

Parliamentary Employees Award 1989

PART 1 AWARD STRUCTURE

1. - TITLE

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

2. - ARRANGEMENT

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3. - SCOPE

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

4. - TERM

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

5. - DEFINITIONS

“Association” means the Civil Service Association of Western Australia Incorporated.

“De facto partner” means a relationship (other than a legal marriage) between two persons, of either different sexes or the same sex, who live together in a “marriage-like” relationship, as provided for by the *Interpretation Act 1984* as amended from time to time.

“Employee” means an Officer or a PSSE.

“Part-time employment” is defined as regular and continuing employment of less than the hours outlined in Clause 9. – Hours of Duty performed by permanent or fixed term contract staff.

“PSSE” means a Parliamentary Support Services Employee, being all those employees employed in the occupational areas of gardening, catering, stewarding or bar tending.

“Officer” is an employee who is not a PSSE.

“Partner” means a person who is either a spouse or a de facto partner.

“Sessional employee” means an employee who has been advised of the requirement to perform sessional work in their contact of employment.

“Union” means United Voice WA.

PART 2 CONTRACT OF EMPLOYMENT

6. - PART-TIME EMPLOYMENT

- (1) Definitions
 - (a) Part-time employment is defined as regular and continuing employment of less than the hours outlined in Clause 9. – Hours of Duty performed by permanent or fixed term contract staff.
- (2) Part-time Agreement

- (a) Each permanent part-time arrangement shall be confirmed by the employer in writing and should include the hours to be worked daily and weekly by the employee, including starting and finishing times, which shall hereinafter be referred to as "ordinary working hours".
 - (b) The employer shall give an employee one (1) month's notice of any proposed variation to that employee's ordinary working hours, provided that the employer shall not vary the employee's total weekly hours of duty without the employee's prior written consent.
 - (c) The conversion of a full-time employee to part-time employment can only be implemented with the written consent or by written request of that employee. No employee may be converted to part-time employment without the employee's prior agreement.
 - (d) Hours of duty will be in accordance with Clause 9. - Hours of Duty, which includes flexible working hours for Parliamentary Officers not required to perform sessional work.
- (3) The provisions of Clause 10. - Overtime of this Award shall apply to all time worked outside the ordinary working hours prescribed by subclause (2)(a) of this clause.
- (4) Salary and Wages

An employee who is employed on a part-time basis shall be paid a proportion of the appropriate full-time wage or salary dependent upon time worked. This shall be calculated in the following manner:

- (a) PSSEs

$$\frac{\text{Hours worked per fortnight}}{76} \times \frac{\text{Full-time fortnightly wage}}{1}$$

- (b) Parliamentary Officers

$$\frac{\text{Hours worked per fortnight}}{75} \times \frac{\text{Full-time fortnightly salary}}{1}$$

- (5) Annual Increments – Parliamentary Officers

A part-time Parliamentary Officer shall be entitled to annual increments in accordance with Clause 18. - Annual Increments of the Public Service Award 1992, subject to meeting the usual performance criteria.

- (6) Leave Entitlements

- (a) A part-time employee shall be entitled on a pro rata basis to the same leave and conditions prescribed in the Award for full-time employees.
- (b) Payment to an employee proceeding on accrued annual leave and long service leave shall be calculated on a pro rata basis having regard for any variations to the employee's ordinary working hours during the accrual period.
- (b) Sick 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.

- (7) Public Holidays

Employees are entitled to the holidays prescribed in Clause 26. - Public Holidays of this Award without variation of the employee's fortnightly wage or salary provided the holidays occur on a day which is normally worked.

- (8) Right of Reversion

- (a) Where a full-time employee is permitted, at his or her initiative, to work part-time for a period no greater than 12 months in the position he or she occupied on a full-time basis before

becoming part-time, that employee has a right (upon written application) to revert to full-time hours in that position as soon as deemed practicable by the employer, but no later than the expiry of the agreed period.

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

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

- (c) A part-time employee who was previously a full-time employee within the organisation, who occupies a part-time office which was the initiative of management and who desires to revert to full-time employment will be required to seek promotion or transfer to full-time position by:
 - (i) application for advertised vacancies; and/or
 - (ii) by notification in writing to the employer of his or her desire to revert to full-time employment.
- (d) Nothing in paragraph (c) hereof shall prevent the employer, with the written consent of the employee, transferring that employee to a full-time position with a wage or salary rate less than the employee's substantive position.

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

- (i) notify the employee of the specific position to which the employer proposes to transfer the employee and
- (ii) obtain the written consent of the employee to his or her transfer to that position.

7. - CASUAL EMPLOYMENT

- (1) Casual employment shall only apply to PSSEs and shall mean:
 - (a) an employee engaged by the hour in any period of engagement as determined by the employer; or
 - (b) an employee engaged on an hourly rate of pay by agreement between the Union or Association and the employer.
- (2) A casual employee shall not be engaged for less than 2 consecutive hours per time.
- (3) A casual employee shall be paid for each hour worked at the appropriate classification in this Award in accordance with the relevant formula:

Casual PSSEs

$$\frac{\text{Fortnightly Wage}}{76}$$

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

- (4) Conditions of employment, paid leave and allowances provided under the provisions of this Award shall not apply to a casual employee with the exception of bereavement and carers leave. However, where expenses are directly and necessarily incurred by a casual employee in the ordinary performance of their duties, the employee shall be entitled to reimbursement in accordance with the provisions of this Award.
- (5) The employment of a casual employee may be terminated at any time by the giving of one hour's notice on either side, or the payment or forfeiture, as the case may be, of one hour's pay.

- (6) A casual employee shall be informed that their employment is casual and that they have no entitlement to paid leave, with the exception of bereavement leave and carer's leave before they are engaged.

8. - REDUNDANCY

(1) Definitions

Except where otherwise provided, pay means:

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

but does not include an allowance of any other kind.

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

(2) Redeployment

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

(3) Leave and assistance to seek alternative employment

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

(4) Severance pay

- (a) Each employee identified as being surplus to the employer's requirement and for whom suitable alternative employment cannot be found shall be entitled to the benefits of this subclause.

- (b) Where an employee identified as surplus to requirements is able to carry out the duties and responsibilities in an equivalent manner to an employee not identified as surplus, the latter, with the approval of the employer, may elect to resign in place of the former, in which case the benefits of this sub-clause shall apply to that employee.
- (c) Each employee referred to in paragraphs (a) and (b) hereof shall receive a severance payment from the employer in accordance with the following formula:
 - (i) three weeks pay for each completed year of continuous service provided that the maximum entitlement shall be of 52 weeks' pay;
 - (ii) continuous service shall have the same meaning as that prescribed in the Wages Employees Long Service Leave General Order ((1986) 66 WAIG 319) as amended from time to time.

(5) Payment for leave entitlements:

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

- (a) pro rata annual leave.
- (b) pro rata long service leave calculated on each completed twelve (12) months of service in accordance with the terms and conditions of entitlement available pursuant to Clause 28. - Long Service Leave as appropriate.
- (c) leave loading on accrued annual leave.
- (d) as part of the definition of pay, for the purpose of severance, any allowance of the kinds that has been paid continuously for the preceding 12 months including:
 - (i) an allowance for temporary undertaking duties other than those of the substantive office, post or position of the relevant employee;
 - (ii) a higher duties allowance; and
 - (iii) a shift allowance which is paid on a regular basis including during periods of annual leave.

(6) Exempt employees

This clause does not apply to:

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

(7) Minimum provisions

The provisions of this clause are minimum provisions.

PART 3 HOURS OF WORK

9. - HOURS OF DUTY

PART A - PARLIAMENTARY OFFICERS

- (1) Subject to subclause (3) of this part, the ordinary hours of attendance of Parliamentary Officers not required to perform sessional work shall be in accordance with the provisions of Clause 20. - Hours of the Public Service Award 1992.
- (2) (a) For Parliamentary Officers required to perform sessional work, (when the House is not sitting) the ordinary hours of attendance shall not exceed 65 hours per fortnight or six and a half hours per day. Such hours shall be worked on Monday to Friday between the hours of 8.00 a.m. and 6.00 p.m.
- (b) For Parliamentary Officers required to perform sessional work, (when the House is sitting), in addition to the ordinary hours mentioned in subclause (2)(a) above, shall be required to work between 4.30 p.m. and 7.30 p.m. in accordance with subclause (2) of Clause 10. - Overtime of this Award. Time worked past 7.30 p.m. shall be paid as overtime as defined in Clause 10 of this Award.
- (3) Ordinary hours may be worked outside the hours specified in subclause (1) of this part hereof where it is permitted, pursuant to an agreement between the employer and the Association.

PART B - PSSEs

- (1) The ordinary hours of attendance of PSSEs not required to work sessional work shall not exceed 76 hours per fortnight nor 7 hours 40 minutes per day. Such hours shall be worked on Monday to Friday between the hours of 7.00 a.m. and 6.00 p.m.
- (2) PSSEs required to perform sessional work shall be rostered pursuant to an agreement between the employer and the Union for no less than six hours and no more than ten hours per day. Any hours worked in excess of those rostered hours shall be paid overtime as defined in Clause 10 of this Award.

10. - OVERTIME

- (1) Overtime means all time worked in excess of the ordinary hours, and/or rostered hours.
- (2) For Parliamentary Officers required to work under Part A(2) of Clause 9. – Hours of Duty no overtime shall be paid between 4.30pm and 7.30pm while the House is sitting.
- (3) Where an employee is required to be on duty during the evening meal break, payment shall be made at the rate of time and a half.
- (4) All time worked on Saturday or Sunday will be paid at the appropriate rate for a minimum of three hours.
- (5) Payment for overtime for Parliamentary Officers shall be calculated on an hourly basis in accordance with the following formula:

Weekdays

For the first three hours on any one week day:

$$\frac{\text{Fortnightly Salary}}{75} \quad \times \quad \frac{3}{2}$$

After the first three hours on any one week day:

$$\frac{\text{Fortnightly Salary}}{75} \quad \times \quad \frac{2}{1}$$

Saturdays

First three hours on any Saturday:

| | | |
|--|---|---------------|
| $\frac{\text{Fortnightly Salary}}{75}$ | X | $\frac{3}{2}$ |
|--|---|---------------|

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

| | | |
|--|---|---------------|
| $\frac{\text{Fortnightly Salary}}{75}$ | X | $\frac{2}{1}$ |
|--|---|---------------|

Sundays

| | | |
|--|---|---------------|
| $\frac{\text{Fortnightly Salary}}{75}$ | X | $\frac{2}{1}$ |
|--|---|---------------|

Public Service Holidays

During prescribed hours of duty:

| | | |
|--|---|---------------|
| $\frac{\text{Fortnightly Salary}}{75}$ | X | $\frac{3}{2}$ |
|--|---|---------------|

in addition to the normal day's pay.

During hours outside of prescribed hours of duty:

| | | |
|--|---|---------------|
| $\frac{\text{Fortnightly Salary}}{75}$ | X | $\frac{5}{2}$ |
|--|---|---------------|

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

Weekdays

For the first two hours on any one week day:

| | | |
|---------------------------------------|---|---------------|
| $\frac{\text{Fortnightly Wages}}{76}$ | X | $\frac{3}{2}$ |
|---------------------------------------|---|---------------|

After the first two hours on any one week day:

| | | |
|---------------------------------------|---|---------------|
| $\frac{\text{Fortnightly Wages}}{76}$ | X | $\frac{2}{1}$ |
|---------------------------------------|---|---------------|

Saturdays

First two hours on any Saturday:

| | | |
|---------------------------------------|---|---------------|
| $\frac{\text{Fortnightly Wages}}{76}$ | X | $\frac{3}{2}$ |
|---------------------------------------|---|---------------|

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

| | | |
|---------------------------------------|---|---------------|
| $\frac{\text{Fortnightly Wages}}{76}$ | X | $\frac{2}{1}$ |
|---------------------------------------|---|---------------|

Sundays

| | | |
|---------------------------------------|---|---------------|
| $\frac{\text{Fortnightly Wages}}{76}$ | X | $\frac{2}{1}$ |
|---------------------------------------|---|---------------|

Public Service Holidays

| | | |
|--------------------------|---|---------------|
| <u>Fortnightly Wages</u> | X | $\frac{5}{2}$ |
| 76 | | |

- (7) All other provisions relating to overtime shall be as per Clause 22. – Overtime Allowance of the Public Service Award 1992.

11. - MEAL BREAKS

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

12. - SHIFT WORK

All provisions relating to this allowance shall be as per Clause 21. – Shift Work Allowance of the Public Service Award 1992.

PART 4 SALARY AND WAGES

13. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38 hour week is \$746.90 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38 hour week is calculated as follows: divide \$746.90 by 38 and multiply by the number of ordinary hours prescribed for a full time employee under the award.

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2020.

- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (4) Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.

(7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.

(8) Subject to this clause the minimum adult award wage shall –

(a) Apply to all work in ordinary hours.

(b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

(9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2020 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(10) Adult Apprentices

(a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is \$638.20 per week.

(b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide \$638.20 by 38 and multiply by the number of ordinary hours prescribed for a full time apprentice under the award.

(c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2020.

(d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.

(e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.

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

14. - PAYMENT OF SALARIES AND WAGES

(1) Salaries and wages shall be paid fortnightly but, where the usual pay day falls on a public holiday, payment shall be made on the previous working day.

(2) A fortnight's salary shall be computed by dividing the annual salary by 313 and multiplying the result by 12.

(3) The hourly rate shall be computed as 1/75th of the fortnight's salary for Parliamentary Officers and as 1/76th of the fortnight salary for PSSEs.

(4) Salaries and wages shall be paid by direct funds transfer to the credit of an account nominated by the employee at such Bank, Building Society or Credit Union approved by the Accountable Officer. Provided that where such form of payment is impracticable or where some exceptional circumstances

exist, and by agreement between the employer, the Association and the Union, payment may be made by cheque.

15. - PARLIAMENTARY OFFICERS - SALARIES

(1) The annual salaries applicable to Parliamentary Officers not covered by subclause (2) shall be as follows:

| Level | Salary Per Annum \$ | Arbitrated Safety Net Adjustments \$ | Total Salary Per Annum \$ |
|----------------|------------------------|--|---------------------------------|
| Level 1 | | | |
| Under 17 years | 10445 | 11442 | 21887 |
| 17 years | 12207 | 13372 | 25579 |
| 18 years | 14238 | 15597 | 29835 |
| 19 years | 16481 | 18054 | 34535 |
| 20 years | 18507 | 20274 | 38781 |
| 1.1 | 20331 | 22272 | 42603 |
| 1.2 | 20983 | 22328 | 43311 |
| 1.3 | 21634 | 22383 | 44017 |
| 1.4 | 22281 | 22683 | 44964 |
| 1.5 | 22932 | 22755 | 45687 |
| 1.6 | 23583 | 22825 | 46408 |
| 1.7 | 24332 | 22792 | 47124 |
| 1.8 | 24850 | 22851 | 47701 |
| 1.9 | 25616 | 22933 | 48549 |
| Level 2 | | | |
| 2.1 | 26533 | 23034 | 49567 |
| 2.2 | 27236 | 23112 | 50348 |
| 2.3 | 27975 | 23191 | 51166 |
| 2.4 | 28756 | 23277 | 52033 |
| 2.5 | 29573 | 23367 | 52940 |
| Level 3 | | | |
| 3.1 | 30696 | 23490 | 54186 |
| 3.2 | 31571 | 23586 | 55157 |
| 3.3 | 32473 | 23686 | 56159 |
| 3.4 | 33399 | 23671 | 57070 |
| Level 4 | | | |
| 4.1 | 34669 | 23809 | 58478 |
| 4.2 | 35664 | 23804 | 59468 |
| 4.3 | 36688 | 23916 | 60604 |
| Level 5 | | | |
| 5.1 | 38660 | 24133 | 62793 |
| 5.2 | 39993 | 24278 | 64271 |
| 5.3 | 41378 | 24430 | 65808 |
| 5.4 | 42815 | 24588 | 67403 |
| Level 6 | | | |
| 6.1 | 45126 | 24842 | 69968 |
| 6.2 | 46697 | 25013 | 71710 |
| 6.3 | 48323 | 25194 | 73517 |
| 6.4 | 50059 | 25383 | 75442 |
| Level 7 | | | |
| 7.1 | 52721 | 25674 | 78395 |
| 7.2 | 54563 | 25877 | 80440 |

| | | | |
|----------------|-------|-------|--------|
| 7.3 | 56567 | 26097 | 82664 |
| | | | |
| Level 8 | | | |
| 8.1 | 59824 | 26454 | 86278 |
| 8.2 | 62157 | 26709 | 88866 |
| 8.3 | 65050 | 27027 | 92077 |
| | | | |
| Level 9 | | | |
| 9.1 | 68663 | 27423 | 96086 |
| 9.2 | 71104 | 27691 | 98795 |
| 9.3 | 73888 | 27997 | 101885 |
| | | | |
| Class 1 | 78098 | 28458 | 106556 |
| Class 2 | 82308 | 28921 | 111229 |
| Class 3 | 86516 | 29382 | 115898 |
| Class 4 | 90726 | 29843 | 120569 |

- (2) (a) The provisions of Clause 12. – Specified Callings of the Public Service Award 1992 shall apply where the employer engages a Parliamentary Officer in a position designated as a specified calling.
- (b) The annual salaries for Parliamentary Officers engaged as a specified calling shall be as follows:

| Level | Salary Per Annum \$ | Arbitrated Safety Net Adjustments \$ | Total Salary Per Annum \$ |
|------------------|------------------------|--|---------------------------------|
| Level 2/4 | | | |
| 1st year | 26533 | 23034 | 49567 |
| 2nd year | 27975 | 23191 | 51166 |
| 3rd year | 29573 | 23367 | 52940 |
| 4th year | 31571 | 23586 | 55157 |
| 5th year | 34669 | 23809 | 58478 |
| 6th year | 36688 | 23916 | 60604 |
| Level 5 | | | |
| 1st year | 38660 | 24133 | 62793 |
| 2nd year | 39993 | 24278 | 64271 |
| 3rd year | 41378 | 24430 | 65808 |
| 4th year | 42815 | 24588 | 67403 |
| Level 6 | | | |
| 1st year | 45126 | 24842 | 69968 |
| 2nd year | 46697 | 25013 | 71710 |
| 3rd year | 48323 | 25194 | 73517 |
| 4th year | 50059 | 25383 | 75442 |
| Level 7 | | | |
| 1st year | 52721 | 25674 | 78395 |
| 2nd year | 54563 | 25877 | 80440 |
| 3rd year | 56567 | 26097 | 82664 |
| Level 8 | | | |
| 1st year | 59824 | 26454 | 86278 |
| 2nd year | 62157 | 26709 | 88866 |
| 3rd year | 65050 | 27027 | 92077 |
| Level 9 | | | |
| 1st year | 68663 | 27423 | 96086 |
| 2nd year | 71104 | 27691 | 98795 |
| 3rd year | 73888 | 27997 | 101885 |
| Class 1 | 78098 | 28458 | 106556 |

| | | | |
|---------|-------|-------|--------|
| Class 2 | 82308 | 28921 | 111229 |
| Class 3 | 86516 | 29382 | 115898 |
| Class 4 | 90726 | 29843 | 120569 |

- (3) Salary increases resulting from State Wage Case Decisions are calculated for those Parliamentary Officers under the age of 21 years employed at Level 1 by dividing the current junior annual salary by the current Level 1.1 annual salary and multiplying the result by the new Level 1.1 annual salary which includes the State Wage Case increase. The following formula is to be applied:

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

(4) Annual Increments

- (a) Parliamentary Officers shall proceed to the maximum of their salary range by annual increments, after 12 months continuous service at each increment point, unless there is an adverse report on their performance or conduct which recommends the non-payment of an annual increment.
- (b) The following process shall apply where a report on a Parliamentary Officer's performance or conduct recommends the non-payment of an annual increment:
- (i) The Parliamentary Officer will be shown the report prior to completing 12 months continuous service since their last incremental advance.
 - (ii) The Parliamentary Officer will be provided with an opportunity to comment in writing.
 - (iii) The Parliamentary Officer'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.
 - (iv) 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.
- (c) The non-payment of an increment will not change the normal anniversary date of any further increment payments.

(5) Special Allowances

The employer shall not be prohibited from granting special allowances based on additional duties and responsibilities undertaken by a Parliamentary Officer due to expertise and knowledge of the Parliamentary Officer.

(6) Amalgamation of Salary Classes

In allocating salaries or salary ranges the employer may amalgamate any two or more levels or, allocate specific salary points from a level or levels prescribed by this Award.

16. - PARLIAMENTARY SUPPORT SERVICES EMPLOYEE WAGES

(1) The weekly wage applicable to PSSEs covered by this Award shall be as follows:

| (a) Classification | Base Rate Per Week \$ | Arbitrated Safety Net Adjustments \$ | Total Rate Per Week \$ |
|--|-----------------------------|---|------------------------------|
| Kitchen Hands and Gardeners | | | |
| 1st year of service | 372.08 | 425.42 | 797.50 |
| 2nd year of service | 376.68 | 425.92 | 802.60 |
| 3rd year of service | 380.58 | 426.22 | 806.80 |
| Steward/Cleaner | | | |
| 1st year of service | 391.45 | 427.05 | 818.50 |
| 2nd year of service | 395.96 | 427.44 | 823.40 |
| 3rd year of service | 399.65 | 427.75 | 827.40 |
| Steward/Cleaner and Relieving Bar Attendant | | | |
| 1st year of service | 401.69 | 427.91 | 829.60 |
| 2nd year of service | 406.41 | 428.29 | 834.70 |
| 3rd year of service | 410.82 | 428.78 | 839.60 |
| Cook (Cakes and Second) | | | |
| 1st year of service | 414.51 | 429.09 | 843.60 |
| 2nd year of service | 419.32 | 433.98 | 853.30 |
| 3rd year of service | 423.53 | 434.57 | 858.10 |
| Assistant Chief Steward | | | |
| 1st year of service | 425.17 | 434.63 | 859.80 |
| 2nd year of service | 431.53 | 435.37 | 866.90 |
| 3rd year of service | 437.27 | 436.03 | 873.30 |
| Horticulturist (Certificate) | | | |
| 1st year of service | 433.27 | 435.63 | 868.90 |
| 2nd year of service | 438.60 | 436.10 | 874.70 |
| 3rd year of service | 442.95 | 436.55 | 879.50 |
| Tradesperson Cook | | | |
| 1st year of service | 454.79 | 437.81 | 892.60 |
| 2nd year of service | 459.10 | 438.30 | 897.40 |
| 3rd year of service | 462.89 | 436.61 | 899.50 |
| Chef, Chief Steward and Bar Attendant | | | |
| 1st year of service | 491.90 | 439.70 | 931.60 |
| 2nd year of service | 498.15 | 440.35 | 938.50 |
| 3rd year of service | 504.61 | 441.09 | 945.70 |
| Foreperson of Horticulture | | | |
| 1st year of service | 478.27 | 438.13 | 916.40 |
| 2nd year of service | 483.19 | 438.81 | 922.00 |
| 3rd year of service | 487.39 | 439.21 | 926.60 |

(2) Apprentices: The weekly wage rate shall be a percentage, as hereunder, of the tradesperson's rate:

| | |
|----------------------------|----|
| Five Year Term | % |
| First Year | 40 |
| Second Year | 48 |
| Third Year | 55 |
| Fourth Year | 75 |
| Fifth Year | 88 |
| | % |
| Four Year Term | |
| First Year | 42 |
| Second Year | 55 |
| Third Year | 75 |
| Fourth Year | 88 |
| Three and a Half Year Term | |
| First Six Months | 42 |
| Next Year | 55 |
| Next Following Year | 75 |
| Final Year | 88 |
| Three Year Term | |
| First Year | 55 |
| Second Year | 75 |
| Third Year | 88 |

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

- (3) The following allowances shall be paid to PSSEs indexed according to State Wage decisions and shall be:-
- | | | |
|-----|-----------------------------------|------------------------|
| (a) | Chef | |
| | 1st year | \$151.10 per fortnight |
| | 2nd year | \$302.00 per fortnight |
| (b) | Tradesperson Cook (Sous Chef) | |
| | 1st year | \$98.10 per fortnight |
| | 2nd year | \$151.10 per fortnight |
| (c) | Stewards to Speaker and President | \$75.50 per fortnight |
- (4) An allowance of \$43.70 per fortnight shall be paid to all PSSEs employed in the kitchen, dining room and bar areas.

17. - APPRENTICES

- (1) Apprentices may be taken in the ratio of one apprentice for every two or fraction of two (the fraction being not less than one) tradespersons and shall not be taken in excess of that ratio unless -
- | | |
|-----|-------------------------------|
| (a) | the Union agrees; or |
| (b) | the Commission so determines. |

18. - SALARY PACKAGING

- (1) An employee may, by agreement with the employer, enter into a salary packaging arrangement in accordance with this clause and Australian Taxation Office requirements.
- (2) Salary packaging is an arrangement whereby the entitlements and benefits under this Award, contributing toward the Total Employment Cost (TEC) (as defined in subclause (3) of this clause) of an employee, can be reduced by and substituted with another or other benefits.
- (3) The TEC for salary packaging purposes is calculated by adding the following entitlements and benefits:
 - (a) the base salary;
 - (b) other cash allowances;
 - (c) non cash benefits;
 - (d) any Fringe Benefit Tax liabilities currently paid; and
 - (e) any variable components.
- (4) Where an employee enters into a salary packaging arrangement the employee will be required to enter into a separate written agreement with the employer setting out the terms and conditions of the salary packaging arrangement
- (5) Notwithstanding any salary packaging arrangement, the salary rate as specified in this Award, is the basis for calculating salary related entitlements specified in the Award.
- (6) Compulsory Employer Superannuation Guarantee contributions are to be calculated in accordance with applicable federal and state legislation. Compulsory employer contributions made to superannuation schemes established under the *State Superannuation Act 2000* are calculated on the gross (pre packaged) salary amount regardless of whether an employee participates in a salary packaging arrangement with their employer.
- (7) A salary packaging arrangement cannot increase the costs to the employer of employing an individual.
- (8) A salary packaging arrangement is to provide that the amount of any taxes, penalties or other costs for which the employer or employee is or may become liable for and are related to the salary packaging arrangement, shall be borne in full by the employee.
- (9) In the event of any increase in taxes, penalties or costs relating to a salary packaging arrangement, the employee may vary or cancel that salary packaging arrangement.

PART 5 ALLOWANCES AND FACILITIES

19. - MEAL ALLOWANCE

- (1) An employee who is required to work overtime under Clause 10. – Overtime, and where such overtime extends beyond 5.00 p.m., a meal allowance shall be paid in accordance with the provisions of Clause 22. - Overtime of the Public Service Award 1992 as amended. Provided that where such overtime extends beyond 6.00 a.m. the following day, an allowance of \$16.40 or the amount charged by the House, whichever is the higher, for such a three course meal shall be paid.
- (2) Provided however that where a meal of a reasonable standard is provided by the House at no cost to the employee the allowance provided for in subclause (1) of this clause shall not apply.
- (3) All other provisions relating to this allowance shall be as per subclause (5) of Clause 22. – Overtime Allowance of the Public Service Award 1992.

20. – MISCELLANEOUS ALLOWANCES

- (1) The following clauses of the Public Service Award 1992 shall apply to all employees:

- (a) Clause 47. - Motor Vehicle Allowance
- (2) The following clauses of the Public Service Award 1992 shall apply to Parliamentary Officers:
 - (a) Clause 19. - Higher Duties Allowance
 - (b) Clause 54. - Travelling Allowance
 - (c) Clause 49. - Protective Clothing Allowance

21. - SPECIAL PROVISIONS

- (1) After Hours Transport

Employees required to work after 11.00pm shall be entitled to have transport provided or be paid an allowance for use of their private motor vehicle from work to their residence.
- (2) Recreational and other Facilities

Recreational facilities, change and rest rooms and any other facility not otherwise reserved from time to time for use of Members of Parliament or designated senior staff shall be available to all employees during working hours.

22. - HIGHER DUTIES ALLOWANCE - PARLIAMENTARY SUPPORT SERVICE EMPLOYEES

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

23. - UNIFORMS AND CLOTHING

- (1) The employer shall provide at the employer's expense issues of uniforms and clothing for employees pursuant to an agreement between the employer, the Association and the Union. Each employee concerned shall receive an initial issue as per that agreement at the time such employee commences employment, with additional issues to be supplied by the employer as per that agreement.
- (2) Such uniforms supplied shall be laundered and/or dry cleaned by the employer and remain the property of the employer, provided that in lieu of the employer laundering and/or dry cleaning same, an employee shall be paid \$9.30 per week for such laundering and/or dry cleaning, excepting any person employed as a Cook who shall be paid \$14.30 per week for laundering and/or dry cleaning.
- (3) For the purposes of this clause a uniform shall consist of such articles of clothing as monogrammed or coloured jackets, dresses, blouses, overalls, aprons, caps, collars, cuffs, or other special apparel which the employer may require an employee to wear whilst on duty, and shall also include the ordinary apparel usually worn by a Cook, such as black and white check or white trousers, white coats, white shirt, white apron and cap.
- (4) Individual protective clothing and footwear shall be available to Kitchen and Garden PSSEs when:
 - (a) they are required to wash dishes, handle detergents, acids, soaps or any injurious substances;
 - (b) conditions are such that they are unable to avoid their clothing becoming dirty or wet or are unable to avoid their feet becoming wet;

- (c) operating equipment or machinery which may be dangerous to exposed portions of the body or emit fumes or noise.

24. - FIRST AID

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

25. - BREAKAGES

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

PART 6 LEAVE AND PUBLIC HOLIDAYS

26. - PUBLIC HOLIDAYS

- (1) The following days shall be allowed as holidays with pay:
 - (a) New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Anzac Day.
 - (b) The Anniversary of the Birthday of the Sovereign, Australia Day, Western Australia Day, Labour Day.
 - (c) All days which the Governor may appoint and are notified as Public Service Holidays.
- (2) When any of the days mentioned in subclause (1) of this clause falls on a Saturday or on a Sunday, the holiday shall be observed on the next succeeding Monday.

When Boxing Day falls on a Sunday or Monday, the holiday shall be observed on the next succeeding Tuesday.

In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (3) When any of the days observed as a holiday in this clause fall during a period of annual leave the holiday or holidays shall be observed on the next succeeding day or days as the case may be after completion of that annual leave.
- (4) This clause shall not apply to casual employees.

27. - ANNUAL LEAVE

Parliamentary Officers

- (1) Parliamentary Officers performing sessional work shall be allowed five weeks leave in each 12 months service. Of this leave, four weeks shall be counted as ordinary recreational leave and the remaining week as special leave.
- (2) All other provisions relating to annual leave for Parliamentary Officers shall be as per Clause 23. – Annual Leave of the Public Service Award 1992. In addition, the provisions of subclause (5)(b) and (c) also apply to Parliamentary Officers.

PSSes

- (3) PSSes shall be granted annual leave as follows:-

- (a) Except as hereinafter provided a period of four weeks' leave shall be allowed to a PSSE, by their employer after each period of 12 months' continuous service with their employer.
 - (b) The entitlement shall accrue pro rata on a weekly basis and is cumulative.
 - (c) The annual leave prescribed in paragraph (3)(a) may, with the consent of the PSSE and the employer, be taken in any portion, provided that one portion shall be at least one week.
- (4) (a) A PSSE shall be paid for any period of annual leave prescribed by subclause (3) at the wage rate applicable to the PSSE.
- (b) Where an employee's hours of work have varied during the qualifying period, the employee shall be paid the average of such hours worked during the qualifying period.
- (5) (a) A PSSE may, with the approval of the employer, be allowed to take the annual leave prescribed by this clause before the completion of 12 months' continuous service as prescribed by paragraph (3)(a).
- Provided that when a PSSE has proceeded on leave prior to the completion of the 12 months' continuous service the loading prescribed in subclause (10) shall be paid on a pro rata basis.
- (b) Where the employer and a PSSE have not agreed when the PSSE is to take their annual leave, subject to paragraph (5)(c), the employer is not to refuse the PSSE taking, at any time suitable to the PSSE, any period of annual leave, the entitlement to which accrued more than 12 months before that time.
 - (c) The PSSE is to give the employer at least two weeks' notice of the period during which the PSSE intends to take their leave in accordance with paragraph (5)(b).
- (6) (a) If a PSSE lawfully terminates their service, or their employment is terminated by the employer through no fault of the PSSE, the PSSE shall be paid 2.92 hours or in the case of PSSEs provided for in subclause (8), 3.65 hours in respect of each completed week of continuous service in that qualifying period
- (b) If the services of a PSSE terminates and the PSSE has taken a period of leave in accordance with paragraph (5)(a), and if the period of leave so taken exceeds that which would become due pursuant to paragraph (6)(a), the PSSE shall be liable to repay an amount representing the difference between the amount received by the PSSE for the period of leave taken in accordance with paragraph (5)(a) and the amount which would have accrued in accordance with paragraph (6)(a). The employer may deduct this amount from monies due to the PSSE by reason of the other provisions of this Award at the time of termination.
- (c) In addition to any payment to which PSSEs may be entitled under paragraph (6)(a), a PSSE whose employment terminates after completion of a 12 month qualifying period and who has not been allowed the leave prescribed under this Award in respect of that qualifying period, shall be given payment as prescribed in paragraphs (4)(a) and (b) and subclause (10), in lieu of that leave unless they have been justifiably dismissed for misconduct and the misconduct for which they have been dismissed occurred prior to the completion of that qualifying period.
- (7) (a) When work is closed down for the purpose of allowing annual leave to be taken, PSSEs with less than a full year's service shall only be entitled to payment during such period for the number of days leave due to them.
- (b) Provided that nothing herein contained shall deprive the employer of their right to retain such PSSEs during the close down period as may be required.
- (8) Shift PSSEs shall be allowed one week's leave in addition to that prescribed in paragraph (3)(a) with respect to each period of 12 months continuous service.
- (9) (a) PSSEs continue to accrue annual leave while on paid leave for the following purposes:
- (i) annual leave;

- (ii) long service leave;
 - (iii) observing a public holiday prescribed by this Award;
 - (iv) sick leave;
 - (v) carer's leave;
 - (vi) bereavement leave;
 - (vii) parental leave; and
 - (viii) workers' compensation, except for that portion of an absence that exceeds six months in any year.
- (b) PSSEs continue to accrue annual leave while on unpaid sick leave except for that portion of an absence that exceeds three months.
 - (c) PSSEs do not accrue annual leave when absent on approved periods of leave without pay that exceed 14 consecutive calendar days.
- (10) Annual Leave Loading
- (a) A PSSE shall be paid a loading of 17.5 percent calculated on the rate as prescribed in paragraph (4)(a).
 - (b) The loading prescribed in this subclause shall not apply to proportionate leave on termination.
 - (c) The loading prescribed in this subclause shall be payable on retirement, provided the PSSE is over 55 years of age.
- (11) The provisions of this clause shall not apply to casual employees.

28. - LONG SERVICE LEAVE

- (1) Parliamentary Officers shall be entitled to the long service leave arrangements provided by Clause 25. – Long Service Leave of the Public Service Award 1992.
- (2) PSSEs shall be entitled to long service leave pursuant to the Long Service Leave Government Wages Employees General Order.

29. - SICK LEAVE

- (1) Sick leave - Parliamentary Officers

Parliamentary Officers will receive the sick leave provisions of Clause 26. - Sick Leave of the Public Service Award 1992.
- (2) PSSEs - Entitlement
 - (a) The employer shall credit full time PSSEs with 76 hours of sick leave credits for each 12 month period of continuous service.
 - (b) This sick leave entitlement accrues pro rata on a weekly basis.
 - (c) On the completion of each year, unused sick leave credits will accumulate.
 - (d) A PSSE employed on a fixed term contract shall receive the same entitlement as a permanent employee.

- (e) A part time PSSE shall be entitled to the same sick leave credits as a full time PSSE, but on a pro rata basis according to the number of hours worked each fortnight. Payment for sick leave shall only be made for those hours that would normally have been worked had the PSSE not been on sick leave.
 - (f) Sick leave may be taken on an hourly basis or part thereof.
 - (g) Payment may be adjusted at the end of each accruing year, or at the time the PSSE leaves the service of the employer, in the event of the PSSE being entitled by service subsequent to the sickness in that year to a greater allowance than that made at the time the sickness occurred.
- (3) For the purposes of subclause (2), "continuous service" shall not include any period:
- (a) exceeding 14 calendar days in one continuous period during which a PSSE employee is absent on leave without pay. In the case of leave without pay that exceeds 14 calendar days, the entire period of such leave without pay is excised in full;
 - (b) which exceeds six months in one continuous period during which a PSSE is absent on workers' compensation. Only that portion of such continuous absence that exceeds six months shall not count as "continuous service"; or
 - (c) which exceeds three months in one continuous period during which a PSSE is absent on sick leave without pay. Only the portion of such continuous absence that exceeds three months shall not count as "continuous service".
- (4) Evidence
- (a) An application for sick leave exceeding three consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
 - (b) The amount of sick leave which may be granted without production of evidence to satisfy a reasonable person required by paragraph (4)(a) shall not exceed, in aggregate, five working days in any one accruing year.
 - (c) A PSSE shall, as soon as reasonably practicable, notify the employer of their inability to attend for work due to illness or injury, and the estimated duration of the absence.
 - (d) Other than in extraordinary circumstances, the notification required by paragraph (4)(c) shall be given to the employer within 24 hours of the commencement of the absence.
- (5) Accessing sick leave whilst on leave
- (a) Other than as provided for in this subclause, a PSSE is unable to access sick leave while on any period of annual or long service leave.
 - (b) Where a PSSE is ill during a 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, the PSSE was confined to their place of residence or a hospital for a period of at least seven consecutive calendar days, the employer shall grant sick leave for the period during which the PSSE was so confined and reinstate annual leave equivalent to the period of confinement.
 - (c) Payment for replaced annual leave shall be at the wage rate applicable at the time the leave is subsequently taken provided that, where the annual leave loading prescribed in subclause 27(10) has been paid to the PSSE with respect to the replaced annual leave, it shall be deemed to have been paid.
 - (d) Where a PSSE is ill during a 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 the illness, the PSSE was confined to their place of residence or a hospital for a period of at least 14 consecutive calendar days, the employer may grant sick leave for the period during which the PSSE was so confined and reinstate long service leave equivalent to the period of confinement.

- (6) In exceptional circumstances, the employer may approve the conversion of a PSSE's sick leave credits to half pay to cover an absence on sick leave due to illness.
- (7) A PSSE is unable to access sick leave while on any period of leave without pay.
- (8) If a PSSE's injury or illness is attributable to:
- (a) the PSSE's serious and wilful misconduct; or
 - (b) the PSSE's gross and wilful neglect,
- in the course of their employment, the PSSE is not entitled to be paid for their absence from work resulting from the illness or injury.
- (9) Workers' compensation
- (a) Where a PSSE suffers a disability or illness within the meaning of section 5 of the *Workers' Compensation and Injury Management Act 1981* (WA) which necessitates that employee being absent from duty, sick leave with pay shall be granted to the extent of sick leave credits.
 - (b) In accordance with section 80(2) of the *Workers' Compensation and Injury Management Act 1981* (WA), where the claim for workers' compensation is decided in favour of the PSSE, sick leave credits are to be reinstated and the period of absence granted as sick leave without pay.
- (10) Portability
- Where:
- (a) a PSSE was, immediately prior to being employed by the employer, employed in the service of the public service of Western Australia or any other state body of Western Australia; and
 - (b) the period of employment between the date when the PSSE ceased previous employment and the date of commencing employment with the employer does not exceed one week or any other period approved by the employer;
- the employer will credit the PSSE additional sick leave credits equivalent to those held at the date the employee ceased previous employment.
- (11) Unused sick leave will not be cashed out or paid out when a PSSE ceases their employment.
- (12) The provisions of this clause do not apply to casual PSSEs or Parliamentary Officers.

30. – CARER'S LEAVE

- (1) An employee is entitled to use, each year, up to ten (10) days of the employee's sick leave entitlement to provide care or support to a member of the employee's family or household who requires care or support because of:
- (a) an illness or injury of the member; or
 - (b) an unexpected emergency affecting the member.
- (2) An employee shall, wherever practicable, give the employer notice of the intention to take carer's leave and the estimated length of absence. If it is not practicable to give prior notice of absence, an employee shall notify the employer as soon as possible on the first day of absence. Where possible, an estimate of the period of absence from work shall be provided.
- (3) An employee shall provide, where required by the employer, evidence to establish the requirement to take carers leave. An application for carers leave exceeding two consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.

- (4) The definition of family shall be the definition of “relative” contained in the Western Australian *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 dependant on, or is a member of the household of, the employee. "Member of the employee's household" means a person who, at or immediately before the relevant time for assessing the employee's eligibility to take leave, lived with the employee.
- (5) Carers leave may be taken on an hourly basis or part thereof.
- (6) Where an employee cannot take paid carer's leave for a particular occasion, an employee is entitled to unpaid carer's leave of up to two days for each occasion on which a member of the employee's family or household requires care and support because of:
 - (a) an illness or injury of the member;
 - (b) an unexpected emergency affecting the member; or
 - (c) the birth of a child by the member.
- (7) A casual employee shall be entitled to not be available to attend work or to leave work if they need to provide care or support for a member of their family or household because of:
 - (a) an illness or injury of the member;
 - (b) an unexpected emergency affecting the member; or
 - (c) the birth of a child by the member.
- (8) The employer and the casual employee shall agree on the period for which the casual employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (9) An employer must not fail to re-engage a casual employee because the casual employee accessed this entitlement. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

31. – BEREAVEMENT LEAVE

- (1) Employees, including casuals, shall on the death of:
 - (a) a partner of the employee;
 - (b) a child, stepchild or grandchild of the employee (including an adult child, step-child or grandchild);
 - (c) a parent, step-parent or grandparent of the employee;
 - (d) a brother, sister, step-brother or step-sister of the employee; or
 - (e) any other person who, immediately before that person's death, lived with the employee as a member of an employee's household;be eligible for up to two (2) days paid bereavement leave, provided that at the request of the employee the employer may exercise discretion to grant bereavement leave to the employee in respect of some other person with whom the employee has a special relationship.
- (2) The two (2) days need not be consecutive.
- (3) Bereavement leave is not to be taken during any other period of leave.
- (4) An employee shall not be entitled to claim payment for bereavement leave on a day when that employee is not ordinarily rostered to work.

- (5) Payment of such leave may be subject to an employee providing evidence, if so requested by the employer, of the death or relationship to the deceased that would satisfy a reasonable person.
- (6) Employees 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 and/or leave without pay, provided all accrued leave is exhausted.

32. - PARENTAL LEAVE

(1) Definitions

- (a) "Employee" includes full time, part time, permanent, fixed term contract and "eligible" casual employees.
- (b) A casual employee is "eligible" if the employee -
 - (i) has been engaged by the employer on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve (12) months; and
 - (ii) but for an expected birth of a child to the employee or the employee's partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement by the employer on a regular and systematic basis.
- (c) Without limiting (1)(b), a casual employee is also "eligible" if the employee –
 - (i) was engaged by the employer on a regular and systematic basis for a sequence of periods during a period (the first period of employment) of less than twelve (12) months; and
 - (ii) at the end of the first period of employment, the employee ceased, on the employer's initiative, to be so engaged by the employer ; and
 - (iii) the employer later again engaged the employee on a regular and systematic basis for a further sequence of periods during a period (the second period of employment) that started not more than three months after the end of the first period of employment; and
 - (iv) the combined length of the first period of employment and the second period of employment is at least twelve (12) months; and
 - (v) the employee, but for an expected birth of a child to the employee or the employee's partner or an expected placement of a child with the employee with a view to adoption of the child by the employee, would have a reasonable expectation of continuing engagement with the employer on a regular and systematic basis.
- (d) "Primary Care Giver" is the employee who will assume the principal role for the care and attention of a child/children. The employer may require confirmation of primary care giver status.
- (e) "Replacement employee" is an employee specifically engaged to replace an employee proceeding on parental leave.

(2) Entitlement to Parental Leave

- (a) An employee is entitled to a period of up to 52 weeks unpaid parental leave in respect of the:
 - (i) birth of a child to the employee or the employee's partner; or
 - (ii) adoption of a child who is not the child or the stepchild of the employee or the employee's partner; is under the age of five (5); and has not lived continuously with the employee for six (6) months or longer.

- (b) An employee, other than an eligible casual employee, identified as the primary care giver of a child and who has completed twelve months continuous service with the employer shall be entitled to fourteen weeks paid parental leave which will form part of the 52 week entitlement provided in (2)(a) of this clause:
 - (c) An employee may take the paid parental leave specified in (2)(b) at half pay for a period equal to twice the period to which the employee would otherwise be entitled.
 - (d) A pregnant employee can commence the period of paid parental leave any time up to six (6) weeks before the expected date of birth and no later than four (4) weeks after the birth. Any other primary care giver can commence the period of paid parental leave from the birth date or for the purposes of adoption from the placement of the child but no later than four (4) weeks after the birth or placement of the child.
 - (e) Paid parental leave for primary care purposes for any one birth or adoption shall not exceed fourteen weeks.
 - (f) The paid and unpaid parental leave entitlement up to a maximum of 52 weeks may be shared between partners assuming the role of primary care giver.
 - (g) Parental leave may only be taken concurrently by an employee and their partner as provided for in subclause (5) or under special circumstances with the approval of the employer.
 - (h) Where less than the standard parental leave is taken the unused portion of the period of paid or unpaid leave cannot be preserved in any way.
 - (i) An employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.
 - (j) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.
- (3) Birth of a child
- (a) An employee 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.
 - (b) If the pregnancy results in other than a live child or the child dies in the fourteen weeks immediately after the birth, the entitlement to paid parental leave remains intact.
- (4) Adoption of a child
- (a) An employee seeking to adopt a child shall be entitled to two (2) days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The employee may take any paid leave entitlement in lieu of this leave.
 - (b) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may take any other paid leave entitlement in lieu of the terminated parental leave or return to work.
- (5) Partner Leave
- (a) An employee who is not a primary care giver shall be entitled to a period of unpaid partner leave of up to one (1) week at the time of the birth of a child/children to his or her partner. In the case of adoption of a child this period shall be increased to up to three (3) weeks unpaid leave.
 - (b) The employee may request to extend the period of unpaid partner leave up to a maximum of eight weeks.

- (c) The employer is to agree to an employee's request to extend their partner leave under (5)(b) unless:
- (i) having considered the employee's circumstances, the employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or
 - (ii) there are grounds to refuse the request relating to its adverse effect on the employer's business and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:
 - cost;
 - lack of adequate replacement staff;
 - loss of efficiency; and
 - impact on the production or delivery of products or services by the Employer.
- (d) The Employer is to give the employee written notice of the employer's decision on a request for extended partner leave. If the employee's request is refused, the notice is to set out the reasons for the refusal.
- (e) An employee who believes their request for extended partner leave under (5)(b) 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) The taking of partner leave by an employee shall have no effect on their or their partner's entitlement, where applicable, to paid parental leave under this clause.
- (6) Other leave entitlements
- (a) An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave for the whole or part of the period of unpaid parental leave.
 - (b) Subject to all other leave entitlements being exhausted, an employee shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two (2) years. The employer is to agree to a request to extend their leave unless:
 - (i) having considered the employee's circumstances, the employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or
 - (ii) there are grounds to refuse the request relating to its adverse effect on the employer's business and those grounds would satisfy a reasonable person. Those grounds include, but are not limited to:
 - cost;
 - lack of adequate replacement employees;
 - loss of efficiency; and
 - the impact on the production or delivery of products and services by the employer.
 - (c) The employer is to give the employee written notice of the employer's decision on a request for leave without pay under (6)(b). If the request is refused, the notice is to set out the reasons for the refusal.
 - (d) An employee who believes their request for leave without pay under (6)(b) 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.

- (e) Any period of leave without pay must be applied for and approved in advance and will be granted on a year-by-year basis. Where both partners work for the employer the total combined period of leave without pay following parental leave will not exceed two (2) years.
- (f) An employee on parental leave is not entitled to paid sick leave and other paid absences other than as specified in (6)(a) and (6)(g).
- (g) Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid sick leave cannot be taken concurrently with paid parental leave.
- (h) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.

(7) Notice and Variation

- (a) An employee shall give not less than four (4) weeks notice in writing to the employer of the date the employee proposes to commence paid or unpaid parental leave stating the period of leave to be taken.
- (b) An employee seeking to adopt a child shall not be in breach of paragraph (7)(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 parental leave may elect to take a shorter period of parental leave and may at any time during that period elect to reduce or extend the period stated in the original application, provided four (4) weeks written notice is provided.

(8) Transfer to a safe job

- (a) If the employee gives her employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, 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; thenthe 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.
- (b) If the employee's employer does not think it to be reasonably practicable to modify the duties of the position or transfer the employee to a safe job the employee is entitled to paid leave for the period during which she is unable to continue in her present position.
- (c) An entitlement to paid leave provided in clause (8)(b) is in addition to any other leave entitlement the employee has and is to be paid the amount the employee would reasonably have expected to be paid if the employee had worked during that period.
- (d) An entitlement to paid leave provided in clause (8)(b) 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;

- (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.

(9) Communication during Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with (9)(a).

(10) Replacement Employee

Prior to engaging a replacement employee the employer shall inform the person of the temporary nature of the employment and the entitlements relating to the return to work of the employee on parental leave.

(11) Return to Work

- (a) An employee shall confirm the intention to return to work by notice in writing to the employer not less than four (4) weeks prior to the expiration of parental leave.
- (b) An employee on return to work from parental 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 parental leave.
- (c) Where an employee was transferred to a safe job or proceeded on leave as provided for in (8)(b) of this clause, the employee is entitled to return to the position occupied immediately prior to the transfer or the taking of the leave.

(12) Right to return to work on a modified basis

- (a) 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 at the same classification level in accordance with Clause 6. – Part-Time Employment of this Award.
- (b) 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 parental leave.

(13) Right to revert

- (a) An employee who has returned on a part time or modified basis in accordance with subclause (12) may subsequently request the employer to permit the employee to resume working on the same basis as the employee worked immediately before starting parental leave or full time work at the same classification level.
- (b) An employer is to agree to a request to revert made under (13)(a) 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.

- (c) An employer is to give the employee written notice of the employer's decision on a request to revert under (13)(a). If the request is refused, the notice is to set out the reasons for the refusal.
 - (d) An employee who believes their request to revert under (13)(a) 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.
- (14) Effect of Parental Leave on the Contract of Employment
- (a) An employee employed for a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.
 - (b) Paid parental leave will count as qualifying service for all purposes of this Award. During paid parental leave at half pay all entitlements will accrue as if the employee had taken the entitlement to paid parental leave at full pay.
 - (c) Absence on unpaid parental leave shall not break the continuity of service of employees but shall not be taken into account in calculating the period of service for any purpose of this Award.
 - (d) An employee on parental leave may terminate employment at any time during the period of leave by the giving of the required period of written notice.
 - (e) An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or absence on parental leave but otherwise the rights of the employer in respect of termination of employment are not affected.

33. – OTHER FORMS OF LEAVE

- (1) The following clauses of the Public Service Award 1992 shall apply to all employees:
- (a) Clause 13. - Purchased Leave – 44/52 Salary Arrangement
 - (b) Clause 29. - Leave Without Pay, provided that the provisions of Administrative Instruction 610 shall also apply with respect to the effect of leave without pay on increments and other entitlements
 - (c) Clause 30. - Study Assistance
 - (d) Clause 34. - Blood/Plasma Donor's Leave
 - (e) Clause 35. - Emergency Services Leave
 - (f) Clause 38. – Trade Union Training Leave
 - (g) Clause 39. - Defence Force Reserves Leave
 - (h) Clause 41. - Witness and Jury Services
- (2) The following clauses of the Public Services Award 1992 shall also apply to Parliamentary Officers:
- (a) Clause 31. - Short Leave

34. - LEAVE TO ATTEND UNION BUSINESS

- (1) The employer shall grant paid leave at the ordinary rate of pay during normal working hours to an employee:-

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

PART 7 RIGHTS AND OBLIGATIONS

35. - RECORDS AND INFORMATION

- (1) The employer shall keep or cause to be kept a time and salaries record showing:
- (a) the employee's name and, if the employee is under 21 years of age, his or her date of birth;
 - (b) the industrial instruments that apply;
 - (c) the date on which the employee commenced employment with the employer;
 - (d) for each day
 - (i) the time at which the employee started and finished work;

- (ii) the period or periods for which the employee was paid;
- and
- (iii) details of work breaks including meal breaks;
- (e) for each pay period
 - (i) the employee's designation and classification;
 - (ii) the gross and net amounts paid to the employee under the industrial instrument;
 - and
 - (iii) all deductions and the reasons for them;
- (f) all leave taken by the employee, whether paid partly paid or unpaid;
- (g) the information necessary for the calculation of the entitlement to, and payment for long service leave under this Award;
- (i) any information, not otherwise covered by this subsection, that is necessary to show that the remuneration and benefits received by the employee comply with the industrial instrument.

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

(2) The employer must ensure that –

- (a) the employment records are kept in accordance with regulations made by the Governor;
 - (b) each entry in relation to long service leave is retained –
 - (i) during the employment of the employee; and
 - (ii) for not less than 7 years after the employment terminates;
 - and
 - (c) each other entry is retained for not less than 7 years after it is made
- (3) (a) The time and salary record shall on demand be produced for inspection by the General Secretary or duly accredited official of the Association or the Union during the employer's usual office hours and when necessary the duly accredited official of the Association or the Union may take a copy of the record.
- (b) the Association or the Union shall;
 - (i) give prior notification to the employer on when it proposes to inspect the record;
 - (ii) not conduct interviews whilst a House is sitting;
 - (iii) treat with confidentiality any information obtained from time and salary records.
 - (c) The employer's officer shall be deemed to be a convenient place for the purposes of inspecting records and if for any reason the time and salary record is not available when the duly accredited official of the Association or the Union calls to inspect it, the record will be made available for inspection at a mutually convenient time at the employer's office

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

36. - RIGHT OF ENTRY

- (1) The parties shall act consistently with the terms of the Division 2 G – ‘Right of Entry and Inspection by Authorised Representatives’ of the *Industrial Relations Act 1979*.
- (2) An authorised representative shall, on notification to the employer, have the right to enter the employer’s premises during working hours, including meal breaks, for the purpose of discussing with relevant employees who wish to participate in those discussions:
 - (a) the legitimate business of the Association and/or Union; or
 - (b) for the purpose of investigating complaints concerning the application of this Award,but shall in no way unduly interfere with the work of employees.

37. - FACILITIES FOR UNION/ASSOCIATION REPRESENTATIVES

- (1) The employer recognises the rights of the Union/Association to organise and represent their members. Union/Association representatives in the employer’s workplaces are employees of the employer and have a legitimate role and function in assisting the Union/Association in the tasks of recruitment, organising, communication and representing the individual and collective interests of members in the workplace, Parliament and Union/Associate electorate.
- (2) The employer recognises that, under the Union’s/Association’s rules, Union/Association representatives are members of an Electorate Delegates Committee representing members within a Union/Association electorate. A Union/Association electorate may cover more than one employer.
- (3) The employer will recognise Union/Association representatives in the employer’s workplaces and will allow them to carry out their role and functions.
- (4) The Union/Association will advise the employer in writing of the names of the Union/Association representatives in the employer’s workplaces.
- (5) The employer shall recognise the authorisation of each Union/Association representative in the employer’s workplaces and shall provide them with the following:
 - (a) Paid time off from normal duties to perform their functions as a Union/Association representative such as organising, recruiting, handling individual matters and workplace disputes, collective bargaining, involvement in the electorate delegates committee and to attend Union/Association business in accordance with clause 34 - Leave to Attend Union Business of this 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 – including broadcast emails – to all employees, internet, a Union/Association noticeboard, photocopiers and stationery. Such access to facilities shall not unreasonably affect the employer’s operations and shall be subject to the employer’s Code of Conduct.
 - (c) Paid access to periods of leave for the purpose of attending Union/Association training courses in accordance with clause 38 - Trade Union Training Leave of the *Public Service Award 1992*. Regional representatives will be provided with appropriate travel time.
 - (d) Notification of the commencement of new employees, and as part of their induction, time to discuss the benefits of Union/Association membership with them.
 - (e) Access to awards, industrial agreements, policies and procedures.
 - (f) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives, Grievance Officers and First Aid Officers.

- (6) The employer recognises it is paramount that Union/Association representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a Union/Association representative.

37A. – REPRESENTATION RIGHTS

Employee Entitlement to Representation

- (1) For the purposes of representation under this clause, significant matters are discipline, performance, employee entitlements, fitness for work and return to work.
- (2) In respect of significant matters an employee's right to representation includes advocacy.
- (3) The employer will recognise the choice of representative made by an employee, which may include a Union/Association representative, a Union/Association official or an employee of the Union/Association.
- (4) If:
 - (a) a representative nominated by an employee, being an organisation within the meaning of the *Industrial Relations Act 1979* (the Act), an employee or officer of such an organisation, a Union/Association representative within the meaning of clause 37(2) of this Award, a person registered under section 112A of the Act, an employee or officer of such a person, or a legal practitioner, or
 - (b) an employee,notifies the employer in writing that a representative acts for the employee in relation to a matter and provides the identity and contact details of the representative, the employer must recognise that person's representational capacity in all future dealings on that matter.
- (5) The presence of a representative is not necessary at every meeting between an employee and the employer (or a representative of the employer). Where the meeting involves a significant matter the representative shall be permitted to attend. All parties will make reasonable efforts to avoid unnecessary delays.
- (6) The employer accepts a representative can advocate on behalf of the employee at the meeting. For the purposes of this clause only, an advocate may make comments on the process, ask questions, seek clarification of questions put to the employee, seek adjournments to confer with the employee and provide further comments at the conclusion of the interview, but will not answer questions of fact put to the employee.

38. - PRESERVATION AND NON-REDUCTION

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

39. - ESTABLISHMENT OF CONSULTATIVE MECHANISMS

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

40. - INTRODUCTION OF CHANGE

- (1) (a) Where the employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Association and/or Union as applicable.
- (b) For the purpose of this clause "significant effects" includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs.

Provided that where this Award or any other Award or Agreement that applies to employees covered by this Award makes provision for alteration of any of the matters referred to in this clause, an alteration shall be deemed not to have significant effect.

- (2) (a) The employer shall discuss with the employees affected and the Association and/or Union, (as applicable), amongst other things:
- (i) the introduction of the changes referred to in subclause (1) of this clause;
 - (ii) the effects the changes are likely to have on employees;
 - (iii) measures to avert or mitigate the adverse effects of such changes on employees; and
 - (iv) shall give prompt consideration to matters raised by the employees and the Association and/or Union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a firm decision is made by the employer to make the changes referred to in subclause (1) of this clause, unless by prior arrangement, the Association and/or Union (as applicable) is represented on the body formulating recommendations for change to be considered by the employer.
- (c) For the purposes of such discussion the employer shall provide to the employees concerned and the Association and/or Union (as applicable) all relevant information about the changes including:
- (i) the nature of the changes proposed;
 - (ii) the expected effects of the changes on employees; and
 - (iii) any other matters likely to affect employees.

Provided that the employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

41. – ACCESS TO THE AWARD

Employees shall be entitled to have access to a copy of this Award. Sufficient copies shall be made available, either hard copy or by modern electronic means by the employer for this purpose. Where a hard copy is requested it shall be made available.

42. – DISPUTE SETTLEMENT PROCEDURE

- (1) Any questions, disputes or difficulties arising under this Award or in the course of the employment of employees covered by the Award shall be dealt with in accordance with this clause.

- (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 working days.
- (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 working days.
- (4) If the dispute is still not resolved, it may be referred by the employee/s or Union/Association representative to the employer or their nominee.
- (5) Where the dispute cannot be resolved within five working days of the Union/Association representative's referral of the dispute to the employer or their nominee, either party may refer the matter to the Western Australian Industrial Relation Commission.
- (6) The period for resolving a dispute may be extended by agreement between the parties.
- (7) At all stages of the procedure, the employee may be accompanied by a Union/Association representative.

43. - NAMED PARTIES

The named parties to the Award are -

The Civil Service Association of Western Australia Incorporated

United Voice WA

The Governor of Western Australia in Council

The President of the Legislative Council

The Speaker of the Legislative Assembly

VARIATION RECORD

PARLIAMENTARY EMPLOYEES AWARD 1989

No.s. A 15 OF 1987, A 4 OF 1988, A 7 OF 1988, & A 7 OF 1989

Variations prior to 21/09/12 see below past Variation Record.

Delivered 27/10/89 at 70 WAIG 745.

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

Varied & Consolidated 21/09/12 by APPL 82/ 2007 at 92 WAIG 1752

| CLAUSE NO. | EXTENT OF VARIATION | ORDER NO. | OPERATIVE DATE | GAZETTE REFERENCE |
|--|----------------------------|------------------|-----------------------|--------------------------|
| 1. Title | | | | |
| 2. Arrangement | | | | |
| | Cl | P 3/2019 | 01/01/21 | UNREPORTED |
| 3. Scope | | | | |
| 4. Term | | | | |
| 5. Definitions | | | | |
| 6. Part-time Employees | | | | |
| 7. Casual Employment | | | | |
| 8. Redundancy | | | | |
| 9. Hours of Duty | | | | |
| 10. Overtime | | | | |
| 11. Meal Breaks | | | | |
| 12. Shift Work | | | | |
| 13. Minimum Adult Award Wage | | | | |
| | Cl. | 1/13 | 01/07/13 | 93 WAIG 1033 |
| | Cl. | 1/14 | 01/07/14 | 94 WAIG 1252 |
| | Cl. | 1/15 | 01/07/15 | 95 WAIG 1225 |
| | Cl. | 1/16 | 01/07/16 | 96 WAIG 1071 |
| | Cl. | 1/17 | 01/07/17 | 97 WAIG 1137 |
| | Cl | 1/18 | 01/07/18 | 98 WAIG 263 & 857 |
| | Cl | 1/19 | 01/07/19 | 99 WAIG 509 & 1170 |
| 14. Payment of Salaries and Wages | | | | |
| 15. Parliamentary Officers – Salaries | | | | |
| | Cl. | 1/13 | 01/07/13 | 93 WAIG 1033 |
| | Cl. | 1/14 | 01/07/14 | 94 WAIG 1252 |
| | Cl. | 1/15 | 01/07/15 | 95 WAIG 1225 |
| | Cl. | 1/16 | 01/07/16 | 96 WAIG 1071 |
| | Cl. | 1/17 | 01/07/17 | 97 WAIG 1137 |
| | Cl | 1/18 | 01/07/18 | 98 WAIG 263 & 857 |
| | Cl | 1/19 | 01/07/19 | 99 WAIG 509 & 1170 |
| 16. Parliamentary Support Services Employee Wages | | | | |
| | Cl. | 1/13 | 01/07/13 | 93 WAIG 1033 |
| | (3) - (4) | 47/13 | 18/12/13 | 94 WAIG 21 |
| | Cl. | 1/14 | 01/07/14 | 94 WAIG 1252 |
| | (3) - (4) | 9/14 | 13/02/15 | 95 WAIG 327 |

| | | | |
|-----------|-------|----------|--------------------|
| Cl. | 1/15 | 01/07/15 | 95 WAIG 1225 |
| Cl. | 1/16 | 01/07/16 | 96 WAIG 1071 |
| (3) - (4) | 39/16 | 11/08/16 | 96 WAIG 1324 |
| Cl. | 1/17 | 01/07/17 | 97 WAIG 1137 |
| (3) – (4) | 12/18 | 06/03/18 | 98 WAIG 107 |
| Cl | 1/18 | 01/07/18 | 98 WAIG 263 & 857 |
| Cl | 1/19 | 01/07/19 | 99 WAIG 509 & 1170 |

17. Apprentices

18. Salary Packaging

19. Meal Allowance

| | | | |
|-----|-------|----------|--------------|
| (1) | 47/13 | 18/12/13 | 94 WAIG 21 |
| (1) | 9/14 | 13/02/15 | 95 WAIG 327 |
| (1) | 39/16 | 11/08/16 | 96 WAIG 1324 |
| (1) | 12/18 | 06/03/18 | 98 WAIG 107 |

20. Miscellaneous Allowances

21. Special Provisions

22. Higher Duties Allowance – Parliamentary Support Service Employees

23. Uniform and Clothing

| | | | |
|-----|-------|----------|--------------|
| (2) | 47/13 | 18/12/13 | 94 WAIG 21 |
| (2) | 9/14 | 13/02/15 | 95 WAIG 327 |
| (2) | 39/16 | 11/08/16 | 96 WAIG 1324 |
| (2) | 12/18 | 06/03/18 | 98 WAIG 107 |

24. First Aid

25. Breakages

26. Public Holidays

27. Annual Leave

28. Long Service Leave

29. Sick Leave

30. Carer's Leave

31. Bereavement Leave

32. Parental Leave

33. Other Forms of Leave

34. Leave to Attend Union Business

35. Records and Information

36. Right of Entry

37. Facilities for Union Representatives

| | | | |
|----|----------|----------|------------|
| Cl | P 3/2019 | 01/01/21 | UNREPORTED |
|----|----------|----------|------------|

(37. Union Facilities for Union Representatives)

37A. Representation Rights

| | | | |
|---------|----------|----------|------------|
| Ins. Cl | P 3/2019 | 01/01/21 | UNREPORTED |
|---------|----------|----------|------------|

38. Preservation and Non-Reduction

39. Establishment of Consultative Mechanisms

40. Introduction of Change

41. Access to the Award

42. Dispute Settlement Procedure

43. Named Parties

(SEE NEW VARIATION RECORD ABOVE)
VARIATION RECORD
PARLIAMENTARY EMPLOYEES AWARD 1989
Nos. A 15 OF 1987, A 4 OF 1988, A 7 OF 1988, AND A 7 OF 1989

Delivered 27/10/89 at 70 WAIG 745.

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

| CLAUSE NO. | EXTENT OF VARIATION | ORDER NO. | OPERATIVE DATE | GAZETTE REFERENCE |
|---|--------------------------------|-------------------|-----------------------|--------------------------|
| 1. Title | | | | |
| | as delivered | | 27/10/89 | 70 WAIG 745 |
| (1A. State Wage Principles) | | | | |
| | Ins. Cl. | 1752/91 | 31/01/92 | 72 WAIG 191 |
| | Cl. & Title | 1457/93 | 24/12/93 | 74 WAIG 198 |
| (1A. State Wage Principles December 1993) | | | | |
| | Cl. & Title | 985/94 | 30/12/94 | 75 WAIG 23 |
| (1A. Statement of Principles December 1994) | | | | |
| | Cl. & Title | 1164/95 | 21/03/96 | 76 WAIG 911 |
| (1A. Statement of Principles - March 1996) | | | | |
| | Cl & Title | 915/96 | 7/08/96 | 76 WAIG 3368 |
| (1A Statement of Principles - August 1996) | | | | |
| | Cl & Title | 940/97 | 14/11/97 | 77 WAIG 3177 |
| (1A. Statement of Principles - November 1997) | | | | |
| | Cl. & Title | 757/98 | 12/06/98 | 78 WAIG 2579 |
| (1A. Statement of Principles - June, 1998) | | | | |
| | Del. Cl. & Title | 609/99 | 06/07/99 | 79 WAIG 1843 |
| 1B. Minimum Adult Award Wage | | | | |
| | Ins. 1B | 940/97 | 14/11/97 | 77 WAIG 3177 |
| | Cl. | 1024/98 & P 30/98 | 22/07/98 | 78 WAIG 3338 |
| | (2),(3),(5) & (8) rates & text | 609/99 | 01/08/99 | 79 WAIG 1843 |
| | Cl. | 654/00 | 01/08/00 | 80 WAIG 3379 |
| | Cl. | 752/01 | 01/08/01 | 81 WAIG 1721 |
| | Cl. | 797/02 | 01/08/02 | 82 WAIG 1369 |
| | Cl. | 569/03 | 5/06/03 | 83 WAIG 1899 & 2488 |
| | (9) | 1197/03 | 1/11/03 | 83 WAIG 3537 |
| | Cl. | 570/04 | 4/06/04 | 84 WAIG 1521 |
| | Cl. | 576/05 | 07/07/05 | 85 WAIG 2083 & 2716 |
| | Cl. | 957/05 | 07/07/06 | 86 WAIG 1631 & 2246 |
| | Cl. | 1/07 | 01/07/07 | 87 WAIG 1487 & 2147 |
| | Cl. | 115/07 | 01/07/08 | 88 WAIG 773 & 1367 |
| | Cl. | 1/09 | 01/10/09 | 89 WAIG 735 & 1799 |
| | Cl. | 2/10 | 01/07/10 | 90 WAIG 568 & 1211 |
| | Cl. | 2/11 | 01/07/11 | 91 WAIG 1008 & 1623 |
| 2. Arrangement | | | | |
| | Titles Cl.23 & 24; | 634/90(R2) | 19/11/90 | 71 WAIG 2580 |
| | Ins. 33 - 36 | | | |
| | Ins. 37 & 38 | P26/91 | 20/11/91 | 72 WAIG 244 |
| | Ins. 1A. | 1752/91 | 31/01/92 | 72 WAIG 191 |
| | Ins. 39 | 595/93 | 27/10/89 | 73 WAIG 1317 |
| | 1A. Title | 1457/93 | 24/12/93 | 74 WAIG 198 |
| | Ins. 24A | 22/95 | 09/01/95 | 75 WAIG 709 |
| | 1A. Title | 985/94 | 30/12/94 | 75 WAIG 23 |
| | Renumber Cl. 39 as Cl. 41; | | | |
| | Ins. Cl. 39 & 40 | 1423/93 | 09/10/95 | 75 WAIG 3044 |
| | 1A. Title | 1164/95 | 21/03/96 | 76 WAIG 911 |
| | 1A. Title | 915/96 | 7/08/96 | 76 WAIG 3368 |
| | 1A | 940/97 | 14/11/97 | 77 WAIG 3177 |
| | Ins. 1B | 940/97 | 14/11/97 | 77 WAIG 3177 |

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| | 21. Title | 2053(2)/97 | 22/11/97 | 77 WAIG 3171 |
| | 1A. Title | 757/98 | 12/06/98 | 78 WAIG 2579 |
| | Ins. 42 | P 14/98 | 25/09/98 | 78 WAIG 4388 |
| | Del. 1A | 609/99 | 06/07/99 | 79 WAIG 1843 |
| 3. Scope | as delivered | | 27/10/89 | 70 WAIG 745 |
| 4. Term | as delivered | | 27/10/89 | 70 WAIG 745 |
| 5. Definitions | Ins. Definitions | 634/90(R2) | 19/11/90 | 71 WAIG 2580 |
| | Cl. | P 14/98 | 25/09/98 | 78 WAIG 4388 |
| 6. Hours of Duty | as delivered | | 27/10/89 | 70 WAIG 745 |
| 7. Overtime | (5)(6); Ins. (7) | 634/90(R2) | 19/11/90 | 71 WAIG 2580 |
| 8. Meal Breaks | as delivered | | 27/10/89 | 70 WAIG 745 |
| 9. Meal Allowance | as delivered | | 27/10/89 | 70 WAIG 745 |
| | (1) (amount) | P27/96 | 31/07/96 | 76 WAIG 4285 |
| | (1)(amounts) | P15/97 | 01/07/97 | 77 WAIG 1980 |
| | Cl | P52/98 | 01/01/99 | 79 WAIG 1170 |
| | (1) (amount) | P23/00 | 04/07/00 | 85 WAIG 897 |
| | (1) | P4/03 | 19/09/03 | 83 WAIG 3345 |
| | Cl. | P9/04 | 14/09/04 | 84 WAIG 3269 |
| | (1) (amount) | P20/05 | 25/10/05 | 85 WAIG 3730 |
| | Corr Ord (1) (Date) | P20/05 | 19/10/05 | 85 WAIG 3731 |
| | (1) | P 20/06 | 15/08/06 | 86 WAIG 2804 |
| | (1) | P 8/07 | 15/10/07 | 87 WAIG 2918 |
| | (1) | P 22/08 | 7/11/08 | 88 WAIG 2287 |
| | (1) | P 19/09 | 28/08/09 | 89 WAIG 1115 |
| | (1) | P 34/10 | 24/9/10 | 90 WAIG 1757 |
| | (1) | P 15/11 | 16/9/11 | 91 WAIG 2147 |
| | (1) | P 17/12 | 8/8/2012 | 92 WAIG 1588 |
| 10. Shift Work Allowance | as delivered | | 27/10/89 | 70 WAIG 745 |
| | Cl. | 967/91 | 03/04/92 | 72 WAIG 1089 |
| 11. Public Holidays | as delivered | | 27/10/89 | 70 WAIG 745 |
| 12. Annual Leave | (3)(f); | 634/90(R2) | 19/11/90 | 71 WAIG 2580 |
| 13. Long Service Leave | as delivered | | 27/10/89 | 70 WAIG 745 |
| 14. Compassionate Leave | as delivered | | 27/10/89 | 70 WAIG 745 |
| 15. Leave of Absence | as delivered | | 27/10/89 | 70 WAIG 745 |
| 16. Trade Union Training Leave | as delivered | | 27/10/89 | 70 WAIG 745 |
| 17. Leave to Attend Union Business | as delivered | | 27/10/89 | 70 WAIG 745 |
| 18. Special Provisions | as delivered | | 27/10/89 | 70 WAIG 745 |
| 19. Allowances | Cl. | 634/90(R2) | 19/11/90 | 71 WAIG 2580 |
| | Cl. | 623/92 | 06/07/92 | 72 WAIG 1807 |
| 20. Records and Information | as delivered | | 27/10/89 | 70 WAIG 745 |
| (21. Deduction of Subscription) | as delivered | | 27/10/89 | 70 WAIG 745 |

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| Cl & Title | 2053(2)/97 | 22/11/97 | 77 WAIG 3171 |
| 21. Deleted | | | |
| 22. Right of Entry | | | |
| as delivered | | 27/10/89 | 70 WAIG 745 |
| Ins. Para | 2053/1/97 | 22/11/97 | 77 WAIG 3138 |
| (Payment of Salaries) | | | |
| Cl.& title | 634/90 (R2) | 19/11/90 | 71 WAIG 2580 |
| 23. Payment of Salaries and Wages | | | |
| (24. Salaries) | | | |
| as delivered | | 27/10/89 | 70 WAIG 745 |
| Cl. & title | 634/90(R2) | 19/11/90 | 71 WAIG 2580 |
| 24. Parliamentary Officers – Salaries | | | |
| (3); Ins. (4); | P26/91 | 20/11/91 | 72 WAIG 244 |
| (3) | 22/95 | 09/01/95 | 75 WAIG 709 |
| (3) | P 53/95 | 14/08/95 | 75 WAIG 2594 |
| (3) | P23/96 | 14/07/96 | 76 WAIG 2765 |
| (3) | P20/95 | 29/07/96 | 77 WAIG 2442 |
| Rates | 940/97 | 14/11/97 | 77 WAIG 3177 |
| (3) | 1024/98 & P 30/98 | 22/07/98 | 78 WAIG 3338 |
| (3) Rates | 609/99 | 01/08/99 | 79 WAIG 1843 |
| Cl. | 654/00 | 01/08/00 | 80 WAIG 3379 |
| Cl. | 752/01 | 01/08/01 | 81 WAIG 1721 |
| (3) | 797/02 | 01/08/02 | 82 WAIG 1369 |
| (3), ins (5) | P 33/02 | 21/08/02 | 82 WAIG 2462 |
| Cl. | 569/03 | 5/06/03 | 83 WAIG 1899 & 2488 |
| Cl. | 570/04 | 4/06/04 | 84 WAIG 1521 & 1951 |
| Cl. | 576/05 | 07/07/05 | 85 WAIG 2083 & 2716 |
| Cl. | 957/06 | 07/07/06 | 86 WAIG 1631 & 2246 |
| Cl. | 1/07 | 01/07/07 | 87 WAIG 1487 & 2147 |
| Cl. | 115/07 | 01/07/08 | 88 WAIG 773 & 1367 |
| Cl. | 1/09 | 01/10/09 | 89 WAIG 735 & 1799 |
| Cl. | 2/10 | 01/07/10 | 90 WAIG 568 & 1211 |
| Cl. | 2/11 | 01/07/11 | 91 WAIG 1008 & 1623 |
| Cl. | 2/12 | 01/07/12 | 92 WAIG 1588 |
| 24A. Arbitrated Safety Net Adjustment | | | |
| Ins. Cl. | 22/95 | 09/01/95 | 75 WAIG 709 |
| Cl. | P 53/95 | 14/08/95 | 75 WAIG 2594 |
| Cl. | P23/96 | 14/07/96 | 76 WAIG 2765 |
| Ins. Text | 940/97 | 14/11/97 | 77 WAIG 3177 |
| Cl. | 1024/98 & P 30/98 | 22/07/98 | 78 WAIG 3338 |
| Insert text | 609/99 | 01/08/99 | 79 WAIG 1843 |
| Cl. | 654/00 | 01/08/00 | 80 WAIG 3379 |
| Cl. | 752/01 | 01/08/01 | 81 WAIG 1721 |
| Cl. | 569/03 | 5/06/03 | 83 WAIG 1899 & 2488 |
| Cl. | 570/04 | 4/06/04 | 84 WAIG 1521 & 1951 |
| Cl. | 576/05 | 07/07/05 | 85 WAIG 2083 & 2716 |
| Cl. | 957/05 | 07/07/06 | 86 WAIG 1631 & 2246 |
| Cl. | 1/07 | 01/07/07 | 87 WAIG 1487 & 2147 |
| Cl. | 115/07 | 01/07/08 | 88 WAIG 773 & 1367 |
| Cl. | 1/09 | 01/10/09 | 89 WAIG 735 & 1799 |
| Cl. | 2/10 | 01/07/10 | 90 WAIG 568 & 1211 |
| 25. Parliamentary Support Services Employee Wages | | | |
| Cl. | 634/90(R2) | 19/11/90 | 71 WAIG 2580 |
| Correcting Order | 634/90(R2) | 19/11/90 | 71 WAIG 2584 |
| Cl. | 1597/93 | 09/01/95 | 75 WAIG 710 |
| (1)(a),(3) & (4) | 419/95 | 30/06/95 | 75 WAIG 2594 |
| (1)(a)&(b) | 1096/94 | 20/07/95 | “not published” |
| (1)(a)&(b) | 1096/94CORR | 20/07/95 | 76 WAIG 472 |
| (1) | 366/96 | 20/07/96 | 76 WAIG 4284 |
| (3)&(4) | 1425/96 | 12/11/96 | 77 WAIG 244 |

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| Rates & Ins. Text | 940/97 | 14/11/97 | 77 WAIG 3177 |
| (1) (3) (4) | 1024/98 & P 30/98 | 22/07/98 | 78 WAIG 3338 |
| (1)(a) Rates | 609/99 | 01/08/99 | 79 WAIG 1843 |
| (3) | 848/99 | 27/08/99 | 79 WAIG 3047 |
| Cl. | 654/00 | 01/08/00 | 80 WAIG 3379 |
| (3)(a) – (c) & (4) | 709/00 | 09/11/00 | 80 WAIG 5602 |
| Cl. | 752/01 | 01/08/01 | 81 WAIG 1721 |
| (3) & (4) | 964/01 | 07/01/02 | 82 WAIG 294 |
| (1) | 797/02 | 01/08/02 | 82 WAIG 1369 |
| (3) & (4) | 967/02 | 28/01/03 | 83 WAIG 795 |
| Cl. | 569/03 | 5/06/03 | 83 WAIG 1899 & 2488 |
| Cl. | 570/04 | 4/06/04 | 84 WAIG 1521 & 1951 |
| (3) & (4) | 703/03 | 11/03/05 | 85 WAIG 1204 |
| Cl. | 576/05 | 07/07/05 | 85 WAIG 2083 & 2716 |
| Cl. | 957/05 | 07/07/06 | 86 WAIG 1631 & 2246 |
| (3) & (4) | 157/06 | 05/02/07 | 87 WAIG 213 |
| Cl. | 1/07 | 01/07/07 | 87 WAIG 1487 & 2147 |
| Cl. | 115/07 | 01/07/08 | 88 WAIG 773 & 1367 |
| (3) & (4) | 102/08 | 12/11/08 | 88 WAIG 2287 |
| Cl. | 1/09 | 01/10/09 | 89 WAIG 735 & 1799 |
| Cl. | 2/10 | 01/07/10 | 90 WAIG 568 & 1211 |
| Cl. | 2/11 | 01/07/11 | 91 WAIG 1008 & 1623 |
| Cl. | 2/12 | 01/07/12 | 92 WAIG 1588 |
| 26. First Aid | | | |
| as delivered | | 27/10/89 | 70 WAIG 745 |
| 27. Breakages | | | |
| as delivered | | 27/10/89 | 70 WAIG 745 |
| 28. Uniforms and Clothing | | | |
| as delivered | | 27/10/89 | 70 WAIG 745 |
| Rates | 405/97 | 22/04/97 | 77 WAIG 1490 |
| (2) | 848/99 | 27/08/99 | 79 WAIG 3047 |
| (2) | 709/00 | 09/11/00 | 80 WAIG 5602 |
| (2) | 964/01 | 07/01/02 | 82 WAIG 294 |
| (2) | 967/02 | 28/01/03 | 83 WAIG 795 |
| (2) | 703/03 | 11/03/05 | 85 WAIG 1204 |
| (2) | 157/06 | 05/02/07 | 87 WAIG 213 |
| (2) | 102/08 | 12/11/08 | 88 WAIG 2287 |
| 29. Preservation and Non-Reduction | | | |
| as delivered | | 27/10/89 | 70 WAIG 745 |
| 30. Sick Leave | | | |
| as delivered | | 27/10/89 | 70 WAIG 745 |
| 31. Maternity Leave | | | |
| as delivered | | 27/10/89 | 70 WAIG 745 |
| 32. No Extra Claims | | | |
| as delivered | | 27/10/89 | 70 WAIG 745 |
| 33. Part-Time Employment | | | |
| Ins. cl. | 634/90(R2) | 19/11/90 | 71 WAIG 2580 |
| 34. Casual Employment | | | |
| Ins. cl. | 634/90(R2) | 19/11/90 | 71 WAIG 2580 |
| 35. Apprentices | | | |
| Ins. cl. | 634/90(R2) | 19/11/90 | 71 WAIG 2580 |
| 36. Higher Duties Allowance - Parliamentary Support Service Employees | | | |
| Ins. cl. | 634/90(R2) | 19/11/90 | 71 WAIG 2580 |
| 37. Establishment of Consultative Mechanisms | | | |
| Ins. Cl. | P26/91 | 20/11/91 | 72 WAIG 244 |
| Cl. | 1096/94 | 20/07/95 | “not published” |
| Cl. | 1096/94CORR | 20/07/95 | 76 WAIG 472 |
| 38. Award Modernisation | | | |
| Ins. Cl. | P26/91 | 20/11/91 | 72 WAIG 244 |
| Cl. | 1096/94 | 20/07/95 | “not published” |
| Cl. | 1096/94CORR | 20/07/95 | 76 WAIG 472 |
| 39. Introduction of Change | | | |

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|-----------------------------|--------------|---------|----------|--------------|
| | Ins. Cl. | 1423/93 | 09/10/95 | 75 WAIG 3044 |
| 40. Redundancy | | | | |
| | Ins. Cl. | 1423/93 | 09/10/95 | 75 WAIG 3044 |
| (39. Named Parties) | | | | |
| | Ins. Cl. | 595/93 | 27/10/89 | 73 WAIG 1317 |
| | Cl. | 962/93 | 16/07/93 | 73 WAIG 2105 |
| | Renumber Cl. | 1423/93 | 09/10/95 | 75 WAIG 3044 |
| 41. Named Parties | | | | |
| | Cl. | P 14/98 | 25/09/98 | 78 WAIG 4388 |
| | Cl | 709/00 | 09/11/00 | 80 WAIG 5602 |
| 42. Salary Packaging | | | | |
| | Ins. 42 | P 14/98 | 25/09/98 | 78 WAIG 4388 |