worked during that period.
- (f) An entitlement to be absent from the workplace on full pay is in addition to any leave entitlement the Employee has.
- (g) An entitlement to be absent from the workplace on full pay ends at the earliest of whichever of the following times is applicable:
 - (i) the end of the period stated in the medical certificate;
 - (ii) if the Employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; or
 - (iii) if the Employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

34.9. Unpaid Special Maternity Leave

- (a) A pregnant Employee is entitled to a period of unpaid special maternity leave if the Employee is not fit for work during that period because the Employee:
 - (i) has a pregnancy related illness; or
 - (ii) has been pregnant and the pregnancy ends within twenty-eight (28) weeks of the expected date of birth of the child otherwise than by a living child; and
 - (iii) has not utilised personal leave for the period.
- (b) An Employee must give the Employer notice of the taking of unpaid special maternity leave.
- (c) The notice must:
 - (i) be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) advise the Employer of the period, or expected period, of the leave.
- (d) An Employee who has given notice of the taking of unpaid special maternity leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in 34.9 (a).

- (e) Without limiting 34.9 (d), an Employer may require the evidence referred to in that subsection to be a medical certificate.
- (f) An Employee's entitlement to twelve (12) months of unpaid maternity leave provided at 34.5 is not reduced by the amount of any unpaid special maternity leave taken by the Employee while the Employee was pregnant.

34.10. Interaction with Other Leave Entitlements

- (a) An Employee proceeding on unpaid maternity leave may elect to substitute any part of that leave with accrued annual and/or accrued long service leave.
- (b) Where annual and/or long service leave is substituted that leave shall form part of the fifty-two (52) weeks' maternity leave entitlement.
- (c) An Employee proceeding on unpaid maternity leave may elect to substitute all or part of that leave with accrued time off in lieu of overtime or flexi leave to which the Employee is entitled subject to the provisions of clause 22 – Flexitime; clause 23 – *Overtime* and Leave in Lieu for Employees; clause 24 - *Time in Lieu While travelling on Official Business – Level 6 Officers and Below*; and Clause 25 - *Committee Travel Time for Hansard Reporters* of this General Agreement, where applicable.
- (d) Personal leave is not payable on a period of paid or unpaid maternity leave.

34.11. Extended Unpaid Maternity Leave

- (a) An Employee is entitled to apply for leave without pay following maternity leave (“extended unpaid maternity leave”) to extend their leave by up to two (2) years.
- (b) Approval for an extension to unpaid maternity leave will be subject to all other available leave entitlements being exhausted.
- (c) Where both parents work for a department of the Parliament the total combined period of extended unpaid maternity, adoption or other parent leave shall not exceed two (2) years.
- (d) The Employer is to agree to a request for extended unpaid maternity leave unless:
 - (i) the Employer is not satisfied that the request is genuinely based on the Employee’s parental responsibilities; or
 - (ii) agreeing to the request would have an adverse impact on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.
- (e) The Employer is to give the Employee written notice of the Employer’s decision on a request for extended unpaid maternity leave under clause 34.11 (a). If the request is refused, the notice is to set out the reasons for the refusal.
- (f) An Employee who believes their request for extended unpaid maternity leave under clause 34.11 has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.

34.12. Communication during Maternity Leave

- (a) If the Employer makes a decision that will have a significant effect on the status, responsibility level, pay or location of an Employee’s position whilst on maternity leave, the Employer must take all reasonable steps to give the Employee information about, and an opportunity to discuss, the effect of the decision on that position.
- (b) An Employee shall also notify the Employer of changes of address or other contact details that might affect the Employer’s capacity to comply with clause 34.12 (a).

34.13. Replacement Employee

- (a) Should a Replacement employee be engaged, the Replacement employee is to be informed prior to engagement of the fixed-term nature of the employment and of the rights of the Employee, who is being replaced, including that the engagement may be subject to variation

according to clause 34.4 (d) and ability to extend unpaid maternity leave as provided for under clause 34.11.

34.14. Employment during Unpaid Maternity Leave

(a) Special Temporary Employment

- (i) For the purposes of this subclause, “temporary” means employment of an intermittent nature; for a limited, specified period; and undertaken during unpaid maternity leave or extended unpaid maternity leave.
- (ii) Notwithstanding any other provision of the maternity leave clause, an Employee may be employed by their Employer on a temporary basis provided that:
 - (aa) both parties agree in writing to the special temporary employment;
 - (bb) Employees are only employed on a temporary basis in connection with their substantive office or position;
 - (cc) any such period of service shall not change the Employee’s employment status in regard to their substantive employment; and
 - (dd) any period of special temporary employment shall count as qualifying service for all purposes under the Applicable Award and this General Agreement.
- (b) The provisions of this clause only apply to employment during unpaid maternity leave, and extended unpaid maternity leave taken in conjunction with maternity leave as provided for in clause 34.11– *Extended Unpaid Maternity Leave*.
- (c) The Employer cannot engage an Employee in special temporary employment whilst the Employee is on a period of paid maternity leave, annual leave, or long service leave taken concurrently with a period of unpaid maternity leave.
- (d) Effect of special temporary employment on unpaid maternity leave.
 - (i) Subject to clause 34.14 (d) (ii), a period of special temporary employment shall be deemed to be part of the Employee’s period of unpaid maternity leave or extended unpaid maternity leave as originally agreed to by the parties.
 - (ii) An Employee who immediately resumes unpaid maternity leave or extended unpaid maternity leave following the conclusion of a period of special temporary employment:
 - (aa) is entitled, on written notice, to extend their period of unpaid maternity leave or extended unpaid maternity leave by the period of time in which they were engaged in special temporary employment or special casual employment; and
 - (bb) shall give not less than four (4) weeks’ notice in writing to the Employer of the new date they intend to return to work and so conclude their period of maternity leave or extended unpaid maternity leave.
 - (iii) An Employee who does not immediately resume their period of unpaid maternity leave or extended unpaid maternity leave at the conclusion of a period of special temporary employment cannot preserve the unused portion of leave for use at a later date.

34.15. Return to Work on Conclusion of Maternity Leave

(a)

- (i) An Employee shall confirm their intention in writing to conclude their maternity leave not less than four (4) weeks prior to the expiration of maternity leave or extended unpaid maternity leave.
- (ii) An Employee who intends to return to work on a modified basis in accordance with clause 34.15 (d) shall advise the Employer of this intention by notice in writing not less than four (4) weeks prior to the expiration of maternity leave or extended unpaid maternity leave.

- (b) An Employee on return to work following the conclusion of maternity leave or extended unpaid maternity leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Employee's skill and abilities as the substantive position held immediately prior to proceeding on maternity leave.
- (c) Where an Employee was transferred to a safe job or was absent from the workplace on full pay as provided for in clause 34.8 – *Modification of Duties and Transfer to a Safe Job*, the Employee is entitled to return to the position occupied immediately prior to the transfer or their absence from the workplace on full pay.
- (d) **Right to Return to Work on a Modified Basis**
 - (i) An Employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position as determined by the Employer at the same classification level in accordance with the part time employment provisions of the Award and this General Agreement.
 - (ii) An Employee may return on a modified basis that involves the Employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the Employee worked immediately before starting maternity leave.
- (e) **Right to Revert**
 - (i) An Employee who has returned on a part time or modified basis in accordance with clause 34.15 (d) may subsequently request permission from the Employer to resume working on the same basis as the Employee worked immediately before starting maternity leave or full time work at the same classification level.
 - (ii) A request made under clause 34.15 (e) (i) must be in writing and must be made at least four (4) weeks before the day on which the Employee wishes to resume working on the same basis as the Employee worked immediately before starting maternity leave or full time work at the same classification level.
 - (iii) The Employer is to agree to a request to revert made under clause 34.15 (e) (i) unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.
 - (iv) The Employer is to give the Employee written notice of the Employer's decision on a request to revert under clause 34.15 (e) (i). If the request is refused, the notice is to set out the reasons for the refusal.
 - (v) An Employee who believes their request to revert under clause 34.15 (e) (i) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.
- (f) **Employer Requirement to Revert**
 - (i) If, on finishing maternity leave, an Employee has returned to work on a modified basis in accordance with clause 34.15 (d), the Employer may subsequently require the Employee to resume working on the same basis as the Employee worked immediately before starting maternity leave.
 - (ii) A requirement can be made under clause 34.15 (f) (i) only if:
 - (aa) the requirement is made on grounds relating to the adverse effect that the Employee continuing to work on a modified basis would have on the conduct of the operations or business of the Employer and those grounds would satisfy a reasonable person; or
 - (bb) the Employee no longer has a child who has not reached the compulsory education period as defined in section 6 of the *School Education Act 1999*.

34.16. Effect of Maternity Leave on the Contract of Employment

- (a)
 - (i) Paid maternity leave will count as qualifying service for all purposes under the Award and this General Agreement.
 - (ii) Qualifying service for any purpose under the Award or this General Agreement is to be calculated according to the number of weeks of paid maternity leave that were taken at full pay or would have been had the Employee not taken paid maternity leave at half pay. Employees who take paid maternity leave on half pay do not accrue Award, agreement or other entitlements beyond those that would have accrued had they taken the leave at full pay.
- (b)
 - (i) Absence on unpaid maternity leave or extended unpaid maternity leave shall not break the continuity of service of Employees.
 - (ii) Where an Employee takes a period of unpaid maternity leave or extended unpaid maternity leave exceeding fourteen (14) calendar days in one continuous period, the entire period of such leave shall not be taken into account in calculating the period of service for any purpose under the Award, Agreement or industrial instrument. Periods of unpaid leave of fourteen (14) days or less shall, however, count for service.
- (c) An Employee on maternity leave may terminate employment at any time during the period of leave by written notice in accordance with clause 14 – *Contract of Service* of this Agreement.
- (d) The Employer shall not terminate the employment of an Employee on the grounds of the Employee’s application for maternity leave or absence on maternity leave but otherwise the rights of the Employer in respect of termination of employment are not affected.

35. ADOPTION LEAVE

35.1. This clause replaces the parental leave provisions contained in clause 32 – *Parental Leave* of the Award.

35.2. Eligibility

- (a)
 - (i) A permanent Employee, fixed term contract Employee or eligible casual employee is entitled to fifty-two (52) weeks unpaid adoption leave on the placement of a child for adoption as provided for under this clause.
 - (ii) The period of leave granted to a fixed term contract Employee shall not extend beyond the term of that contract.
 - (iii) An Employee is eligible, without concluding their adoption leave and resuming duty, for subsequent periods of adoption leave, including paid adoption leave, in accordance with the provisions of this clause.
- (b) A permanent or fixed term contract Employee must have completed twelve (12) months’ continuous service with a department of the Parliament immediately preceding the adoption leave in order to receive the forms of paid leave as provided for by this clause.
- (c) An Employee on a period of leave without pay unrelated to maternity leave, adoption leave or other parent leave must resume duties prior to being entitled to paid adoption leave in accordance with the eligibility requirements.
- (d) An eligible casual employee as defined under clause 34.3 is entitled to unpaid adoption leave as provided by this clause.

35.3. General entitlement to Adoption Leave

- (a) Subject to the requirements of this clause an eligible Employee is entitled to fifty-two (52) weeks unpaid adoption leave.

- (b)
 - (i) Subject to the requirements of this clause an eligible Employee is entitled to fourteen (14) weeks paid adoption leave that will form part of the fifty-two (52) week unpaid entitlement.
 - (ii) The fourteen (14) week period of paid adoption leave is inclusive of any public holidays or repealed public service days in lieu falling within that time.
 - (iii) The period of paid adoption leave can be extended by the Employee taking double the leave on a half-pay basis and its effect is in accordance with clause 34.16 –*Effect of Maternity Leave on the Contract of Employment*.
- (c) An Employee must take adoption leave in one continuous period with the exception of special temporary employment pursuant to clause 34.14 – *Employment during Unpaid Maternity Leave*.
- (d) Except for leave provided under clause 35.3(f) and clause 37 – *Partner Leave* of this General Agreement, only one parent can proceed on maternity, adoption or other parent leave at any one time.
- (e) Where less than the fifty-two (52) weeks' adoption leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (f) Unpaid adoption leave may be taken in more than one continuous period where the Employee undertakes special temporary employment in accordance with the provisions at clause 34.14 – *Employment during Unpaid Maternity Leave*. In these circumstances, the provisions of clause 34.14 – *Employment during Unpaid Maternity Leave* shall apply.
- (g)
 - (i) Where both parents are employed by a department of the Parliament an entitlement to paid or unpaid maternity leave, adoption leave or other parent leave or parental leave provided for by another industrial agreement can be shared; and
 - (ii) the entitlement provided to the Employees shall not exceed the paid maternity, adoption or other parent leave quantum for one Employee or its half pay equivalent; and
 - (iii) the Employees may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under clause 34.6 (d). This does not prevent an Employee from taking paid or unpaid partner leave as prescribed by clause 37 – *Partner Leave* of this General Agreement

35.4. **Payment for Paid Adoption Leave**

- (a)
 - (i) Subject to clause 35.4 (c) a full time Employee proceeding on paid adoption leave is to be paid according to their ordinary working hours at the time of commencement of adoption leave. Shift and weekend penalty payments are not payable during paid adoption leave.
 - (ii) Subject to clause 35.4 (c), payment for a part time Employee is to be determined according to an average of the hours worked by the Employee over the preceding twelve (12) months; or their ordinary working hours at the time of commencement of adoption leave, exclusive of shift and weekend penalties, whichever is greater.
- (b) An Employee may elect to receive pay in advance for the period of paid adoption leave at the time the adoption leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid adoption leave.

- (c)
 - (i) An Employee in receipt of a higher duties allowance for a continuous period of twelve (12) months immediately prior to commencing paid adoption leave, is to continue to receive the higher duties allowance for the first four (4) weeks of paid adoption leave.
 - (ii) An Employee who is entitled to be paid higher duties allowance in accordance with clause 35.4 (c) (i) and elects to take paid adoption leave at half pay will be paid the higher duties allowance at the full rate for the first four (4) weeks only.
- (d) Where an Employee is on a period of half pay adoption leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused paid adoption leave equivalent to the period of leave the Employee would have accessed had they been on full pay adoption leave when their termination occurred.
- (e) An Employee eligible for a subsequent period of paid adoption leave as provided for under clause 35.2 (a) (iii) shall be paid the adoption leave as follows:
 - (i) according to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid adoption leave; and
 - (ii) not affected by any period of special temporary employment undertaken in accordance with clause 34.14.
- (f) Where less than the fifty-two (52) weeks' adoption leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (g) An eligible casual employee provided for under clause 35.2 (d) is not entitled to paid adoption leave.
- (h) The "day of placement", in relation to the adoption of a child by an Employee, means the earlier of the following days:
 - (i) the day on which the Employee first takes custody of the child for the adoption; or
 - (ii) the day on which the Employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- (i) An Employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the Employee for adoption:
 - (i) is, or will be, under sixteen (16) years old as at the day of placement, or the expected day of placement, of the child; and
 - (ii) has not, or will not have, lived continuously with the Employee for a period of six (6) months or more as at the day of placement, or the expected day of placement, of the child; and
 - (iii) is not (otherwise than because of the adoption) a child or stepchild of the Employee or the Employee's Partner.
- (j)
 - (i) An Employee seeking to adopt a child is entitled to two (2) days' unpaid leave to attend interviews or examinations required for the adoption procedure.
 - (ii) An Employee working or residing outside of the Perth metropolitan area is entitled to an additional day's unpaid leave.
 - (iii) The Employee may take any paid leave entitlement to which the Employee is entitled to in lieu of this leave.
- (k)
 - (i) If an application for adoption leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid adoption leave is terminated.

- (ii) Employees may take any other paid leave entitlement to which they are entitled in lieu of the terminated adoption leave or return to work.

35.5. Commencement of Adoption Leave

- (a) An eligible Employee can commence adoption leave from the day of placement of the child.
- (b) The period of paid adoption leave must conclude within twelve (12) months of the day of placement except under exceptional circumstances as provided under clause 34.7 (f) of the maternity leave clause, but as it relates to adoption leave.

35.6. Notice and Variation Requirements

- (a) An Employee shall give no less than eight (8) weeks' written notice to the Employer of:
 - (i) the date the Employee proposes to commence paid or unpaid adoption leave; and
 - (ii) the period of leave to be taken.
- (b) An Employee is not in breach of clause 35.6 (a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- (c) An Employee proceeding on adoption leave may elect to take a shorter period of adoption leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four (4) weeks' written notice is provided.

35.7. Other Provisions

The following provisions, as provided under clause 34 – *Maternity Leave* of this General Agreement, have application to adoption leave:

- (a) clause 34.10 – *Interaction with Other Leave Entitlements*;
- (b) clause 34.11 – *Extended Unpaid Maternity Leave*;
- (c) clause 34.12 – *Communication during Maternity Leave*;
- (d) clause 34.13 – *Replacement Employee*;
- (e) clause 34.14 – *Employment during Unpaid Maternity Leave*;
- (f) clause 34.15 – *Return to Work on Conclusion of Maternity Leave*; and
- (g) clause 34.16 – *Effect of Maternity Leave on the Contract of Employment*.

36. OTHER PARENT LEAVE

36.1.

- (a) This clause replaces the parental leave provisions, contained in clause 32 – *Parental Leave* of the Award.
- (b) For the purposes of this clause:
 - (i) The “other parent” may or may not be the biological parent, and does not necessarily have to be the Partner of the birth parent and has a responsibility for the care of the child.
 - (ii) The “primary care giver” means the Employee will assume the principal role for the care and attention of a child aged under twelve (12) months or a newly adopted child.
 - (iii) Only one person can be the primary care giver of the child at any one time.

36.2. Eligibility

- (a)

- (i) Where an eligible Employee, other than an Employee entitled to paid maternity leave under clause 34.5 or adoption leave under clause 35.3, is the other parent and has a responsibility for the care of a child under the age of twelve (12) months or newly adopted child the provisions of this clause will apply.
 - (ii) An Employee must be the primary care giver of the child to access paid other parent leave.
 - (iii) An Employer may require an Employee to provide confirmation of their primary carer status with evidence that would satisfy a reasonable person.
- (b) An eligible casual employee, as defined under clause 34.3 of the maternity leave clause, is entitled to unpaid other parent leave as provided by this clause.
- (c)
- (i) A permanent Employee, fixed term contract Employee or eligible casual employee is entitled to fifty-two (52) weeks unpaid other parent leave in accordance with this clause.
 - (ii) An eligible permanent or fixed term contract Employee is entitled to fourteen (14) weeks' paid other parent leave in accordance with this clause if they are the primary care giver of the child.
 - (iii) An Employee employed on a fixed term contract shall have the same entitlement to other parent leave; however, the period of leave granted shall not extend beyond the term of that contract.
 - (iv) An Employee is eligible, without concluding their other parent leave and resuming duty, for subsequent periods of other parent leave, including paid other parent leave, in accordance with the provisions of this clause.
- (d) A permanent or fixed term contract Employee must have completed twelve (12) months' continuous service with a department of the Parliament immediately preceding the other parent leave in order to receive the forms of paid leave as provided for by this clause.
- (e) An Employee on a period of leave without pay unrelated to maternity leave, adoption leave or other parent leave must resume duties prior to being entitled to paid other parent leave in accordance with the eligibility requirements.

36.3. **General Entitlement to Other Parent Leave**

- (a) Subject to the requirements of this clause an eligible Employee is entitled to fifty-two (52) weeks' unpaid other parent leave.
- (b)
 - (i) Subject to the requirements of this clause an eligible Employee is entitled to fourteen (14) weeks' paid other parent leave that will form part of the fifty-two (52) week unpaid entitlement if they are the primary care giver of the child.
 - (ii) The fourteen (14) week period of paid other parent leave is inclusive of any public holidays or repealed public service days in lieu falling within that time.
 - (iii) The period of paid other parent leave can be extended by the Employee taking double the leave on a half-pay basis and its effect is in accordance with clause 34.16 – *Effect of Maternity Leave on the Contract of Employment*.
- (c) An Employee must take other parent leave in one continuous period with the exception of special temporary employment pursuant to clause 34.14 – *Employment during Unpaid Maternity Leave*.
- (d) Where less than the fifty-two (52) weeks' other parent leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (e) Except for leave provided under clause 36.3(f) and clause 37 – *Partner Leave* of this General Agreement, only one parent can proceed on maternity, adoption or other parent leave at any one time.

- (f)
 - (i) An Employee, whose Partner is not employed, or is employed and does not intend to take unpaid parental related leave for a child under the age of twelve (12) months or placement of a newly adopted child as provided for in clause 35 – *Adoption Leave* of this General Agreement, may access unpaid other parent leave where:
 - (aa) the Employee will have a responsibility for the care of a child; and
 - (bb) the Partner has responsibility for the care of the child for the period between the date of birth or placement of the child and the start date of the Employee’s leave.
 - (ii) The leave application must ensure that the leave commences within twelve (12) months of the date of birth or placement of the child.
 - (iii) This entitlement forms part of an Employee’s fifty-two (52) week unpaid other parent leave entitlement and may not be extended beyond twenty-four (24) months after the date of birth or date of placement of a newly adopted child as provided for in clause 35 – *Adoption Leave* of this General Agreement.
- (g) Unpaid other parent leave may be taken in more than one continuous period where the Employee undertakes special temporary employment in accordance with the provisions at clause 34.14 – *Employment during Unpaid Maternity Leave*. In these circumstances, the provisions of clause 34.14 – *Employment during Unpaid Maternity Leave*, shall apply.
- (h)
 - (i) Where both parents are employed by a department of the Parliament an entitlement to paid or unpaid maternity leave, adoption leave or other parent leave can be shared; and
 - (ii) the entitlement provided to the Employees shall not exceed the paid maternity, adoption or other parent leave quantum for one Employee or its half pay equivalent; and
 - (iii) the employees may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under clause 36.3 (i). This does not prevent an Employee from taking paid or unpaid partner leave as prescribed by clause 37 – *Partner Leave* of this General Agreement.
- (i) If both parents work for a department of the Parliament and the mother is able to remain on paid maternity leave despite her incapacity to be her child’s primary care giver, the Employee may choose which parent will access the paid leave.
 - (i) If the mother chooses to remain on paid maternity leave, the other parent may access unpaid other parent leave for the period they are their child’s primary care giver.
 - (ii) If the other parent chooses to be the primary care giver of the child and accesses paid other parent leave the mother may access unpaid maternity leave.
 - (iii) Where the other parent accesses paid leave in accordance with this subclause, the mother is entitled to resume paid maternity leave if/when she becomes her child’s primary care giver, subject to the provisions of clause 36.3 (i).
- (j) An eligible casual employee provided for under clause 36.2 (b) is entitled to unpaid other parent leave only.

36.4. Payment for Paid Other Parent Leave

- (a)
 - (i) Subject to clause 36.4 (c) a full time Employee proceeding on paid other parent leave is to be paid according to their ordinary working hours at the time of commencement of other parent leave. Shift and weekend penalty payments are not payable during paid other parent leave.

- (ii) Subject to clause 36.4 (c), payment for a part time Employee is to be determined according to an average of the hours worked by the Employee over the preceding twelve (12) months; or their ordinary working hours at the time of commencement of other parent leave, exclusive of shift and weekend penalties, whichever is greater.
- (b) An Employee may elect to receive pay in advance for the period of paid other parent leave at the time the other parent leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid other parent leave.
- (c)
 - (i) An Employee in receipt of a higher duties allowance for a continuous period of twelve (12) months immediately prior to commencing paid other parent leave, is to continue to receive the higher duties allowance for the first four (4) weeks of paid other parent leave.
 - (ii) An Employee who is entitled to be paid higher duties allowance in accordance with clause 36.4 (c) (i) and elects to take paid other parent leave at half pay will be paid the higher duties allowance at the full rate for the first four (4) weeks only.
- (d) An Employee is entitled to remain on paid other parent leave where the mother is incapacitated following the birth of the child; or the child dies or is hospitalised such that the Employee or the Employee's Partner is not providing principal care to the child.
- (e) Where an Employee is on a period of half pay other parent leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused paid other parent leave equivalent to the period of leave the Employee would have accessed had they been on full pay other parent leave when their termination occurred.
- (f) An Employee eligible for a subsequent period of paid other parent leave as provided for under clause 36.2 (c) (iv) shall be paid the other parent leave as follows:
 - (i) according to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid other parent leave; and
 - (ii) not affected by any period of special temporary employment undertaken in accordance with clause 34.14 – *Employment during Unpaid Maternity Leave*.
- (g) Where less than the fifty-two (52) weeks' other parent leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (h) An eligible casual employee provided for under clause 36.2 (b) is not entitled to paid other parent leave.

36.5. Commencement of Other Parent Leave

- (a) An eligible Employee who has a responsibility for the care of the child can commence other parent leave from the child's birth date or placement, or a later date nominated by the Employee.
- (b) The period of paid other parent leave must conclude within twelve months of the birth or placement of the child except under exceptional circumstances as per clause 34.7 (f) of the maternity leave clause, but as it relates to other parent leave.

36.6. Notice and Variation Requirements

- (a) An Employee shall give no less than eight (8) weeks' written notice to the Employer of:
 - (i) the date the Employee proposes to commence paid or unpaid other parent leave; and
 - (ii) the period of leave to be taken.
- (b)
 - (i) An Employee is not in breach of clause 36.6 (a) by failing to give the required period of notice if such failure is due to the requirement of the Employee to take on the role of primary care giver due to the birth parent or other adoptive parent being incapacitated to take on the principal caring role.

- (ii) In such circumstances the Employee shall give notice as soon as reasonably possible.
- (c) The granting of leave under this clause is subject to the Employee providing the Employer with evidence that would satisfy a reasonable person detailing the reasons for and the circumstances under which the leave application is made and the relationship the Employee has with the child.
- (d) An Employee proceeding on other parent leave may elect to take a shorter period of other parent leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks' written notice is provided.

36.7. Other Provisions

The following provisions, as provided under clause 34 – *Maternity Leave* of this General Agreement have application to other parent leave:

- (a) clause 34.10 – *Interaction with Other Leave Entitlements*;
- (b) clause 34.11 – *Extended Unpaid Maternity Leave*;
- (c) clause 34.12 – *Communication During Maternity Leave*;
- (d) clause 34.13 – *Replacement Employee*;
- (e) clause 34.14 – *Employment During Unpaid Maternity Leave*;
- (f) clause 34.15 – *Return to Work on Conclusion of Maternity Leave*; and
- (g) clause 34.16 – *Effect of Maternity Leave on the Contract of Employment*.

37. PARTNER LEAVE

37.1. An Employee who is not taking maternity leave, adoption leave or other parent leave is entitled to one (1) week's partner leave as prescribed by this clause in respect of the:

- (a) birth of a child to the Employee's Partner; or
- (b) adoption of a child who is not the child or the stepchild of the Employee and/or the Employee's Partner; is under the age of sixteen (16); and has not lived continuously with the Employee for six (6) months or longer.

37.2. Subject to available credits, the entitlement to one (1) week's partner leave may be taken as:

- (a) paid personal leave, subject to clause 37.7;
- (b) paid annual and/or long service leave;
- (c) paid accrued time off in lieu of overtime, flexi leave; and/or
- (d) unpaid partner leave.

37.3. Partner leave must be taken immediately following the birth or, in the case of adoption, the placement of the child.

37.4.

- (a) Subject to clause 37.4 (b), the taking of partner leave by an Employee shall have no effect on their or their Partner's entitlement, where applicable, to access paid maternity leave as provided by clause 34 – *Maternity Leave*, paid adoption leave as provided by clause 35 – *Adoption Leave* and paid other parent leave as provided by clause 36 – *Other Parent Leave* of this General Agreement.
- (b) Where applicable, unpaid partner leave taken by an Employee shall be counted as part of the Employee's other parent leave entitlement.

37.5. Any public holidays or days in lieu of the repealed public service holidays that fall during partner leave shall be counted as part of the partner leave and do not extend the period of partner leave.

37.6. The taking of accrued time off in lieu of overtime and/or flexi leave for partner leave purposes shall be subject to the provisions of clause 22 – Flexitime; clause 23 - *Overtime and Leave In Lieu For Employees*;; Clause 24 - *Time in Lieu While travelling on Official Business – Level 6 Officers and Below*; and Clause 25 - *Committee Travel Time for Hansard Reporters* of this General Agreement, where applicable.

Personal Leave

37.7. An Employee may access their accrued personal leave entitlements for partner leave purposes, subject to the requirements of the *Minimum Conditions of Employment Act 1993* being met. That is, a minimum of seventy-five (75) hours personal leave must be kept available for an Employee to access for the purposes of an Employee’s entitlement to paid leave for illness or injury; or carer’s leave.

37.8. The right to access personal leave credits for partner leave purposes does not affect an Employee’s right to take more than five (5) days personal leave for the purposes provided for in clause 31 – *Personal Leave* of this General Agreement.

Right to Request Additional Unpaid Partner Leave

37.9.

- (a) The total period of partner leave provided by this clause shall not exceed eight (8) weeks.
- (b) An Employee is entitled to request an extension to the period of partner leave up to a maximum of eight (8) weeks. The additional weeks’ leave shall be unpaid and the eight (8) week maximum is inclusive of any period of partner leave already taken in accordance with clause 37.2.

37.10.

- (a) The extended unpaid partner leave may be taken in separate periods. Unless the Employer agrees, each period must not be shorter than two (2) weeks.
- (b) The period of extended unpaid partner leave must be concluded within twelve (12) months of the birth or placement of the child.

37.11. The Employer is to agree to an Employee’s request to extend their unpaid partner leave made under clause 37.9 (b) unless:

- (a) having considered the Employee’s circumstances, the Employer is not satisfied that the request is genuinely based on the Employee’s parental responsibilities; or
- (b) there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:
 - (i) cost;
 - (ii) lack of adequate replacement staff;
 - (iii) loss of efficiency; and
 - (iv) impact on the production or delivery of products or services by the Employer.

37.12. The Employer is to give the Employee written notice of the Employer’s decision on a request to extend their unpaid partner leave. If the Employee’s request is refused, the notice is to set out the reasons for the refusal.

37.13. An Employee who believes their request to extend unpaid partner leave has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.

37.14. Where an Employer agrees to an Employee’s request to extend their period of unpaid partner leave under clause 37.9, the Employer must allow an Employee to elect to substitute any part of that period of unpaid partner leave with accrued annual leave, long service leave, time off in lieu of overtime and/or flexi leave.

37.15. An Employee on unpaid partner leave is not entitled to paid personal leave.

Notice

37.16.

- (a) The Employee shall give not less than four (4) weeks' notice in writing to the Employer of the date the Employee proposes to commence partner leave, stating the period of leave to be taken.
- (b) An Employee who has given their Employer notice of their intention to take partner leave shall provide the Employer with a medical certificate from a registered medical practitioner naming the Employee, or the Employee's Partner, confirming the pregnancy and the estimated date of birth.

Effect of Partner Leave on the Contract of Employment

37.17. The provisions of clause 34.16 of the maternity leave clause of this General Agreement concerning the effect of maternity leave on the contract of employment shall apply to Employees accessing partner leave, with such amendment as necessary.

Eligible Casual Employees

37.18. An eligible casual employee, as defined in clause 34.3 of the maternity leave clause of this General Agreement, is only entitled to unpaid partner leave.

38. UNPAID GRANDPARENTAL LEAVE

38.1. For the purposes of this clause "primary care giver" means the Employee who will assume the principal role for the care and attention of a grandchild.

38.2. An Employee is entitled to a period of up to fifty-two (52) weeks continuous unpaid grandparental leave in respect of the:

- (a) birth of a grandchild of the Employee; or
- (b) adoption of a grandchild of the Employee, being a child who is not the grandchild or grand-stepchild of the Employee, is under the age of five (5) and has not lived continuously with its adoptive parents for six (6) months or longer.

Primary Care Giver Status

38.3.

- (a) An Employee is only entitled to grandparental leave if they are or will be the primary care giver of a grandchild.
- (b) Determination of primary care giver status shall be made by reference to the provision of care during what would be the Employee's ordinary hours of work had the Employee not been providing care to their grandchild.
- (c) The Employer may require an Employee to provide confirmation of their primary care giver status. Where the Employer requires an Employee to confirm their status as the primary care giver of a grandchild, the Employee is to provide the Employer with evidence that would satisfy a reasonable person of the entitlement to unpaid grandparental leave.

Commencement, Notice and Variation of Leave

38.4. Commencement of unpaid grandparental leave may occur any time within twenty-four (24) months following the birth or placement of the Employee's grandchild.

38.5.

- (a) The Employee shall give not less than four (4) weeks' notice in writing to the Employer of the date the Employee proposes to commence unpaid grandparental leave, stating the period of leave to be taken.

(b) The notice period in clause 38.5 (a) may be waived by the Employer in exceptional circumstances.

38.6. An Employee may request and an Employer may agree to an Employee taking grandparental leave on a part time basis provided:

(a) the Employee is their grandchild's primary care giver on those days for which care is provided by the Employee; and

(b) the Employee's leave concludes no later than fifty-two (52) weeks after the commencement of the period of grandparental leave.

Other Entitlements

38.7. The following provisions contained in clause 34 – Maternity Leave of this General Agreement shall be read in conjunction with this clause, with such amendment as is necessary:

(a) clause 34.12– *Communication during Maternity Leave*;

(b) clause 34.13 – *Replacement Employee*;

(c) clauses 34.15 (a) (ii) and (b) – *Return to Work on Conclusion of Maternity Leave*; and

(d) clause 34.16 – *Effect of Maternity Leave on the Contract of Employment*.

38.8. The entitlement to grandparental leave is as prescribed in this clause. Other than as specified in clause 38.7, an Employee has no entitlement to the provisions contained in clause 34 – *Maternity Leave* of this General Agreement with respect to the birth or adoptive placement of their grandchild.

39. BEREAVEMENT LEAVE

39.1. This clause replaces clause 31, *Bereavement Leave*, of the Award.

39.2. Employees shall on the death of:

(a) The spouse, or de facto partner, of the Employee;

(b) The child, stepchild or grandchild of the Employee;

(c) The parent, step-parent or grandparent of the Employee;

(d) The brother, sister, stepbrother or stepsister;

(e) A close personal friend of the Employee, or

(f) Any other person who immediately before that person's death lived with the Employee as a member of the Employee's family;

be eligible for up to two (2) days paid bereavement leave, provided that at the request of an Employee the Employer may exercise a discretion to grant bereavement leave to an Employee in respect of some other person with whom the Employee has a special relationship.

39.3. The two (2) days need not be consecutive.

39.4. Bereavement leave is not to be taken during any other period of leave. Payment of such leave may be subject to the Employee providing evidence of the death or relationship to the deceased, satisfactory to the Employer.

39.5. An Employee requiring more than two (2) days bereavement leave in order to travel overseas or interstate in the event of the death overseas or interstate of a member of the Employee's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the Employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted. An Employee may be granted access to personal leave in certain circumstances.

40. CULTURAL/CEREMONIAL LEAVE

- 40.1. Employees are entitled to time off without loss of pay for cultural/ceremonial purposes, subject to agreement between the Employer and Employee and sufficient leave credits being available.
- 40.2. Such leave shall include leave to meet the Employee's customs, traditional law and to participate in cultural or ceremonial activities.
- 40.3. Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof shall be deducted from:
 - (a) The Employee's annual leave entitlements; or
 - (b) Accrued days off or time in lieu.
- 40.4. Time off without pay may be granted by arrangement between the Employer and the Employee for cultural/ceremonial purposes.
- 40.5. The Employer may request reasonable evidence of the legitimate need for the Employee to be allowed time off.
- 40.6. Cultural/ceremonial leave shall be available to all Employees.

41. LEAVE FOR TRAINING WITH DEFENCE FORCE RESERVES

- 41.1. This clause replaces subclause (g) of clause 33, *Other Forms of Leave* of the Award.
- 41.2. **Defence Force Reserves Leave**
 - (a) The Employer must grant leave of absence for the purpose of Defence service to an Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.
 - (b) Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
 - (c) Application for leave of absence for Defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the Employee shall provide a certificate of attendance to the Employer.
- 41.3. **Paid leave**
 - (a) An Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for Defence service, subject to the conditions set out hereunder.
 - (b) Part-time Employees shall receive the same paid leave entitlement as full-time Employees, but payment shall only be made for those hours that would normally have been worked but for the leave.
 - (c) On written application, an Employee shall be paid salary in advance when proceeding on such leave.
 - (d) Casual Employees are not entitled to paid leave for the purpose of Defence service.
 - (e) An Employee is entitled to paid leave for a period not exceeding one hundred and six point four (106.4) hours on full pay in any period of twelve (12) months commencing on 1 July in each year.
 - (f) An Employee is entitled to a further period of leave, not exceeding sixteen (16) calendar days, in any period of twelve (12) months commencing on 1 July. Pay for this leave shall be at the rate of the difference between the normal remuneration of the Employee and the Defence Force payments to which the Officer is entitled if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the Employee.

41.4. Unpaid leave

- (a) Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in subclause 41.2 of this clause shall be unpaid.
- (b) Casual Employees are entitled to unpaid leave for the purpose of Defence service.

41.5. Use of other leave

- (a) An Employee may elect to use annual or long service leave credits for some or all of their absence on Defence service, in which case they will be treated in all respects as if on normal paid leave.
- (b) The employer cannot compel an Employee to use annual leave or long service leave for the purpose of Defence service.

42. WITNESS AND JURY SERVICE

- 42.1. This clause replaces subclause (h) of clause 33, *Other Forms of Leave* of the Award.
- 42.2. An Employee subpoenaed or called as a witness to give evidence in any proceeding shall as soon as practicable notify the supervisor/manager who shall notify the Departmental Head.
- 42.3. Where an Employee is subpoenaed or called as a witness to give evidence in an official capacity, that Employee shall be granted by the Departmental Head leave of absence with pay, but only for such period as, is required to enable the Employee to carry out duties related to being a witness. If the Employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the Departmental Head. The Employee is not entitled to retain any witness fee but shall pay all fees received into the Consolidated Fund. The receipt for such payment with a voucher showing the amount of fees received shall be forwarded to the Departmental Head.
- 42.4. An Employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses, as soon as practicable after the default notify the Departmental Head.
- 42.5. An Employee subpoenaed or called as a witness on behalf of the Crown not in an official capacity shall be granted leave with full pay entitlements. If the Employee is on any form of paid leave, this leave shall not be reinstated as such witness service is deemed to be part of the Employee's civic duty. The Employee is not entitled to retain any witness fee but shall pay all fees received into the Consolidated Fund.
- 42.6. An Employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses 42.2 and 42.4 of this clause shall be granted leave of absence without pay except when the Employee makes an application to clear accrued leave in accordance with award provisions.
- 42.7. An Employee required to serve on a jury shall as soon as practicable after being summonsed to serve notify the supervisor/manager who shall notify the Departmental Head.
- 42.8. An Employee required to serve on a jury shall be granted by the Departmental Head leave of absence on full pay, but only for such period as is required to enable the Employee to carry out duties as a juror.
- 42.9. An Employee granted leave of absence on full pay as prescribed in subclause 42.8 of this clause is not entitled to retain any juror's fees but shall pay all fees received into Consolidated Fund. The receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to the Departmental Head.

43. DEFERRED SALARY SCHEME

- 43.1. With the written agreement of the Employer, an Employee may elect to receive, over a four (4) year period, eighty (80) per cent of the salary/wage they would otherwise be entitled to receive in accordance with the General Agreement.

- 43.2. On completion of the fourth year, an Employee will be entitled to twelve (12) months' leave and will receive an amount equal to eighty (80) per cent of the salary/wage they were otherwise entitled to in the fourth year of deferment.
- 43.3. Where an Employee completes four (4) years of deferred salary/wage service and is not required to attend duty in the following year, the period of non-attendance shall not constitute a break in service and shall count as service on a pro rata basis for all purposes.
- 43.4. An Employee may withdraw from this scheme prior to completing a four-year period by written notice. The Employee will receive a lump sum payment of salary/wage forgone to that time but will not be entitled to equivalent absence from duty.
- 43.5. The Employer will ensure that superannuation arrangements and taxation effects are fully explained to the Employee by the relevant authority. The Employer will put any necessary arrangements into place.

44. BLOOD/PLASMA DONORS LEAVE

- 44.1. Subject to operational requirements, Employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:
 - (a) Prior arrangements with the supervisor/manager have been made and at least two (2) days' notice has been provided; or
 - (b) The Employee is called upon by the Red Cross Blood Centre.
- 44.2. The notification period shall be waived or reduced where the supervisor/manager is satisfied that operations would not be unduly affected by the Employee's absence.
- 44.3. The Employee shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.
- 44.4. Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood or plasma to the Red Cross Blood Centre.

45. EMERGENCY SERVICE LEAVE

- 45.1. Subject to operational requirements, paid leave of absence shall be granted by the Employer to an Employee who is an active volunteer member of the State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service, Bush Fire Brigade or Volunteer Marine Rescue Service, in order to allow for attendance at emergencies as declared by the recognised authority.
- 45.2. The Employer shall be advised as soon as possible by the Employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.
- 45.3. The Employee must complete a leave of absence form immediately upon return to work.
- 45.4. The application form must be accompanied by a certificate from the emergency organisation certifying that the Employee was required for the specified period.
- 45.5. An Employee who during the course of an emergency volunteers their services to an emergency organisation shall comply with subclauses 45.2, 45.3 and 45.4 of this clause.

46. CHRISTMAS/NEW YEAR CLOSEDOWN

Observation of a closedown

- 46.1. The Employer may observe a closedown over the Christmas/New Year period for the whole or part of the Parliament.
- 46.2. The dates/duration of the closedown will be at the discretion of the Employer, but will not exceed five working days.

Notification of a closedown

- 46.3. The Employer will as soon as possible in each calendar year, but not later than 30 June, advise affected Employees of the dates of the closedown and the number of working days involved.

Leave arrangements during the closedown

- 46.4. Employees may access the following forms of paid leave to cover the closedown period:
- (a) Flexitime credit;
 - (b) Rostered days/hours off;
 - (c) Time in lieu of overtime; or
 - (d) Time for time.
- 46.5. In the absence of the Employee having sufficient hours accrued from any of the paid leave in clause 46.4, the following types of paid leave will be used to cover the Christmas closedown:
- (a) Annual leave;
 - (b) Day(s) in lieu of public service holidays;
 - (c) Accrued long service leave;
 - (d) Pro rata long service leave as provided for at clause 27.9 – Early Access to Pro Rata Long Service Leave of this Agreement; or
 - (e) Purchased Leave.
- 46.6. At the discretion of the Employer, an Employee may be granted either leave without pay or annual leave in advance to cover the amount of leave required for the closedown where the Employee does not have sufficient accrued leave to cover the period of the closedown.

PART 6: ALLOWANCES

47. MIDNIGHT ALLOWANCE

- (a) Employees who are directed to work after midnight shall be paid an additional:
 - (i) fifty per cent (50%) of their ordinary hourly rate for the time worked past midnight.
 - (ii) for the purpose of calculating the midnight allowance, the Employee will round their time sheet to the nearest fifteen (15) minutes.
- (b) An Employee shall be eligible to claim overtime and the midnight allowance.

48. FIRST AID AND FIRE WARDEN ALLOWANCE

- (a) An Employee appointed as a First Aid Officer or a Fire Warden who holds the appropriate qualification shall be paid an allowance of sixteen dollars and fifty cents (\$16.50) per fortnight.
- (b) Notwithstanding clause 48(a), an Employee appointed as a First Aid Officer and a Fire Warden shall be entitled to only one allowance of sixteen dollars and fifty cents (\$16.50).
- (c) Other than for annual leave, the allowance will not be paid during any continuous absence of greater than two (2) weeks.

49. SPECTACLE ALLOWANCE

- (a) An Employee who is required to wear an optical aid in order to safely discharge his or her duties is eligible to be reimbursed for out-of-pocket expenses consistent with the Employer's *Health and Wellbeing Policy* as amended from time to time.

50. EVENING MEAL ALLOWANCE

50.1. Evening Meal Allowance

- (a) A Non-Sessional Officer required to work overtime that extends beyond 5.00 pm and a Sessional Officer required to remain on duty after 6.00 pm on a sitting day:
 - (i) shall be paid a meal allowance in accordance with the provisions of Clause 22, *Overtime*, of the *Public Service Award 1992*; and
 - (ii) where a meal of a reasonable standard is provided by the House at no cost to the Officer, then the meal allowance provided for in subparagraph (i) of this subclause shall not apply.
- (b) Officers cannot claim an evening meal allowance or meal while working flexitime.

50.2. Supper Meal

- (a) A PSSE required to work overtime for a Parliamentary function extending beyond 8.00 pm shall:
 - (i) be entitled to a supper meal at no cost consistent with the meal available to Sessional Officers on a sitting night.
 - (ii) where a supper meal is not available the PSSE shall be entitled to an allowance of seven dollars and fifty cents (\$7.50).
 - (iii) PSSEs who are working ordinary hours have no entitlement to a free supper or the allowance.

51. TAXI VOUCHER AND MOTOR VEHICLE ALLOWANCE

51.1. Taxi Voucher and Motor Vehicle Allowance

- (a) An Employee who is required to commence work prior to 7.00 am or work after 7.00 pm on any day shall be entitled to either:
 - (i) a taxi voucher from work to their normal place of residence; or
 - (ii) claim a motor vehicle allowance for the kilometres travelled from work to the Employee's normal place of residence in accordance with the *Public Service Award 1992* (Schedule F - Motor Vehicle Allowance) based on the most direct route when the Employee travels by motor vehicle;
to a maximum of fifty (50) kilometres from the Perth GPO.
- (b) PSSEs who commence work before 7.00am in accordance with subclause 20.3 shall not be entitled to a Taxi Voucher or Motor Vehicle Allowance.
- (c) As at registration of the General Agreement, Employees who live more than fifty (50) kilometres from the Perth GPO and who had an entitlement existing at that time to claim the motor vehicle allowance or a taxi voucher as per subclause (a) of this clause, shall maintain their entitlement for the term of the General Agreement provided that where the Employee's place of residence changes the existing entitlement does not increase.

52. TOOL ALLOWANCE

- 52.1. Where a permanent PSSE employed as a Tradesperson Cook or Chef is required to provide their own tools to perform their duties they shall be paid an allowance of eleven dollars and fifty cents (\$11.50) per week.
- 52.2. The parties agree to vary the amount of the allowance paid in subclause 52.1 to reflect changes to clause 29 of the *Catering Employees and Tea Attendants (Government) Award 1982*.

53. HIGHER DUTIES

- 53.1. This clause replaces clause 22, Higher Duties Allowance - Parliamentary Support Service Employees, of the Award.
- 53.2. When an Employee is to undertake additional and higher level duties on a temporary basis for five (5) consecutive working days or more:
- (a) in circumstances where the full duties of the higher position are to be performed, payment shall be at the minimum rate of pay of the substantive pay level of the higher position; and
 - (b) in circumstances where the Employee will not be performing the full duties of the higher position, the Employee shall be advised of the additional duties to be performed and the higher rate of pay.
- 53.3. Subject to subclause 53.2 of this clause, Employees shall be paid the higher duties allowance for the entire period during which they are undertaking the higher level duties.

PART 7: WORKFORCE MANAGEMENT

54. WORKING FROM HOME

- 54.1. Subject to this clause, the Employer may consider the introduction of working from home arrangements. The introduction of working from home arrangements does not provide for the Employee's primary place of work to be moved from the Employee's headquarters/work base to the Employee's home.
- 54.2. Statutory requirements apply to Employees working from home as they do to Employees working at the Employer's workplace. The Employer must ensure understanding and compliance of all affected parties with all statutory responsibilities prior to any arrangements being sanctioned.
- 54.3. The Employer is required to undertake a risk assessment of the work activities carried out by Employees to identify and manage hazards. In carrying out any assessment, the Employer must look at who and what may be affected by, and the possible effects of, the work being done from home.
- 54.4. The introduction of working from home arrangements is subject to:
- (a) The Employee's duties are those they would normally undertake at their headquarters/work base;
 - (b) The nature of the Employee's work being such that it is suited to working from home arrangements;
 - (c) Approval of any arrangement being at the discretion of the Employer;
 - (d) The Employee agreeing to enter into the working from home arrangements;
 - (e) The introduction of working from home arrangements being in accordance with the provisions of the Employer's policy; and
 - (f) The Employer's policy and procedures addressing:
 - (i) general obligations of both the Employer and the Employee, including such things as insurance, separation of overheads billed to the homeowner and the Employee's ordinary hours of work while working from home;
 - (ii) duty of care responsibilities owed by the Employer and Employee under the *Occupational Safety and Health Act 1984*; and
 - (iii) all additional statutory obligations affecting the Employer/Employee relationship.

55. PHASED RETIREMENT

- 55.1. An Employee who attains the age of fifty-five (55) years or over may seek to phase into retirement as agreed with their Employer in accordance with the Parliament's Policy and Guidelines. Agreement will not be withheld unreasonably.
- 55.2. An Employee seeking to enter into phased retirement whose regular hours of duty are 37.5 hours per week, may seek to reduce those hours to undertake part-time employment as a percentage of a 37.5 hour week.

56. CONSULTATION

- 56.1. This clause shall be read in conjunction with clause 39, *Establishment of Consultative Mechanisms*, of the Award.
- 56.2. The parties recognise the need for effective communication to improve the business/operational performance and working environment in the departments. The parties acknowledge that decisions will continue to be made by the Employer, who is responsible for the effective and efficient operation of the Parliament.
- 56.3. The parties agree that:
- (a) where the Employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of the Employees, the Union(s) and Employees affected shall be notified by the Employer as early as possible;
 - (b) for the purposes of such discussion, the Employer shall provide to the Employees concerned relevant information about the changes, including the nature of the changes on the Employees, provided that the Employer shall not be required to disclose any confidential information; and
 - (c) in the context of such discussion, the Union(s) and Employees are able to contribute to the decision making process.

57. UNION FACILITIES FOR UNION REPRESENTATIVES

- 57.1. The Employer recognises the rights of the Union(s) to organise and represent its members. Union representatives have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing members' interests in the workplace and Parliament.
- 57.2. The Employer recognises that, under the Union's rules, Union representatives are delegates representing members within a specific work site.
- 57.3. The Employer will recognise Union representatives in the workplace and will allow them to carry out their role and functions.
- 57.4. The Union(s) will advise the Employer in writing of the names of the Union(s) representatives in the Parliament.
- 57.5. The Employer shall recognise the authorisation of each Union representative in the Parliament and shall provide them with the following:
- (a) Paid time off from normal duties to perform their functions as a Union representative such as organising, recruiting, individual grievance handling, collective bargaining and involvement in the electorate delegates committee and to attend Union business in accordance with clause 34, Leave to attend Union Business, of the Award.
 - (b) Access to facilities required for the purpose of carrying out their duties. Facilities may include, but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the department and shall be in accordance with normal Parliament protocols.
 - (c) A noticeboard for the display of Union(s) materials including broadcast e-mail facilities.

- (d) Paid access to periods of leave for the purpose of attending Union training courses in accordance with clause 38, Trade Union Training Leave, of the Public Service Award 1992.
 - (e) Notification of the commencement of new Employees, and as part of their induction, time to discuss the benefits of Union membership with them.
 - (f) Access to awards, agreements, policies and procedures.
 - (g) Access to information on matters affecting Employees in accordance with clause 56, *Consultation*, of the General Agreement.
- 57.6. The Employer recognises that it is paramount that Union representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a Union representative.

58. UNION GENERAL/DELEGATE MEETINGS FOR PSSES

- 58.1. Subject to reasonable notice and prior arrangement with the Employer, PSSEs will be granted paid time off to attend quarterly general meetings of up to one (1) hour on site with the Union. Where the site meeting exceeds one (1) hour, such meetings will be without pay for the period of the meeting that exceeds one (1) hour.
- 58.2. PSSE delegates will be able to attend paid quarterly delegate meetings of up to two (2) hours' duration with additional time allocated for travel.

PART 8: MISCELLANEOUS

59. SUPPORTED WAGE

Workers Eligible for a Supported Wage

- 59.1. This clause defines the conditions that will apply to Employees who, because of the effects of a disability, are eligible for a supported wage under the terms of the General Agreement. In the context of this clause, the following definitions will apply:
- (a) “**Supported Wage System**” means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process";
 - (b) “**Accredited Assessor**” means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessment of an individual's productive capacity within the Supported Wage System;
 - (c) “**Disability Support Pension**” means the commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme; and
 - (d) “**Assessment Instrument**” means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

Eligibility Criteria

- 59.2. Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under the General Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension. (This clause does not apply to any existing Employee who has a claim against the Employer that is subject to the provisions of workers' compensation legislation or any provision of the General Agreement relating to the rehabilitation of Employees who are injured in the course of their current employment).
- 59.3. This clause also does not apply to Employers in respect of their facility, program, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual

role of service provider and sheltered Employer to people with disabilities who are in receipt of or eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s10 or s12A of the *Act*, or if a part only has received recognition, that part.

Supported Wage Rates

59.4. Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by the General Agreement for the class of work which the person is performing according to the following schedule:

59.5.

| Assessed Capacity 59.6 | % of Prescribed General Agreement Rate |
|------------------------|----------------------------------------|
| 10%* | 10% |
| 20% | 20% |
| 30% | 30% |
| 40% | 40% |
| 50% | 50% |
| 60% | 60% |
| 70% | 70% |
| 80% | 80% |
| 90% | 90% |

(Provided that the minimum amount payable shall be not less than sixty one dollars (\$61) per week.)

*Where a person’s assessed capacity is 10%, they shall receive a high degree of assistance and support.

Assessment of Capacity

59.6. For the purpose of establishing the percentage of the General Agreement rate to be paid to the Employees, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (a) The Employer and the Union(s), in consultation with the Employee, or if desired by any of these; or
- (b) The Employer and an Accredited Assessor from a panel agreed by the parties to the General Agreement and the Employee.

Lodgement of Assessment Instruments

59.7. All assessment instruments under the conditions of this clause, including the appropriate percentage of the General Agreement wage rate to be paid to the Employee, shall be lodged by the Employer with the Registrar of the WAIRC.

59.8. All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the Union(s) is not a party to the assessment, it shall be referred by the Registrar to the Union(s) by certified mail and shall take effect unless an objection is notified to the Registrar within ten (10) working days.

Review of Assessment

59.9. The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

Other Terms and Conditions of Employment

59.10. Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other Employees covered by the General Agreement paid on a pro rata basis.

Workplace Adjustment

59.11. An Employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other Employees in the area.

Trial Period

59.12. In order for an adequate assessment of the Employee's capacity to be made, the Employer may employ a person under the provisions of this clause for a trial period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding four (4) weeks) may be needed.

59.13. During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

59.14. The minimum amount payable to the Employee during the trial period shall be no less than sixty one dollars (\$61) per week.

59.15. Work trials should include induction or training as appropriate to the job being trialled.

59.16. Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause 59.5 of this clause.

60. TRAINEESHIPS

60.1. Trainees are to be additional to the normal work force of the Employer so that trainees shall not replace paid workers or volunteers or reduce the hours worked by existing Employees.

60.2. Training Conditions

The arrangements between the Employer and the trainee in relation to training are as specified in the Traineeship Training Agreement, as administered by the Department of Training and Workforce Development.

60.3. Employment Conditions

- (a) The initial period of employment for trainees is the nominal training period endorsed at the time the particular traineeship is established;
- (b) Completion of the traineeship scheme will not guarantee the trainee future employment in the Parliament, but the Employer will cooperate to assist the trainee to be placed in suitable employment, should a position arise;
- (c) Trainees are permitted to be absent from work without loss of continuity of employment to attend off-the-job training in accordance with the training plan. However, except for absences provided for under this General Agreement and the Award, failure to attend for work or training without an acceptable cause will result in loss of pay for the period of the absence; and
- (d) Overtime and shift work shall not be worked by trainees except to enable the requirements of the training to be effected. When overtime and shift work are worked, the relevant allowances and penalties of the Award based on the training wage stated in subclause 60.4 of this clause will apply. No trainee shall work overtime or shift work on their own.

60.4. Wages

The salaries or wages applicable to trainees shall be as prescribed in the National Training Wage Award 2000 for Employees up to and including twenty (20) years of age. Adult trainees will be paid the rate prescribed under the *Minimum Conditions of Employment Act 1993* for the minimum weekly rate of pay for Employees twenty-one (21) or more years of age.

60.5. Definitions

- (a) **“Part-time trainee”** means a trainee who is employed for less than thirty seven and a half (37.5) hours per week; reasonably regular hours are worked each week; and wages and entitlements accrue on a pro rata basis.
- (b) **“Traineeship”** means a full-time or part-time structured employment based training arrangement approved by the Western Australian Department of Training and Workforce Development where the trainee gains work experience and has the opportunity to learn new skills in a work environment. On successful completion of the traineeship, the trainee obtains a nationally recognised qualification.
- (c) **“Traineeship Training Agreement”** means the agreement between the Employer and the trainee that provides the training conditions for the traineeship and is registered with the Western Australian Department of Training and Workforce Development.

61. WORKING WITH CHILDREN CHECKS

- 61.1. Where an Employee is obliged to obtain a working with children check in accordance with the *Working With Children (Criminal Record Checking) Act 2004*, payment for the check shall be as follows:
 - (a) The Employer must pay the cost for an Employee obliged to obtain a working with children check after their employment has already commenced.
 - (b) An Employer must pay the cost for an Employee’s working with children check renewals.
- 61.2. The provisions of this clause apply to all Employees, including fixed term contract and casual Employees.

62. TRAINING AND DEVELOPMENT

- 62.1. Access to training is a fundamental element of the process of achieving a total service culture. Training of Employees with special expertise to train others in areas such as skills development, introduction of new technologies and on-the-job training will be part of this process. Staff development and review processes will be closely connected to Employee development, training requirements and career opportunities.
- 62.2. The Employer will conduct a training needs analysis and develop an annual training program for Employees. Training resources will be allocated and programs developed for each work area. The recommendations of the training needs analysis will be a prime determinant in the allocation of resources and the development of training programs. Priority of allocation of training resources will be dependent on budgetary constraints and strategic objectives.
- 62.3. The Employer will be responsible for implementing training initiatives.
- 62.4. The Employee may, at any time, request training and/or professional development.
- 62.5. The parties and Employees acknowledge that training is a joint commitment of management and staff.

63. OCCUPATIONAL SAFETY AND HEALTH

- 63.1. The Employers are committed to providing a safe and healthy working environment for all their Employees.
- 63.2. Policies consistent with the relevant principles of the *Occupational Safety and Health Act 1984* will continue to be developed.
- 63.3. All new Employees will participate in an appropriate induction program including an introduction to relevant Occupational Safety and Health standards.

64. EQUAL EMPLOYMENT OPPORTUNITY

- 64.1. The Employers are committed to equal employment opportunity principles.
- 64.2. Policies consistent with relevant equal employment opportunity principles will continue to be developed.
- 64.3. The Code of Conduct contained in Schedule 2, Code of Conduct for Employees of the Parliament of Western Australia, applies to all Employees who are subject to the General Agreement.

PART 9: DISPUTE SETTLEMENT PROCEDURE

65. DISPUTE SETTLEMENT PROCEDURE

Employee/Employer Disputes

- 65.1. Any questions, difficulties or disputes arising under this General Agreement of Employees bound by the Agreement shall be dealt with in accordance with this clause.
- 65.2. The Employee(s) and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three (3) working days.
- 65.3. If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three (3) working days.
- 65.4. If the dispute is still not resolved, it may be referred by the Employee(s) or union representative to the Employer or his/her nominee.
- 65.5. Where the dispute cannot be resolved within five (5) working days of the union representatives' referral of the dispute to the Employer or his/her nominee, either party may refer the matter to the WAIRC.
- 65.6. The period for resolving a dispute may be extended by agreement between the parties.
- 65.7. At all stages of the procedure the Employee may be accompanied by a union representative.

Parties to General Agreement

- 65.8. Any questions, difficulties or disputes arising under this General Agreement between the parties may be referred by either party to the WAIRC for conciliation and, where appropriate, arbitration.

PART 10: SIGNATURE OF PARTIES

66. SIGNATURES OF PARTIES

Date
Toni Walkington
General Secretary
The Civil Service Association of Western Australia (Inc)

Date
Karma Lord
Assistant Secretary
United Voice Western Australia
Western Australian Branch

Date
Paul Murphy
CEO (MEAA) for and on behalf of the Media Entertainment and Arts Alliance of Western Australia
(Union of Employees)

Date
The Hon. Kate Doust MLC
President of the Legislative Council

Date
The Hon. Peter Watson MLA
Speaker of the Legislative Assembly

PART 11: SCHEDULES

SCHEDULE 1A: (SALARIES) PARLIAMENTARY OFFICERS

| Levels | Current (2016) Rates | 2017 Rates | 2018 Rates |
|---------------------|-----------------------------|---------------------|---------------------|
| | | \$1,000 | \$1,000 |
| | 13 June 2016 | 13 June 2017 | 13 June 2018 |
| | \$ pa | \$ pa | \$ pa |
| Level 1 | | | |
| Under 17 Yrs | 23,869 | 24,869 | 25,869 |
| 17 Yrs | 28,504 | 29,504 | 30,504 |
| 18 Yrs | 33,139 | 34,139 | 35,139 |
| 19 Yrs | 37,776 | 38,776 | 39,776 |
| 20 Yrs | 42,409 | 43,409 | 44,409 |
| 1.1 | 46,349 | 47,349 | 48,349 |
| 1.2 | 48,930 | 49,930 | 50,930 |
| 1.3 | 50,315 | 51,315 | 52,315 |
| 1.4 | 51,742 | 52,742 | 53,742 |
| 1.5 | 53,136 | 54,136 | 55,136 |
| 1.6 | 54,698 | 55,698 | 56,698 |
| 1.7 | 55,781 | 56,781 | 57,781 |
| 1.8 | 57,376 | 58,376 | 59,376 |
| | | | |
| Level 2.1 | 59,172 | 60,172 | 61,172 |
| 2.2 | 60,781 | 61,781 | 62,781 |
| 2.3 | 62,482 | 63,482 | 64,482 |
| 2.4 | 64,256 | 65,256 | 66,256 |
| | | | |
| Level 3.1 | 67,896 | 68,896 | 69,896 |
| 3.2 | 69,781 | 70,781 | 71,781 |
| 3.3 | 71,723 | 72,723 | 73,723 |
| 3.4 | 73,717 | 74,717 | 75,717 |
| | | | |
| Level 4.1 | 76,452 | 77,452 | 78,452 |
| 4.2 | 78,593 | 79,593 | 80,593 |
| 4.3 | 80,797 | 81,797 | 82,797 |
| | | | |
| Level 5.1 | 85,047 | 86,047 | 87,047 |
| 5.2 | 87,915 | 88,915 | 89,915 |
| 5.3 | 90,896 | 91,896 | 92,896 |
| 5.4 | 93,994 | 94,994 | 95,994 |
| | | | |
| Level 6.1 | 98,966 | 99,966 | 100,966 |
| 6.2 | 102,350 | 103,350 | 104,350 |
| 6.3 | 105,853 | 106,853 | 107,853 |
| 6.4 | 109,590 | 110,590 | 111,590 |

| Levels | Current (2016) Rates | 2017 Rates | 2018 Rates |
|------------------|-----------------------------|---------------------|---------------------|
| | | \$1,000 | \$1,000 |
| | 13 June 2016 | 13 June 2017 | 13 June 2018 |
| | \$ pa | \$ pa | \$ pa |
| Level 7.1 | 115,725 | 116,725 | 117,725 |
| 7.2 | 119,701 | 120,701 | 121,701 |
| 7.3 | 124,033 | 125,033 | 126,033 |
| Level 8.1 | 131,296 | 132,296 | 133,296 |
| 8.2 | 136,348 | 137,348 | 138,348 |
| 8.3 | 142,609 | 143,609 | 144,609 |
| Level 9.1 | 150,689 | 151,689 | 152,689 |
| 9.2 | 155,981 | 156,981 | 157,981 |
| 9.3 | 162,015 | 163,015 | 164,015 |
| Class 1 | 171,438 | 172,438 | 173,438 |
| Class 2 | 180,588 | 181,588 | 182,588 |
| Class 3 | 189,725 | 190,725 | 191,725 |
| Class 4 | 198,869 | 199,869 | 200,869 |

SCHEDULE 1B: (WAGES) PARLIAMENTARY SUPPORT SERVICES EMPLOYEES

| Levels | Current (2016) Rates | 2017 Rates | 2018 Rates |
|----------------------------------------------|---------------------------------|-------------------------|-------------------------|
| | | \$1,000 | \$1,000 |
| | 13 June 2016 | 13 June 2017 | 13 June 2018 |
| | \$ Per Fortnight | \$ Per Fortnight | \$ Per Fortnight |
| Head Chef Year 1 (inclusive of allowance) | 2,603.62 | 2,665.46 | 2,703.80 |
| Head Chef Year 2 (inclusive of allowance) | 2,631.04 | 2,692.88 | 2,731.22 |
| Head Chef Year 3 (inclusive of allowance) | 2,659.35 | 2,721.199 | 2,759.53 |
| Head Chef Year 4 (inclusive of allowance) | 2,683.18 | 2,745.022 | 2,783.36 |
| | | | |
| Sous Chef Year 1 (inclusive of allowance) | 2,393.54 | 2,439.48 | 2,477.82 |
| Sous Chef Year 2 (inclusive of allowance) | 2,469.43 | 2,519.57 | 2,557.91 |
| Sous Chef Year 3 (inclusive of allowance) | 2,497.45 | 2,547.599 | 2,585.93 |
| Sous Chef Year 4 (inclusive of allowance) | 2,521.08 | 2,571.22 | 2,609.56 |
| | | | |
| Assistant Dining Room Manager Year 1 | 2,349.98 | 2,388.31 | 2,426.65 |
| Assistant Dining Room Manager Year 2 | 2,425.65 | 2,463.99 | 2,502.33 |
| Assistant Dining Room Manager Year 3 | 2,453.14 | 2,491.48 | 2,529.82 |
| Assistant Dining Room Manager Year 4 | 2,476.31 | 2,514.63 | 2,552.97 |
| | | | |
| Head Gardener Year 1 | 2,265.33 | 2,303.66 | 2,341.99 |
| Head Gardener Year 2 | 2,287.01 | 2,325.35 | 2,363.69 |
| Head Gardener Year 3 | 2,305.37 | 2,343.72 | 2,382.06 |
| Head Gardener Year 4 | 2,328.45 | 2,366.80 | 2,405.14 |
| | | | |
| Chef Year 1 | 2,214.41 | 2,252.74 | 2,291.08 |
| Chef Year 2 | 2,240.51 | 2,278.85 | 2,317.19 |
| Chef Year 3 | 2,267.46 | 2,305.80 | 2,344.14 |
| Chef Year 4 | 2,290.19 | 2,328.54 | 2,366.88 |
| | | | |
| President's Attendant Year 1 | 2,214.41 | 2,252.74 | 2,291.08 |
| President's Attendant Year 2 | 2,240.51 | 2,278.85 | 2,317.19 |
| President's Attendant Year 3 | 2,267.46 | 2,305.80 | 2,344.14 |
| President's Attendant Year 4 | 2,290.19 | 2,328.54 | 2,366.88 |

| Levels | Current (2016) Rates | 2017 Rates | 2018 Rates |
|-------------------------------------------|---------------------------------|-------------------------|-------------------------|
| | | \$1,000 | \$1,000 |
| | 13 June 2016 | 13 June 2017 | 13 June 2018 |
| | \$ Per Fortnight | \$ Per Fortnight | \$ Per Fortnight |
| Speaker's Attendant Year 1 | 2,214.41 | 2,252.74 | 2,291.08 |
| Speaker's Attendant Year 2 | 2,240.51 | 2,278.85 | 2,317.19 |
| Speaker's Attendant Year 3 | 2,267.46 | 2,305.80 | 2,344.14 |
| Speaker's Attendant Year 4 | 2,290.19 | 2,328.54 | 2,366.88 |
| | | | |
| Bar Attendant Year 1 | 2,147.97 | 2,186.30 | 2,224.64 |
| Bar Attendant Year 2 | 2,173.29 | 2,211.64 | 2,249.98 |
| Bar Attendant Year 3 | 2,199.45 | 2,237.79 | 2,276.13 |
| Bar Attendant Year 4 | 2,221.46 | 2,259.80 | 2,298.13 |
| | | | |
| Storeperson Year 1 | 2,147.97 | 2,186.30 | 2,224.64 |
| Storeperson Year 2 | 2,173.29 | 2,211.64 | 2,249.98 |
| Storeperson Year 3 | 2,199.45 | 2,237.79 | 2,276.13 |
| Storeperson Year 4 | 2,221.46 | 2,259.80 | 2,298.13 |
| | | | |
| Tradesperson Cook Year 1 | 2,062.98 | 2,101.30 | 2,139.64 |
| Tradesperson Cook Year 2 | 2,081.20 | 2,119.55 | 2,157.89 |
| Tradesperson Cook Year 3 | 2,096.99 | 2,135.31 | 2,173.65 |
| Tradesperson Cook Year 4 | 2,117.98 | 2,156.32 | 2,194.66 |
| | | | |
| Cafeteria Manager Year 1 | 2,062.98 | 2,101.30 | 2,139.64 |
| Cafeteria Manager Year 2 | 2,081.20 | 2,119.55 | 2,157.89 |
| Cafeteria Manager Year 3 | 2,096.99 | 2,135.31 | 2,173.65 |
| Cafeteria Manager Year 4 | 2,117.98 | 2,156.32 | 2,194.66 |
| | | | |
| Senior Yardman/Cleaner Year 1 | 1,913.32 | 1,951.67 | 1,990.01 |
| Senior Yardman/Cleaner Year 1 | 1,933.30 | 1,971.64 | 2,009.98 |
| Senior Yardman/Cleaner Year 1 | 1,949.95 | 1,988.28 | 2,026.62 |
| Senior Yardman/Cleaner Year 1 | 1,969.44 | 2,007.80 | 2,046.13 |
| | | | |
| Cook Year 1 | 1,897.94 | 1,936.29 | 1,974.63 |
| Cook Year 2 | 1,917.99 | 1,956.35 | 1,944.68 |
| Cook Year 3 | 1,935.72 | 1,974.06 | 2,012.40 |
| Cook Year 4 | 1,955.16 | 1,933.50 | 2,031.83 |
| | | | |
| Waitperson/Relieving Bar Attendant Year 1 | 1,880.93 | 1,919.27 | 1,957.61 |
| Waitperson/Relieving Bar Attendant Year 2 | 1,901.11 | 1,939.44 | 1,977.78 |
| Waitperson/Relieving Bar Attendant Year 3 | 1,920.55 | 1,958.88 | 1,997.21 |
| Waitperson/Relieving Bar Attendant Year 4 | 1,939.13 | 1,977.47 | 2,015.81 |
| | | | |

| Levels | Current (2016) Rates | 2017 Rates | 2018 Rates |
|----------------------------|---------------------------------|-------------------------|-------------------------|
| | | \$1,000 | \$1,000 |
| | 13 June 2016 | 13 June 2017 | 13 June 2018 |
| | \$ Per Fortnight | \$ Per Fortnight | \$ Per Fortnight |
| Canteen Attendant Year 1 | 1,880.93 | 1,919.27 | 1,957.61 |
| Canteen Attendant Year 2 | 1,901.11 | 1,939.44 | 1,977.78 |
| Canteen Attendant Year 3 | 1,920.55 | 1,958.88 | 1,997.21 |
| Canteen Attendant Year 4 | 1,939.13 | 1,977.47 | 2,015.81 |
| | | | |
| Waitperson Year 1 | 1,837.07 | 1,875.41 | 1,913.75 |
| Waitperson Year 2 | 1,856.28 | 1,894.62 | 1,932.96 |
| Waitperson Year 3 | 1,872.24 | 1,910.57 | 1,948.91 |
| Waitperson Year 4 | 1,890.96 | 1,929.32 | 1,967.66 |
| | | | |
| Yardman/Cleaner Year 1 | 1,837.07 | 1,875.41 | 1,913.75 |
| Yardman/Cleaner Year 2 | 1,856.28 | 1,894.62 | 1,932.96 |
| Yardman/Cleaner Year 3 | 1,872.24 | 1,910.57 | 1,948.91 |
| Yardman/Cleaner Year 4 | 1,890.96 | 1,929.32 | 1,967.66 |
| | | | |
| Senior Kitchen Hand Year 1 | 1,801.06 | 1,839.41 | 1,877.75 |
| Senior Kitchen Hand Year 2 | 1,819.88 | 1,858.24 | 1,896.58 |
| Senior Kitchen Hand Year 3 | 1,835.55 | 1,873.88 | 1,912.22 |
| Senior Kitchen Hand Year 4 | 1,853.88 | 1,892.20 | 1,930.54 |
| | | | |
| Gardeners Year 1 | 1,801.06 | 1,839.41 | 1,877.75 |
| Gardeners Year 2 | 1,819.88 | 1,858.24 | 1,896.58 |
| Gardeners Year 3 | 1,835.55 | 1,873.88 | 1,912.22 |
| Gardeners Year 4 | 1,853.88 | 1,892.20 | 1,930.54 |
| | | | |
| Kitchen Hand Year 1 | 1,729.29 | 1,767.64 | 1,805.98 |
| Kitchen Hand Year 2 | 1,748.83 | 1,787.16 | 1,825.50 |
| Kitchen Hand Year 3 | 1,765.22 | 1,803.57 | 1,841.90 |
| Kitchen Hand Year 4 | 1,782.84 | 1,821.16 | 1,859.50 |

SCHEDULE 1C: (SPECIFIED CALLINGS) SALARIES

| Levels | Current (2016) Rates | 2017 Rates | 2018 Rates |
|------------------|-----------------------------|---------------------|---------------------|
| | | \$1,000 | \$1,000 |
| | 13 June 2016 | 13 June 2017 | 13 June 2018 |
| | \$ pa | \$ pa | \$ pa |
| Level 1 | | | |
| 1st Year | 65,165 | 66,165 | 67,165 |
| 2nd Year | 68,597 | 69,597 | 70,597 |
| 3rd Year | 72,405 | 73,405 | 74,405 |
| 4th Year | 77,164 | 78,164 | 79,164 |
| 5th Year | 84,542 | 85,542 | 86,542 |
| 6th Year | 89,345 | 90,345 | 91,345 |
| | | | |
| Level 2.1 | 91,548 | 92,548 | 93,548 |
| 2.2 | 94,634 | 95,634 | 96,634 |
| 2.3 | 97,845 | 98,845 | 99,845 |
| 2.4 | 101,179 | 102,179 | 103,179 |
| | | | |
| Level 3.1 | 106,533 | 107,533 | 108,533 |
| 3.2 | 110,176 | 111,176 | 112,176 |
| 3.3 | 113,944 | 114,944 | 115,944 |
| 3.4 | 117,969 | 118,969 | 119,969 |
| | | | |
| Level 4.1 | 121,885 | 122,885 | 123,885 |
| 4.2 | 126,074 | 127,074 | 128,074 |
| 4.3 | 130,636 | 131,636 | 132,636 |
| | | | |
| Level 5.1 | 138,046 | 139,046 | 140,046 |
| 5.2 | 143,358 | 144,358 | 145,358 |
| 5.3 | 149,940 | 150,940 | 151,940 |
| | | | |
| Level 6.1 | 158,164 | 159,164 | 160,164 |
| 6.2 | 163,719 | 164,719 | 165,719 |
| 6.3 | 170,055 | 171,055 | 172,055 |
| | | | |
| Level 7 | 179,637 | 180,637 | 181,637 |
| Level 8 | 189,220 | 190,220 | 191,220 |
| Level 9 | 198,794 | 199,794 | 200,794 |
| Level 10 | 208,375 | 209,375 | 210,375 |

SCHEDULE 2: CODE OF CONDUCT FOR EMPLOYEES OF THE PARLIAMENT OF WESTERN AUSTRALIA

Introduction

This Code of Conduct outlines the standard of behaviour expected of all Employees of the Parliament. It is designed to help you understand your responsibilities and obligations, and provide guidance if you are faced with an ethical dilemma or conflict of interest in your work. In committing itself to this Code of Conduct the Employers will provide the support and backing necessary to give Employees the confidence to act in conformity with the Code.

Please familiarise yourself with this Code and observe its provisions.

A code of conduct cannot cover every situation. If you are unsure of the appropriate action to take in a particular situation, discuss the matter with your colleagues, supervisor or your Head of Department. This may include acting on behaviour that you believe violates any law, rule or regulation, or represents gross mismanagement, or endangers public health or safety.

Personal and Professional Behaviour

How should I serve the Parliament?

You have a principal responsibility to provide effective apolitical support and assistance, and a relevant and timely service to the Parliament, its members, their staff, committees and members of the public. You may hold views on particular matters that differ from those of the elected Government or the Opposition, but such views must not interfere with the performance of your duties. This does not include industrial action relating to terms and conditions of employment. Provide a service to the Parliament regardless of which political party or parties are in office. Act in the best interests of the Parliament rather than for the benefit of sectional interests. Endeavour to provide assistance in a proactive manner.

What is expected of me?

Your supervisor is obliged to ensure that instructions given to you are ethical, lawful and reasonable. You are expected to promptly and correctly carry out duties pertaining to your position or any other duty that you are lawfully expected to perform.

If you have grounds for complaint, whether ethical or otherwise, arising out of those directions, you should discuss and attempt to resolve the matter with your supervisor. If you are still dissatisfied, you may lodge a personal grievance to have the matter resolved. You must continue to carry out any lawful directions that you may be given until the matter is resolved.

Act with propriety and be able to demonstrate this in relation to any advice or service you give. You must be able to justify any decisions you make.

Regularly review the way you carry out your duties in an effort to identify improvements to administrative systems and procedures to achieve optimal effectiveness, efficiency and responsiveness.

Strive to attain value for public money, and avoid waste and extravagance in the use of public resources.

Use organisational facilities and other physical resources for their proper purpose and maintain them properly.

Obtain approval from your supervisor for the use of facilities such as computers, printers and photocopiers for study or other legitimate, non-profit purposes.

Where possible you must seek prior approval before being absent from duty. If you are unable to attend or you wish to be released from duty owing to unforeseen circumstances, you should ensure that the appropriate Employee is notified at the earliest opportunity. If you are absent (perhaps because of illness), you must attempt to report your absence to your supervisor prior to the time you are expected to commence duty, but certainly as soon as possible.

Your activities outside working hours must not diminish public confidence in the Western Australian Parliament or your ability to perform your duties.

How can we help to ensure a safe working environment?

Employer's Responsibility

An Employer must as far as practicable provide and maintain a working environment where Employees are not exposed to hazards.

Employees have the right to refuse to work in a situation where they are at risk of injury or their health may be adversely affected.

Employee's Responsibility

Employees must take reasonable care to ensure their own health and safety and to avoid adversely affecting the health or safety of any other person in the workplace through any act or omission.

Any occupational hazard or accident resulting in injury should be reported to your supervisor immediately. Incidents or hazards, which may initially seem minor, should be reported in writing, as they may worsen with time. Accidents involving motor vehicles during working hours must be reported to your supervisor immediately.

If you are concerned about any aspect of safety in the workplace, contact your supervisor or manager.

How am I protected against discrimination and harassment?

The Employers consider it the right of every individual to be treated fairly and with respect and to carry out their job in an environment which promotes job satisfaction, maximises productivity, and provides economic security. Such an environment is dependent on Employees being free of all forms of harassment and victimisation. You must not harass anyone (sexually or otherwise) or discriminate on the grounds of, for instance, sex; sexual preference; age; marital status; pregnancy; the state of being a parent, childless or a de facto spouse; race; colour; national extraction; lawful religious or political belief or activity; or mental or physical impairment. The principles of the Western Australian and the Commonwealth equal employment opportunity and anti-discrimination legislation are fully supported.

Can I consume alcohol or use drugs while at work?

The consumption of alcohol or the improper use of other substances must not adversely affect your work performance or official conduct. The use of illegal drugs or substances is not permitted.

Can I smoke while at work?

The Parliament has a policy which, broadly speaking, promotes the workplace as a non-smoking area. Your Departmental Head will have a copy of the guidelines.

What should I do if I am charged with a criminal offence?

Any criminal offence of which you have been found guilty either prior to commencing, or during your parliamentary employment, except where the offence is covered by a prescribed spent convictions scheme, must be reported to your Head of Department. If you are charged with any criminal offence punishable by imprisonment during your parliamentary employment, immediately advise your Head of Department.

How should I handle intellectual property?

Intellectual property can be some original research, training program, computer program or document which an officer produces in the course of their duties. Since the Parliament has funded the officer's time during the development of the intellectual property, the rights and benefits from that intellectual property should accrue to the Parliament.

What happens if I attend court?

Should you be summoned or called as a witness or juror in a court of law or any legally constituted inquiry, advise your Head of Department immediately and, unless otherwise exempted, attend the court or inquiry as specified.

Some staff may be exempted from jury duty under the *Juries Act 1957*. The sittings of the Parliament have a greater priority to your services than the courts and an excuse from service, for that reason, may be sought by your Head of Department during sitting periods.

If attending in an official capacity, under a subpoena or order, to give evidence or to produce papers in any court, you are required to pay any fees you receive to your Departmental budget. Provide an account and vouchers of all the necessary expenses, if any, incurred in the performance of such duty to your Head of Department.

Can I participate in seminars and related activities?

Obtain the prior approval of your Head of Department before addressing or chairing seminars organised by professional conference organisers.

Pay any fee received for any seminar participation in your professional capacity to your Departmental budget, unless you are specifically exempted in writing from this requirement by your Head of Department.

Can I keep fees for the performance of official duties?

No. You may receive a fee for performing a function as part of your official duties, such as lecture fees or as a result of your employment in the Parliament. This fee must be paid into your Departmental budget.

Can I accept gifts and favours?

You should not seek or accept favours or gifts, unless of a token nature, for services performed in connection with your official duties. Included in this category are gifts in kind, such as free accommodation or travel or entertainment vouchers whether for you or members of your family. The general principle to be followed is that you should not seek or accept favours or gifts from anyone who could benefit by influencing you.

How can I prevent patronage or favouritism?

You must not use your position to obtain a private benefit for someone else. Your decisions must not be improperly influenced by family or other personal relationships.

How should I handle financial matters?

Ensure that in financial matters, including the handling of moneys, there is full accountability in relation to any advice or transaction in which you may be involved. If you have financial responsibilities, observe the relevant legislative and regulatory requirements.

Use and Release of Information

Can I make a public comment?

Public comment includes public speaking engagements, comments on radio and television and expressing views in letters to the newspapers or in books, journals or notices where it might be expected that the publication or circulation of the comment will spread to the community at large.

As a member of the community, you have the right to make public comment and enter into public debate on political and social issues. However, there are circumstances in which public comment is inappropriate, unless specifically authorised by the Presiding Officers or the Head of your Department. No comment is to be made on any matter to do with your work or the work of the Parliament without the express approval of your Head of Department. These include circumstances where:

the implication that the public comment, although made in a private capacity, is in some way an official comment on Government/Opposition policy or programs; and

an Employee is directly involved in advising or directing the implementation or administration of policy, and public comment would compromise the Employee's ability to do so.

Any public comment or behaviour should not compromise your ability to serve the Parliament in an apolitical manner.

How should I handle official information?

You must not use or communicate official information for other than official purposes without the permission of your Head of Department (except where such information has already been made available officially to the public). This includes leaking information to the media. You must not take improper advantage of any information gained in the course of your employment. You may disclose official information that is normally given to members of the public seeking that information. However, if you are in any doubt when responding to a request for information, you should seek advice from your Head of Department.

Only disclose other official information or documents acquired in the course of your parliamentary employment when required to do so by law, in the course of duty, when called to give evidence in court, or when proper authority has been given. In such cases your comments should be confined to factual information and should not express opinion on official policy or practice.

If required to give evidence in court on parliamentary matters, seek the advice of your Head of Department or Presiding Officer on whether or not parliamentary privilege applies to any evidence which you might otherwise give.

If you believe an aspect of policy or administration may have unforeseen consequences or otherwise requires review, then bring it to the attention of your supervisor or other appropriate authority.

How should I treat private information?

It may be that you have access to personal information relating to other Employees or members of the public. This information will have been provided to your Department on the understanding that it will be used only for a specific purpose and will remain confidential.

You must store this information securely, and not disclose it to any person except in the course of your official duties.

Unethical Behaviour

What should I do about unethical behaviour?

Report any unethical behaviour or wrongdoing by any other Employee to an appropriate senior officer. This may include behaviour that you believe violates any law, rule or regulation, or represents gross mismanagement, or is a danger to public health or safety.

You will be protected against discrimination for reporting unethical behaviour or wrongdoing unless your allegation is both false and not made in good faith.

Corruption

What is corruption in the workplace?

The *Australian Legal Dictionary* describes corruption as “generally any conduct, where in return for a consideration, a person does or neglects to do, an act in contravention of his or her public duties”.

Corruption in the workplace is a very serious matter. If you think corruption has occurred or is occurring in the workplace, you are obliged to report it. The *Corruption and Crime Commission Act 2003* provides a mechanism for reporting corrupt activities. Anyone in the community can report matters to the Corruption and Crime Commission (CCC). The details of such reports are kept confidential. The reporting of corrupt activities is an extremely sensitive issue and the CCC may be contacted for advice on the procedures involved.

Parliamentary Committees

How should I give information and evidence to Parliamentary Committees?

If you are asked to appear before a Parliamentary Committee you should inform your Head of Department. Information sought by Committees should be provided subject to direction given by the Presiding Officers or your Head of Department. Official witnesses should be co-operative and frank when giving factual information. You are not expected to answer questions:

seeking your personal views on Government or Opposition policy;

seeking details of matters relating to a decision or possible decision of the Presiding Officers, unless those details have already been made public or the giving of such evidence has been approved; or

requiring a personal judgment on the administration of the Western Australian Parliament.

If you are directed to answer a question falling within the coverage of the categories listed above, seek a deferral until you can discuss the matter with the Presiding Officers or your Head of Department as appropriate. Alternatively, you can request that the answer to the particular question be reserved for submission in writing.

Conflict of Interest

How can I avoid a conflict of interest?

A conflict of interest with official duties may arise for various reasons and, as an individual, you may have private interests that from time to time conflict with your duties as a Parliamentary Employee. However, there is a reasonable public expectation that where such conflict occurs it will be resolved in favour of the public interest rather than your own.

Disclose potential conflicts of interest to your supervisor or Head of Department when dealing in the course of official duties with relatives, close friends or business acquaintances.

You should neither buy nor sell shares in a company at a time when you possess confidential information gained by your employment that could, if publicly disclosed, affect the value of such shares.

It is not possible to define all potential areas of conflict of interest and if you are in doubt as to whether a conflict exists, seek advice from your Head of Department. In some circumstances, the appearance of a conflict of interest could itself jeopardise your public integrity. You are required to declare to your Head of Department any conflict of interest that arises or is likely to arise. You should stand down from any decision making process where such a conflict might occur.

Immediately report to your Head of Department any circumstances where an offer of a benefit or gift is made, regardless of whether it is accepted, if you think that such circumstances involve an attempt to induce favoured treatment.

Where a gift is given without your prior knowledge or consent or where a gift is given as a token of goodwill to the State, inform your Head of Department as soon as possible. Gifts of more than token value remain the property of the Department.

Organisations vary in their policies on accepting gifts and benefits depending on the nature of their business. It is expected, however, that token gifts in the nature of souvenirs, mementos or symbolic items of low material value may be accepted in circumstances approved by your Head of Department.

Outside Employment

Can I also work outside the Parliament?

You must not engage in outside employment or in the conduct of a business, trade or profession if it will or may result in a conflict of interest or adversely affect your work performance or official conduct. You must inform your Head of Department of any outside employment or business, trade or profession that you are engaged in or intend engaging in.