

PARLIAMENTARY EMPLOYEES GENERAL AGREEMENT 2022**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

PARTIES THE CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA
(INC)

APPLICANT**-v-**

MEDIA, ENTERTAINMENT AND ARTS ALLIANCE OF WESTERN AUSTRALIA (UNION OF EMPLOYEES), THE HON. ALANNA CLOHESY MLC, PRESIDENT OF THE LEGISLATIVE COUNCIL, THE HON. MICHELLE ROBERTS MLA, SPEAKER OF THE LEGISLATIVE ASSEMBLY, UNITED WORKERS UNION

RESPONDENTS

CORAM PUBLIC SERVICE ARBITRATOR
COMMISSIONER T KUCERA

DATE THURSDAY, 7 DECEMBER 2023

FILE NO PSAAG 15 OF 2023

CITATION NO. 2023 WAIRC 00947

Result Agreement registered

Representation

Applicant Mr J Robb

Respondents Ms T Venning on behalf of Media, Entertainment and Arts Alliance of Western Australia (Union of Employees)
Ms T Hunter on behalf of the President of the Legislative Council and the Speaker of the Legislative Assembly
Ms L Judge on behalf of United Workers Union

Order

WHEREAS this is an application pursuant to s 41 of the *Industrial Relations Act 1979* (WA) to register an industrial agreement;

AND WHEREAS I am satisfied that the agreement meets the requirements of the *Industrial Relations Act 1979* (WA) and that it should be registered;

AND WHEREAS the parties have requested that this agreement be registered on the papers;

AND HAVING heard from Mr J Robb as agent on behalf of the applicant and Ms T Venning, Ms T Hunter and Ms L Judge as agents on behalf of the respondents;

NOW THEREFORE the Commission, pursuant to powers conferred under the *Industrial Relations Act 1979* (WA), orders –

THAT the agreement made between the parties filed in the Registry on 18 October 2023 as amended, entitled *Parliamentary Employees General Agreement 2022* (PSAAG 15 of 2023) and attached to this order be registered as an industrial agreement in replacement of the *Parliamentary Employees General Agreement 2021* (PSAAG 3 of 2021), which by operation of s 41(8) is cancelled.

(L.S.) (Sgd.) C. KUCERA

COMMISSIONER T KUCERA
PUBLIC SERVICE ARBITRATOR

PARLIAMENTARY
EMPLOYEES

GENERAL AGREEMENT 2022

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1. TITLE

This Agreement shall be known as the Parliamentary Employees General Agreement 2022 and replaces the Parliamentary Employees General Agreement 2021.

2. ARRANGEMENT

PART 1: APPLICATION OF THE AGREEMENT

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3. DEFINITIONS

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

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

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

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

The President and the Speaker, acting jointly, are the Employer of the Executive Manager, Parliamentary Services, and on the recommendation of the Executive Manager, Parliamentary Services, are the Employer of each member of the Parliamentary Services Department other than the Executive Manager, Parliamentary Services.
- (f) **“General Agreement”** means the Parliamentary Employees General Agreement 2022.
- (g) **“Grievance”** means a formal complaint or expression of concern made by an Employee to a supervisor/manager where the basis of that complaint or concern is the Employee's belief that they have been subjected to unlawful, unfair or inequitable treatment including, but not limited to, employment and leave arrangements, work practices, workplace conflicts, health or safety issues, harassment or discrimination.
- (h) **“Hansard Reporters”** means Hansard Reporters including “trainee” Hansard Reporters.
- (i) **“House”** means either the Legislative Council or the Legislative Assembly of the Parliament of Western Australia.
- (j) **“Officer”** is an Employee who is not a PSSE.
- (k) **“Overtime”** means all work performed at the prior direction of a Departmental Head, or duly authorised delegate, outside an Employee's prescribed ordinary hours of duty.
- (l) **“Partner”** means a person who is either a spouse or a de facto partner.
- (m) **“PSSE”** means Parliamentary Support Services Employee, being all those Employees employed in the occupational areas of gardening, catering, waitperson and bar attending.
- (n) **“PSSE Shift”** means day shift is a shift commencing after 6.00 am and before 12.00 noon, and an afternoon shift is a shift commencing after 12.00 noon and before 6.00 pm.
- (o) **“Replacement Employee”** means an employee specifically engaged to replace an Employee proceeding on parental, adoption, other parent or unpaid grandparental leave.
- (p) **“Roster PSSEs”** means PSSEs who have rostered working hours and includes Shift PSSEs.
- (q) **“Seasonal Employee”** means an Employee employed to meet the regularly occurring seasonal events of a department.
- (r) **“Sessional Officer”** means an Officer who is required by the Departmental Head to be available to work any time when the House sits after 6.00 pm.

- (s) **“Sessional PSSE”** means Parliamentary Support Services Employee, being those employed in the occupational areas of catering, waitperson and bar attending who are required by the Department Head to be available to work any time when the House sits after 6.00 pm and whose roster changes as a consequence of the sitting schedule.
- (t) **“Shift PSSEs”** means PSSEs who are required to work shifts.
- (u) **“Sitting Day”** means a day on which a House actually sits and includes Legislative Assembly Estimates Hearings.
- (v) **“Unions”** means the The Civil Service Association of Western Australia (Inc) and United Workers Union (WA) and the Media, Entertainment and Arts Alliance of Western Australia (Union of Employees).
- (w) **“WAIRC”** means the Western Australian Industrial Relations Commission.

4. PURPOSE OF AGREEMENT

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

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

4.2. The objectives of the General Agreement are:

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

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

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

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

5. APPLICATION AND PARTIES BOUND

- 5.1. The parties bound by the General Agreement are the Unions and the Employer.
- 5.2. The General Agreement shall apply to all Employees who are members of or eligible to be members of the Unions and/or covered by the Award. As at the date of registration the approximate number of Employees covered by this Agreement is 180.
- 5.3. The General Agreement shall be read in conjunction with the Award. Where the provisions of the Award and the General Agreement are inconsistent, the provisions of the General Agreement shall prevail.

6. TERM OF AGREEMENT

- 6.1. This General Agreement shall operate from the beginning of the first pay period on or after the date of registration and, in accordance with section 41 of the *Industrial Relations Act 1979*, will expire on 12 June 2024.
- 6.2. The parties to this General Agreement agree to re-open negotiations for a replacement General Agreement at least six months prior to the expiry of this General Agreement with a view to implement a replacement General Agreement operative from the beginning of the first pay period on or after 13 June 2024.

7. NO FURTHER CLAIMS

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

8. CORE CONDITIONS

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

	CORE CONDITION	OFFICERS	PSES
1	Leave to Attend Association Business	Clause 34 PEA	Clause 34 PEA
2	Trade Union Training Leave	Clause 33 PEA Other forms of leave	Clause 33 Other forms of leave
3	Records and Information	Clause 35 PEA	Clause 35 PEA
4	Right of Entry	Clause 36 PEA	Clause 36 PEA
5	Access to the Award	Clause 41 PEA	Clause 41 PEA
6	Study Leave	Clause 33 PEA Other forms of leave	Clause 33 PEA Other forms of leave

PART 2: SALARY RELATED MATTERS

9. SALARIES AND WAGES

- 9.1. The Salaries and Wages provided for by the General Agreement shall be those contained in Schedule 1A, (Salaries) Parliamentary Officers, and Schedule 1B, (Wages) Parliamentary Support Services Employees, and Schedule 1C, (Salaries) Specified Callings of this General Agreement.

- 9.2. An Employee who is employed by the Employer on the date of registration of this General Agreement will, on registration of the agreement, receive a payment equivalent to the additional salary increase that would have been paid had the salaries in Schedule 1A, 1B or 1C been paid on and from 13 June 2022.
- 9.3. An Employee who resigns or retires or whose employment is otherwise terminated prior to the registration of this agreement is not entitled to the retrospective payment provided in clause 9.2.
- 9.4. The second and final salary/wage increase shall operate on and from 13 June 2023.
- 9.5. Subject to clause 9.3, the Employer will pay the retrospective payment provided in clause 9.2 to an Employee who, prior to the registration of this agreement:
- (a) Was employed in the WA public sector under a different industrial agreement to which a union is a respondent; and
 - (b) Commenced employment with the Employer within one calendar week of ceasing employment with their previous WA public sector Employer.

10. ANNUAL INCREMENTS

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

11. SALARY PACKAGING

- 11.1. An Employee may, by agreement with the Employer, enter into a salary packaging arrangement in accordance with the Parliament's salary packaging guidelines or any similar salary packaging arrangement offered by the Employer.
- 11.2. Salary packaging is an arrangement whereby the entitlements under the General Agreement, contributing toward the Total Employment Cost (as defined in subclause 11.4 of this clause) of an Employee, can be reduced by and substituted with another or other benefits.
- 11.3. For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employers' Superannuation Guarantee contributions.
- 11.4. The TEC for the purposes of salary packaging is calculated by adding:
- (a) The base salary;
 - (b) Other cash allowances; eg annual leave loading;
 - (c) Non-cash benefits; eg superannuation, motor vehicles etc;

- (d) Any Fringe Benefit Tax liabilities currently paid; and
 - (e) Any variable components; eg performance based incentives (where they exist).
- 11.5. Where an Employee enters into a salary packaging arrangement, they will be required to enter into a separate written agreement with the Employer that sets out the terms and conditions of the arrangement.
- 11.6. Notwithstanding any salary packaging arrangement, the salary rate as specified in clause 9, *Salaries and Wages*, of the General Agreement is the basis for calculating salary related entitlements specified in the General Agreement and the Award.
- 11.7. The salary packaging arrangement must be cost neutral in relation to the total cost to the Employer.
- 11.8. The salary packaging arrangement must also comply with relevant taxation laws and the Employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the Employee.
- 11.9. In the event of any increase or additional payments of tax or penalties associated with the employment of the Employee or the provision of Employee benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the Employee.
- 11.10. In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the Employee may vary or cancel a salary packaging arrangement.
- 11.11. The cancellation of salary packaging will not cancel or otherwise affect the operation of the General Agreement.
- 11.12. The Employer shall not unreasonably withhold agreement to salary packaging on request from an Employee.

12. RECOVERY OF UNDERPAYMENTS

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

13. RECOVERY OF OVERPAYMENTS

- 13.1. The Employer has an obligation under the *Financial Management Act 2006* to account for public monies. This requires the Employer to recover overpayments made to an Employee.
- 13.2. Any overpayment will be repaid to the Employer within a reasonable period of time.
- 13.3. Where an overpayment is identified and proven, the Employer will provide the Employee with the written details of the overpayment and notify the Employee of their intent to recover the overpayment.
- 13.4. Where the Employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the Employer and Employee.

- 13.5. If agreement on a repayment schedule cannot be reached within a reasonable period of time, the Employer may deduct the amount of the overpayment over the same period of time that the overpayment occurred provided:
- (a) The Employer may not deduct or require an Employee to repay an amount exceeding 5% of the Employee's net pay in any one pay period without the Employee's agreement; and
 - (b) Where necessary, the Employer may deduct money over a period of time greater than the period of time over which the overpayment occurred.
- 13.6. If the Employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with, clause 67, *Dispute Settlement Procedure*. No deductions relating to the overpayment shall be made from the Employee's pay while the matter is being dealt with in accordance with the Dispute Settlement Procedure.
- 13.7. Nothing in this clause shall be taken as precluding the Employer's legal right to pursue recovery of overpayments.
- 13.8. Where the Employer alters the pay cycle or pay day, any consequential variations to an Employee's fortnightly salary and/or payments to compensate shall not be considered an overpayment for the purposes of this clause.

PART 3: CONTRACT OF EMPLOYMENT

14. CONTRACT OF SERVICE

14.1. Period of Probation

- (a) Every Employee of a department is to serve a probationary period not exceeding three (3) months, unless otherwise determined by the Departmental Head.
- (b) Notwithstanding 14.1(a) it is at the discretion of the Department Head to extend the probationary period, at the commencement of employment, to ensure that an Employee's probationary period include a minimum of eight (8) sitting weeks for employees engaged in the business of the Chambers and/or their committees. The probationary period is not to exceed six (6) months unless eight (8) sitting weeks have not been completed, in which case the probationary period would extend to the period necessary to complete eight (8) sitting weeks.
- (c) At any time during the period of probation, the Departmental Head may annul the appointment and terminate the services of the Employee by the giving of one (1) week's notice or payment in lieu thereof.
- (d) Prior to the expiry of the period of probation, the Departmental Head shall:
 - (i) have a report completed in respect to the Employee's level of performance, efficiency, and conduct; and
 - (ii) confirm the permanent appointment; or
 - (iii) extend the period of probation by up to three (3) months (only), to a maximum period of probation of six (6) months (only); or
 - (iv) terminate the services of the Employee.

14.2. Termination of Employment

- (a) An Employee shall give the Departmental Head written notice of their intention to resign of not less than -
 - (i) one (1) month; or
 - (ii) such other period as specified in the Employee's contract of service where applicable.

- (b) Where an Employee's contract of employment is terminated for any reason other than dismissal, that Employee shall be given written notice of -
 - (i) one (1) month; or
 - (ii) such other period as specified in a contract of service, where applicable; or
 - (iii) payment of salary for the appropriate period in lieu of notice.
- (c) The employment of a casual Employee may be terminated at any time by the casual officer or the Departmental Head giving to the other one (1) hour's prior notice. In the event of a Departmental Head or casual Employee failing to give the required notice, one (1) hour's salary shall be paid or forfeited.

14.3. Notice of Termination by Employer for Employees over 45 Years of Age

- (a) The provisions of this clause are to be read in conjunction with clause 14 of this General Agreement.
- (b) The period of notice for an Employee who, at the end of the day the notice is given, is over 45 years of age and has completed at least two (2) years' continuous service with the Employer, is to be increased by one (1) week.
- (c) The additional period of notice shall form part of the notice provided under this General Agreement or payment in lieu of notice worked out on the basis of the Employee's ordinary hours of work.

14.4. Retirement

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

15. PART-TIME EMPLOYMENT

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

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

15.3. Part-time Agreement

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

15.4. Hours of Duty

- (a) The Employer shall before a part-time Employee commences employment prescribe the weekly and daily hours of duty, including starting and finishing times, for the Employee ("ordinary hours").
- (b) The Employer shall give a part-time Employee four (4) weeks' notice of any proposed variation to that Employee's ordinary hours provided that the Employer, subject always to subclause 15.2, shall not vary the Employee's total weekly hours of duty without the Employee's prior written consent.
- (c) Temporary variations to an Employee's working hours may be agreed to by the Employer and Employee without notice.
- (d) Where a part-time Employee is directed to work hours in excess of the Employee's ordinary hours, overtime shall be paid or leave in lieu accrued in accordance with clause 24, *Overtime and Leave in Lieu for Employees*, of the General Agreement.

15.5. Salary and Annual Increments

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

15.6. Holidays

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

15.7. Reversion of Employees to Full-Time

- (a) A part-time Employee who was previously a full-time Employee and who desires to revert to full-time employment will be required to seek promotion or transfer to a full-time position by:
 - (i) applying for advertised vacancies; and/or
 - (ii) written notification to the Employer of their desire to revert to full-time employment.
- (b) Nothing in paragraph (a) of this subclause will prevent the Employer with the written consent of the Employee transferring that Employee to a full-time position at remuneration less than the Employee's substantive remuneration.
- (c) Before transferring an Employee under paragraph (b) of this subclause, the Employer shall:
 - (i) notify the Employee of the specific position to which the Employer proposes to transfer the Employee; and
 - (ii) obtain the written consent of the Employee to their transfer to that position.

16. PART-TIME SEASONAL EMPLOYMENT

16.1. Seasonal Employees

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

16.2. Variations to Hours

- (a) A Seasonal Employee's ordinary hours of work may vary from time to time depending on the requirements of the Department.
- (b) The Employer will provide as much notice as practicable when varying the Employee's ordinary hours.

- (c) A Seasonal Employee may refuse to work their ordinary hours where the Employer has not provided a minimum of two (2) weeks' notice.
- (d) Notwithstanding paragraph (c) of this subclause, variations to the Employee's ordinary hours may be agreed by the Employee and the Employer without notice.

16.3. Daily Hours

- (a) On any day a Seasonal Employee is required to work, the ordinary hours must not be less than three (3) hours a day.
- (b) Wherever possible, the Employer will prescribe the daily ordinary hours of a Seasonal Employee; however, variations may occur at short notice due to the fluctuating nature of work performed by a Seasonal Employee.
- (c) A Seasonal Employee may be rostered to commence their ordinary hours anytime prior to 2.00 pm daily.
- (d) A Seasonal Employee may work ordinary hours beyond 6.00 pm.
- (e) For the term of this Agreement, as outlined in clause 6.1, and while this Agreement remains in force, any seasonal Employee within the employment category of Reporting Services staff may be rostered to commence their ordinary hours at any time within the span of hours.
- (f) An arrangement under clause 16.3(e) must be by mutual agreement between the Employee and the Employer.
- (g) The parties agree to review clause 16.3(c) and (d) and (e) as part of the renegotiation process outlined in clause 6.2.
- (h) A Seasonal Employee shall be entitled to overtime for hours worked in excess of their daily ordinary hours for their employment category.
- (i) A Seasonal Employee who commences their ordinary hours after 12.00 pm will be paid a Shift Work Allowance in accordance with clause 21 of the *Public Service Award 1992*.

17. FIXED-TERM CONTRACT EMPLOYMENT

- 17.1. Subject to this clause and in accordance with clause 14, *Contract of Service*, of this General Agreement Employees can be employed on contracts having fixed terms.
- 17.2. The Employer has discretion to renew an existing fixed-term contract if the Employee has been in the same role for more than twelve (12) months.
- 17.3. The Employer can employ a person as a fixed-term contract Employee in the following circumstances:
 - (a) covering one-off periods of relief;
 - (b) work on a project with a finite life;
 - (i) where a project is substantially externally funded including multiple external funding sources;
 - (ii) where external funding has been consistent on a historical basis and it can be reasonably expected to continue;
 - (c) work that is seasonal in nature; or
 - (d) in short-term circumstances as operationally required by a Department and where funding is only temporarily available.
- 17.4. Employees appointed for a fixed-term must be advised in writing of the terms of the appointment, including the circumstances of the appointment as provided under clause 17.3 and the dates of commencement and termination of employment.

- 17.5. The Employer must provide the Union the names, work locations and business email addresses of all fixed-term contract Employees within two (2) months of registration of this Agreement and subsequently in accordance with clause 59.5(e) *Union Facilities for Union Representatives*.

Conversion to Permanency for Fixed-Term Employees

- 17.6. For the purposes of this clause:

- (a) an ‘eligible fixed-term Employee’ is a fixed-term Employee:
 - (i) who has completed two (2) or more years of service:
 - (aa) in the same or a similar role;
 - (bb) under one or more fixed-term contracts;
 - (cc) without a break in service; and
 - (ii) who does not have a documented record of unsatisfactory performance in their role; and
 - (iii) who is engaged at a remuneration level below Level 9.1 as per Schedule 1A: (Salaries) Parliamentary Officers of this Agreement.
- (b) a ‘break in service’ is a break between contracts of more than thirty (30) days, attributable to operational needs, or taken at the request of the Employee.

Any period between contracts for which payment in lieu of leave has been made by the Employer does not count towards calculating the 30-day period.

If a question arises in a dispute under this Agreement as to whether a break between contracts constitutes a break in service, it is the responsibility of the Employer to demonstrate the break was attributable to fluctuating demand or operational need, or in response to the Employee’s request, and was not imposed to avoid an obligation to review or permanently appoint an Employee.

- 17.7. An Employer must, no later than three (3) months after:

- (a) the date on which an Employee became an eligible fixed-term Employee;
- (b) for an Employee who is an eligible fixed-term Employee on the date of registration of this Agreement – that date; and
- (c) for an Employee who continues to be employed on a fixed-term contract, which can include consecutive fixed-term contracts with the Employer, in the same or a similar role – each further two (2) years without a break in service from the date referred to in paragraph (a) or (b);

review the contract and the circumstances of the work being performed by the Employee at the time of the review to determine whether the fixed-term employment meets a circumstance listed in clause 17.3.

- 17.8. Where there is a potential change to the legitimacy of an Employee’s fixed-term contract arrangement due to a change in circumstance listed in clause 17.3 or 17.10, the Employee can request that the Employer undertake a review in accordance with this clause. The Employer must undertake the review no later than three (3) months after the date of the Employee’s request.
- 17.9. If, after carrying out a review referred to in clause 17.7 or 17.8, the Employer determines the fixed-term employment does not currently meet a circumstance listed in clause 17.3, the Employer must appoint the Employee permanently to the same position at their current FTE. The Employee will be advised in writing of the outcome of a review with reasons.
- 17.10. The requirement at clause 17.9 does not apply if the Employer certifies in writing that the role performed by the fixed-term Employee can no longer be funded from within the Department’s approved salary expense limits.

18. CASUAL EMPLOYMENT

18.1. Definition

- (a) Casual employment shall mean an Employee engaged by the hour in any period of engagement as determined by the Employer.
- (b) A casual Employee shall not be engaged for less than three (3) consecutive hours per time.

18.2. Salary

- (a) A casual Employee shall be paid for each hour worked at the appropriate classification in this General Agreement with the addition of 25% casual loading payable in lieu of annual leave, personal leave and payment for public holidays.
- (b) The Employer will determine the appropriate increments for casual Employees by taking into consideration prior experience.

18.3. Conditions of Employment

- (a) Conditions of employment, paid leave and allowances provided under the provisions of this General Agreement shall not apply to a casual Employee with the exception of bereavement leave, carer's leave, long service leave, family and domestic violence leave, public health emergency leave, compassionate leave for early pregnancy loss and foster carer's 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 General Agreement.
- (b) Nothing in this clause shall confer "permanent" employee status within the meaning of this General Agreement.
- (c) The employment of a casual may be terminated at any time by the giving of one (1) hour's notice by either party, or the payment or forfeiture, as the case may be, of one hour's pay.
- (d) 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, carer's leave, long service leave, family and domestic violence leave, public health emergency leave, compassionate leave for early pregnancy loss and foster carer's leave before they are engaged.

18.4. Caring Responsibilities

- (a) Subject to the evidentiary and notice requirements in clause 31, *Personal Leave*, of this General Agreement, a casual Employee is entitled to not be available to attend work or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) 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 forty-eight (48) hours (i.e. two (2) days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- (c) The Employer must not fail to re-engage a casual Employee because the casual Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not engage a casual Employee are otherwise not affected.

18.5. Conversion to permanent employment

- (a) The Department Head must review the circumstances of an eligible casual Employee's employment, no later than twelve (12) months since their commencement and each anniversary thereafter, to determine whether or not they meet the necessary circumstances to be eligible for conversion to permanent employment. A casual Employee who has been engaged on a regular and systematic basis for a period of twelve (12) months, can also request in writing for consideration by the Department Head to have their employment converted to full-time, part-time or part-time (seasonal) employment.

- (b) A request for conversion to permanent employment can be made only if the casual has, in the preceding twelve (12) months, worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time, part-time or part-time (seasonal) Employee under the provisions of this General Agreement.
- (c) If after, carrying out a review referred to in 18.5(b) the casual Employee is eligible to convert to permanent employment the Department Head must make the appropriate offer to either full-time, part-time or part-time (seasonal) employment. There is no obligation on the casual Employee to accept. The casual Employee has the right to decline the offer and retain their casual Employee status.
- (d) In the event where a permanent position is advertised, a casual Employee can apply and provided they demonstrate an ability to meet the selection criteria, the casual Employee will be shortlisted for interview and assessed in accordance with the provisions of the current recruitment policy.
- (e) Any decision made by the Department Head regarding the conversion of employment from casual to permanent is subject to operational needs and reasonable business considerations, including the impact on efficiency, productivity and customer service as well as the financial implications.
- (f) Should the request be approved and the casual Employee decide to proceed with the offer of permanent employment, the Employer will determine the contracted hours of the contract taking into consideration the average of the hours the Employee has worked over the qualifying period.
- (g) Where it is agreed that a casual Employee will have their employment converted to full-time, part-time or part-time (seasonal) employment as provided for in this clause, the Employer and the Employee must discuss and record in writing the type of employment and conditions.
- (h) Nothing in this clause obliges a regular casual Employee to convert to full-time, part-time or part-time (seasonal) employment, nor permits the Department Head to require a regular casual Employee to so convert.
- (i) Nothing in this clause requires the Employer to increase the hours of a casual Employee seeking conversion to full-time, part-time or part-time (seasonal) employment.
- (j) Should an Employee convert to full-time, part-time or part-time (seasonal) employment, the Employee may only revert to casual employment by written agreement with the Employer.

19. PORTABILITY OF EMPLOYEE ENTITLEMENTS

- 19.1. On an Employee's commencement with a Department of the Parliament, the Employer agrees to recognise the Employee's accrued entitlements to personal leave, long service leave and pro rata long service leave provided that:
 - (a) Immediately prior to the Employee being employed by a Department of the Parliament, the Employee was employed by a Public Sector agency or a statutory authority or other entity for which an Accountable Officer has been appointed under the *Financial Management Act 2006*; and
 - (b) The Employee's employment with a Department of the Parliament commenced no later than one (1) week after ceasing previous employment; and
 - (c) The Employee did not receive payment from the previous Employer for any such remaining accrued and pro rata leave.

20. ASSIGNMENT TO OTHER DUTIES

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

PART 4: HOURS OF WORK

21. WORKING HOURS

21.1. This clause in conjunction with clause 22, *Daily Hours*, of the General Agreement replaces clause 9, *Hours of Duty*, of the Award.

21.2. Fortnightly Ordinary Hours for Employees

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

21.3. Span of Ordinary Hours for Employees, other than Roster PSSEs

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

21.4. Span of Ordinary Hours for Roster PSSEs

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

- (a) Sitting Days - Maximum eight and a half (8.5) ordinary hours per shift between the hours of 7.00 am and 11.00 pm.
- (b) Non-Sitting Days - Maximum six and half (6.5) ordinary hours per shift between the hours of 7.00 am and 6.00 pm.
- (c) The Employer and Employee may agree to vary the rostered hours, on a temporary or permanent basis, where it is operationally appropriate.

22. DAILY HOURS

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

22.2. Non-Sessional Officers

Notwithstanding clause 23, *Flexitime*, of this Agreement, the ordinary hours of Non-Sessional Officers who participate in Flexitime are not to exceed seven and a half (7.5) on any day.

22.3. Sessional Officers

The ordinary hours of Sessional Officers are not to exceed:

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

22.4. Roster PSSEs

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

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

Roster PSSEs will be paid overtime for hours worked in excess of their prescribed ordinary hours on a sitting and non-sitting day.

- 22.5. If, as a result of operational requirements, a Roster PSSE's shift ends prior to their anticipated finish time, the Roster PSSE will only be paid for their ordinary hours plus any actual overtime worked.

PSSEs

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

23. FLEXTIME

23.1. Definitions

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

23.2. Flexitime

- (a) A Non-Sessional Officer shall be eligible to enter into a flexitime arrangement for one or more flexitime cycles with the agreement of the Employer provided that the ordinary hours on any day the Non-Sessional Officer is required to work:
 - (i) are not less than three (3) per day; and
 - (ii) not more than ten (10) per day.
- (b) Notwithstanding paragraph (a) of this subclause, a Non-Sessional Officer can be required to work seven and a half (7.5) ordinary hours on any day.
- (c) A Non-Sessional Officer cannot be directed to work more than, or less than, seven and a half (7.5) ordinary hours on any day.
- (d) The Employer or the Non-Sessional Officer may terminate a flexitime arrangement at any time by providing one (1) week's notice.
- (e) Where the flexitime arrangement is terminated prior to the end of a settlement period, salary and/or annual leave will be adjusted to take account of any credit or debit hours.

23.3. Credit Hours

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

23.4. Debit Hours

- (a) The maximum debit hours that may be carried forward at the end of each settlement period of eight (8) weeks is fifteen (15) hours.
- (b) Any period of debit hours in excess of fifteen (15) hours at the end of each settlement period will be taken as annual leave and adjusted in the first pay period following the settlement period.

(c) Debit hours at any point within the settlement period shall not exceed fifteen (15) hours.

23.5. Core Hours

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

23.6. Hours in relation to Authorised Absences

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

An authorised absence includes:

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

24. OVERTIME AND LEAVE IN LIEU FOR EMPLOYEES

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

24.2. Overtime and Leave in Lieu

Employees who are directed to work outside their ordinary hours:

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

24.3. Sessional Officers Level 6 and Below

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

24.4. Officers Level 7 and Above and Hansard Reporters

- (a) Officers who are paid a salary equal to or greater than the rate for salary classification Level 7 and Hansard Reporters who are directed to work outside their ordinary hours:
 - (i) may elect either to be paid or to accrue leave in lieu at the rate of time and one half for the first three (3) additional hours worked; and
 - (ii) may elect either to be paid or to accrue leave in lieu at the rate of double time for hours worked after the first three (3) additional hours;for the equivalent of the first two hundred and fifty (250) ordinary hours in a twelve (12) month period commencing 1 January each year.
- (b) Officers who are paid a salary equal to or greater than the rate for salary classification Level 7 and Hansard Reporters who are directed to work outside their ordinary hours who accrue more than the equivalent of two hundred and fifty (250) ordinary hours in overtime in a twelve (12) month period commencing 1 January each year are entitled to:
 - (i) leave in lieu at the rate of time and one half for the first three (3) additional hours worked; and

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

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

24.5. Maximum Leave in Lieu and Time in Lieu

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

24.6. Acquittal of Leave in Lieu

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

24.7. Ten (10) Hour Break

- (a) When overtime is worked by an Employee who is paid a salary or wages not exceeding the rate for salary classification Level 6, a break of not less than ten (10) hours shall be taken between the completion of work on one day and the commencement of work on the next.
- (b) Where an Employee who is paid a salary or wages not exceeding the rate for salary classification Level 6 is required to return to or continue work without the break provided for in paragraph (a) of this subclause, the Employee shall be paid at double the Employee's ordinary rate until released from duty.
- (c) Where an Employee is required to take a break of ten (10) hours after completing a working day and as a consequence recommences duty at a time later than the usual commencement of duty on the following working day, the Employee shall be deemed to have commenced work at the usual commencement time for that day.
- (d) Employees who are paid a salary or wages equal to or greater than the rate for salary classification Level 7 and Hansard Reporters (except Trainee Reporters) who resume duty after having had less than a ten (10) hour break shall not be eligible to receive penalty payments.

24.8. Overtime for Casual Employees

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

25. TIME IN LIEU WHILE TRAVELLING ON OFFICIAL BUSINESS

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

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

- (a) Such travel is undertaken at the direction of the Department Head.

- (b) Such travel shall not include:
 - (i) time spent in travelling by an Officer on duty at a temporary headquarters to the Officer's home for weekends for the Officer's own convenience;
 - (ii) time spent in travelling by plane between the hours of 11.00 pm and 6.00 am;
 - (iii) time spent in travelling by train between the hours of 11.00 pm and 6.00 am;
 - (iv) time spent in travelling by ship when meals and accommodation are provided;
 - (v) time spent in travel resulting from the permanent transfer or promotion of an Officer to a new location;
 - (vi) time of travelling in which an Officer is required by the Department to drive, outside ordinary hours of duty, a departmental vehicle or to drive the Officer's own motor vehicle involving the payment of mileage allowance, but such time shall be deemed to be overtime and paid in accordance with clause 24, *Overtime and Leave in Lieu for Employees*, of the General Agreement. Passengers, however, are entitled to the provisions of this clause.
 - (vii) time spent in travelling to and from the place at which overtime or emergency duty is performed when that travelling time is already included within actual duty time for the payment of overtime.
- (c) Time off in lieu will not be granted for periods of less than thirty (30) minutes.
- (d) Where such travel is undertaken on a normal working day, time off in lieu is granted only for such time spent in travelling before and/or after the usual hours of duty that is in excess of the Officer's ordinary travelling time.
- (e) Where the urgent need to travel compels an Officer to travel during the Officer's usual lunch interval, such additional travelling time is not to be taken into account in computing the number of hours of travelling time due.
- (f) In the case of an Officer absent from usual headquarters not involving an overnight stay, the time spent by the Officer, outside the prescribed hours of duty, in waiting between the time of arrival at the place of duty and the time of commencing duty, and between the time of ceasing duty and the time of departure by the first available transport shall be deemed to be excess travelling time.
- (g) In the case of an Officer absent from usual headquarters that does involve an overnight stay, the time spent by the Officer, outside the prescribed hours of duty, in waiting between the time of ceasing duty on the last day and the time of departure by the first available transport shall be deemed to be excess travelling time.

26. EVENING MEAL BREAK

26.1.

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

PART 5: LEAVE

27. LEAVE ENTITLEMENTS

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

27.2. Annual Leave

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

27.3. Additional Leave for Certain Employees

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

27.4. Long Service Leave

Each Employee who has completed:

- (a) A period of seven (7) years of continuous service in a permanent capacity; or
 - (b) Ten (10) years of continuous service in a temporary capacity,
- shall be entitled to thirteen (13) weeks of long service leave on full pay.

27.5. Pro Rata Long Service Leave

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

27.6. Access to Accrued Long Service Leave Entitlement

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

27.7. Cash Out of Accrued Long Service Leave Entitlement

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

27.8. Long Service Leave on Double Pay or Half Pay

- (a) An Employee may by agreement with the Employer access any portion of an accrued entitlement to long service leave on double pay for half the period accrued. In these circumstances the leave actually taken is 50% of the accrued entitlement accessed.

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

27.9. Early Access to Pro Rata Long Service Leave

- (a) For the purposes of this clause, “Employee” includes full-time, part-time, casual, permanent and fixed-term contract Employees.
- (b) Subject to subclause 27.9(e), Employees within seven (7) years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with their Employer, choose early access to their long service leave at the rate of 9.28 days per completed twelve (12) month period of continuous service for full-time Employees.
- (c) Part-time Employees have the same entitlement as full-time Employees, with their entitlement calculated on a pro rata basis according to any variations to their ordinary working hours during the accrual period.
- (d) Casual Employees have the same entitlement as full-time Employees, with their entitlement calculated on a pro rata basis according to the average hours worked during the accrual period.
- (e) Early access to pro rata long service leave does not include access to long service leave to which the Employee has become entitled, or accumulated prior to being within seven (7) years of their preservation age.
- (f) Under this clause, long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.
- (g) An Employee may, by agreement with their Employer, clear long service leave in minimum periods of one (1) day.
- (h) Where an Employee accesses pro rata long service leave early, any period of leave taken will be excised for the purpose of continuous service.

28. EMPLOYEE INITIATED CASH OUT OF ACCRUED ANNUAL LEAVE

- 28.1. The parties agree on the importance of Employees taking annual leave for the purposes of rest and recreation.
- 28.2. This clause, however, recognises that notwithstanding the importance of leave referred to in clause 28.1 some Employees may have excess and overdue annual leave. This clause at the initiative of the Employee provides for Employees to receive payment in lieu of some of their unutilised accrued annual leave.
- 28.3. Subject to clause 28.4:
 - (a) The Employer and Employee may agree that the Employee forgo part of the Employee’s entitlement to accrued annual leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made.
 - (b) The payment does not include annual leave loading as this is paid in accordance with clause 30, *Annual Leave Loading*, of this General Agreement.
- 28.4. The following criteria shall apply to the cashing out of accrued annual leave:
 - (a) The Employee initiates a written request to their Employer to cash out accrued annual leave; and
 - (b) The Employer agrees in writing to the request by the Employee; and
 - (c) There is an annual leave entitlement that has accrued in previous years; and

- (d) No more than 50% of the Employee's total accrued annual leave entitlement can be cashed out; and
 - (e) The remaining entitlements are not less than two (2) weeks' accrued annual leave; and
 - (f) Each instance of cashing out of annual leave must be a separate written agreement between the Employer and Employee; and
 - (g) Annual leave accruing in the year the request for cashing out is made cannot be cashed out in that year.
- 28.5. It is the Employee's responsibility to seek information on any taxation implications arising from the payout of annual leave.

29. PUBLIC SERVICE HOLIDAYS

Repealed Public Service Holidays

- 29.1. This clause shall be read in conjunction with clause 26, *Public Holidays*, of the Award.
- 29.2. The two (2) days in lieu of the repealed public service holidays as provided for in the Public Sector Commissioner's Circular 2009-32 apply to Employees covered by this General Agreement where they would normally be expected to work these days.
- 29.3. Days in lieu of the repealed public service holidays accrue on the date of the relevant repealed public service holiday. They may be taken subsequent to the date of accrual of the repealed public service holiday. The days in lieu do not accumulate and have to be taken in the calendar year that they accrue. Days in lieu that have accrued but have not been taken are not paid out on termination of employment.

Easter Sunday

- 29.4. Permanent and fixed-term contract Employees will be provided an additional day of paid leave for Easter Sunday.
- 29.5. The day of paid leave will be made available to the Employee regardless of whether the Employee would normally be expected to work on that date.
- 29.6. The day of paid leave accrues on the date that Easter Sunday falls each calendar year.
- 29.7. The day may be taken subsequent to the date of accrual. The day does not accumulate and must be taken in the calendar year that it accrues. The day which has accrued but has not been taken is not paid out on termination of employment.

30. ANNUAL LEAVE LOADING

- 30.1. Employees shall be paid an annual leave loading of 17.5% of the Employee's salary or wages for the period of annual leave entitlement in one lump sum in the first pay period in December in each year.
- 30.2. Annual leave loading will be paid on a maximum of four (4) weeks' annual leave per annum.
- 30.3. An Employee's salary or wages for the purposes of this clause includes allowances or other payments that the Employee would normally receive whilst on annual leave.
- 30.4. The maximum payment for the loading provided for in clause 30.1 shall not exceed a rate equivalent to 17.5% of four (4) weeks' salary of a Level 8.1 Employee as per schedule 1A, (*Salaries*) *Parliamentary Officers*, of this General Agreement as at 1 January in the calendar year in which the leave accrues, in accordance with the following:

Maximum leave loading for payment on or after 1 January 2022 - \$1,828.90

Maximum leave loading for payment on or after 1 January 2023 - \$1,883.76

Maximum leave loading for payment on or after 1 January 2024 - \$1,940.28

31. PERSONAL LEAVE

Introduction

- 31.1. The provisions of this clause replaces clause 31, *Short Leave* of the *Public Service Award 1992* and clause 29, *Sick Leave* and clause 30, *Carer's Leave* of the Award.
- 31.2. The intention of personal leave is to give Employees and Employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick leave, paid carer's leave and short leave.
- 31.3. This clause commenced on 30 July 2004. An Employee's pre-existing sick leave anniversary date is maintained for the purposes of the personal leave entitlement.
- 31.4. Personal leave is not for circumstances normally met by other forms of leave.
- 31.5. This clause does not apply to casual Employees.
- 31.6. An Employee employed on a fixed-term contract for a period of twelve (12) months or more is to be credited with the same entitlement as a permanent Employee. An Employee on a fixed-term contract for a period less than twelve (12) months is to be credited on a pro rata basis for the period of the contract.
- 31.7. A part-time Employee shall be entitled to the same personal leave credits as a full-time Employee but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave shall only be made for those hours that would normally have been worked had the Employee not been on personal leave.
- 31.8. References to illness in this clause include physical and psychological ill health.

Entitlement

- 31.9. The Employer must credit each permanent, full-time Employee with 112.5 hours personal leave credits for each year of continuous service as follows:

Date	Grant of Leave
On the day of initial appointment	63.75 hours
On completion of 6 months' continuous service	48.75 hours
On the completion of 12 months' continuous service	112.5 hours
On the completion of each further period of 12 months' continuous service	112.5 hours

- 31.10. In the year of accrual the 112.5 hours personal leave entitlement can be accessed for illness or injury, carer's leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each year of accrual, unused personal leave from that year is cumulative and hence added to personal leave accumulated from previous years.
- 31.11. Whilst Employees are able to access personal leave in accordance with subclause 31.26 of this clause, to ensure compliance with the *Minimum Conditions of Employment Act 1993* (WA) a minimum of 75 hours must be available to Employees for the purposes of an Employee's entitlement to paid leave for illness or injury, or carer's leave.
- 31.12. Personal leave will not be debited for public holidays that the Employee would have observed.
- 31.13. Personal leave may be taken on an hourly basis.

Mental Health

- 31.14. The Employer is committed to providing a mentally healthy workplace. This includes working to eliminate stigma attached to mental health in the workplace and provide support and assistance to Employees (e.g. through employee assistance program services and training) to manage mental health.
- 31.15. The Employer must do what is reasonably practicable to eliminate or minimise risks to psychological health and safety in the workplace in consultation with each department's Work Health and Safety (WHS) committee. The Employer must assess and implement suitable control measures to eliminate or minimise workplace contributory risks in accordance with legislative requirements. The WHS Committees update the Department Heads on progress as appropriate.
- 31.16. The Employer must ensure that managers and supervisors undertake appropriate training with the intent of effectively preventing and managing harm from psychosocial risks identified in the workplace. The Employer must provide the WHS Committees quarterly with data on completed training.

Variation of Ordinary Working Hours

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

Reconciliation

- 31.20. At the completion of an anniversary year, where an Employee has taken personal leave in excess of their current and accrued entitlement, the unearned leave must be debited at the commencement of the following anniversary year(s).
- 31.21. The maximum number of hours debited cannot exceed one-third (1/3) of the employee's annual entitlement. The remaining portion of unearned personal leave is to be debited at the commencement of the subsequent anniversary years.
- 31.22. Where an Employee ceases duty and has taken personal leave that exceeds the leave credited for that anniversary year, the Employee must refund the value of the unearned leave, calculated at the rate of salary as at the date the leave was taken. No refund is required in the event of the death of the Employee.

Access

- 31.23. An Employee is unable to access personal leave while on any period of leave without pay; annual or long service leave, except as provided for in clauses 31.35 and 31.36 (re-crediting leave); or parental, adoption or other parent leave.
- 31.24. If an Employee has exhausted all accrued personal leave the Employer can allow the Employee who has at least twelve (12) months' service to anticipate up to 37.5 hours personal leave from next year's credit. If the Employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the Employer, calculated at the wage rate as at the date the leave was taken, but no refund is required in the event of the death of the Employee.
- 31.25. In exceptional circumstances the Employer can approve the conversion of an Employee's personal leave credits to half pay to cover an absence on personal leave due to illness.

Application for Personal Leave

- 31.26. Reasonable and legitimate requests for personal leave are approved subject to available credits. Subject to clause 31.9, the Employer may grant personal leave in the following circumstances:

- (a) Where the Employee is ill or injured;
- (b) To provide care or support to a member of the Employee's family or household who requires care or support because of an illness or injury to the member; or an unexpected emergency affecting the member;
- (c) For unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention;
- (d) for planned matters that cannot be organised outside of normal working hours, or accommodated by flexible working arrangements or other leave and which are either;
 - (i) of a one-off nature; or
 - (ii) of a regular on-going nature in relation to the management of an injury or illness affecting the Employee or a member of the Employee's family or household.

31.27. The Employer can grant two (2) days' unpaid personal leave per occasion to an Employee (including casual Employees) to provide care and support to a member of the Employee's family or household due to the birth of a child to the member. This entitlement does not of itself limit an Employee's access to paid personal leave as provided by clause 31.26 or parental leave as provided for by clause 34.6(d) Concurrent Parental Leave of this General Agreement. This leave can also be substituted with accrued annual leave, long service leave, time off in lieu of overtime or flexi leave to which the Employee is entitled.

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

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

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

Evidence

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

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

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

31.34. If the Employer has reason to believe that an Employee is in such a state of health as to render a danger to themselves, fellow Employees or the public, the Employee may be required to obtain and furnish a report as to the Employee's condition from a registered medical practitioner nominated by the Employer. The Employer shall pay the fee for any such examination.

Re-crediting Annual Leave

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

Re-crediting Long Service Leave

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

Personal Leave Without Pay Whilst Ill or Injured

- 31.37. Employees who have exhausted all of their personal leave entitlements and are ill or injured can apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The Employer shall not unreasonably withhold this leave.
- 31.38. Personal leave without pay not exceeding a period of three (3) months in a continuous absence does not affect wages increment dates, anniversary date of sick leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three (3) months in a continuous absence, the period in excess of three (3) months is excised from qualifying service.
- 31.39. Personal leave without pay is not available to Employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in clause 31.26(b), (c) and (d) or 31.27. However, other forms of leave including unpaid carer's leave and leave without pay, can be approved.

Other Conditions

- 31.40. Where an Employee who has been retired from a Department of the Parliament on medical grounds resumes duty therein, personal leave credits at the date of retirement must be reinstated.
- 31.41. Unused personal leave is not cashed out or paid out when an Employee ceases their employment.

Workers' Compensation

- 31.42. Where an Employee suffers an injury within the meaning of section 5 of the *Workers' Compensation and Injury Management Act 1981* which necessitates that Employee being absent from duty, personal leave with pay shall be granted to the extent of personal leave credits. In accordance with section 80(2) of the *Workers' Compensation and Injury Management Act 1981* where the claim for workers' compensation is decided in favour of the Employee, personal leave credit is to be reinstated and the period of absence shall be granted as leave without pay.
- 31.43. A period of personal leave without pay granted to an officer on account of an illness compensable under the provisions of the *Workers' Compensation and Injury Management Act 1981* (WA), does not affect salary increment dates, the anniversary date of personal leave credits, long service leave entitlements or annual leave entitlements provided the period of leave granted does not exceed six (6) months in a continuous absence. Where the period of personal leave without pay granted does exceed six (6) months in a continuous absence, only the period in excess of six (6) months is excised from qualifying service.

32. PURCHASED LEAVE – 42/52 ARRANGEMENT

- 32.1. The Employer and the Employee may agree to enter into an arrangement whereby the Employee can purchase up to ten (10) weeks additional leave.
- 32.2. The Employer will assess each application for a 42/52 salary arrangement on its merits and give consideration to the personal circumstances of the Employee seeking the arrangement.
- 32.3. Where an Employee is applying for purchased leave of between five (5) and ten (10) weeks, the Employer will give priority access to those Employees with caring responsibilities.
- 32.4. Access to this entitlement will be subject to:

- (a) The Employee having satisfied the Parliament's leave management policy; and
 - (b) The requirement for an Employee who has purchased nine (9) weeks' leave to take one (1) week's annual leave; or
 - (c) The requirement for an Employee who has purchased ten (10) weeks' leave to take two (2) weeks' annual leave, before accessing their purchased leave.
- 32.5. Notwithstanding clause 32.4(b) and (c) the Employer may allow an Employee to access purchased leave before they have accessed one (1) or two (2) weeks' annual leave, whichever applies, where the Employee requests it. Any such request may only be refused by the Employer if there are reasonable grounds to do so.
- 32.6. The provisions of clause 32.4(b) and (c) do not apply to an Employee who purchases less than nine (9) weeks' leave.
- 32.7. An agreement to take a reduced salary spread over the fifty-two (52) weeks of the year will yield the following amounts of purchased leave.

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

- 32.8. Purchased leave is not able to be accrued. The Employee is entitled to pay in lieu of any purchased leave not taken. In the event that the Employee is unable to take such purchased leave, their salary will be adjusted on the last pay period in January to take account of the fact that time worked during the year was not included in their salary.
- (a) Where an Employee who is in receipt of an allowance provided for in clause 54, *Higher Duties*, proceeds on any period of purchased leave, the Employee shall not be entitled to receive payment of the allowance for any period of purchased leave.
 - (b) Other than when an Employee is on a period of purchased leave, the higher duties allowance component of an Employee's salary shall not be affected by an agreement to reduce the Employee's salary for purchased leave purposes.
- 32.9. In the event that a part-time Employee's ordinary working hours are varied during the year, the salary paid for such leave will be adjusted on the last pay in January to take account of any variations to the Employee's ordinary working hours during the previous year.
- 32.10. Overtime is paid at the ordinary rate of salary and not the reduced rate. This will also apply where overtime is referred to as a percentage of salary.
- 32.11. Untaken purchased leave will be paid out at the rate at which it was purchased.

33. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 33.1. In recognition that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work the Employer has agreed to the leave which is the subject to this clause. The Employer is committed to providing support to Employees that experience family and domestic violence.

- 33.2. An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family and domestic violence.
- 33.3. The Employer does not tolerate Employees perpetrating family and domestic violence in or from the workplace. Employees must not use work facilities to perpetrate family and domestic violence. Any such conduct is a breach of employment obligations and any Employees who do so will face disciplinary action.

Definition of Family and Domestic Violence

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

Access to Family and Domestic Violence Leave

- 33.5. In accordance with the following subclauses, an Employee, including a casual Employee, may make application for leave to deal with activities related to family and domestic violence. The Employer will assess each application and give consideration to the personal circumstances of the Employee seeking the leave.
- 33.6. Such activities related to family and domestic violence may include attendance at medical appointments; legal proceedings; counselling; appointments with a medical or legal practitioner; relocation or making other safety arrangements; and other matters of a compassionate or pressing nature related to the family and domestic violence which arise without notice and require immediate attention.
- 33.7. Subject to clauses 33.5 and 33.6, an Employee experiencing family and domestic violence will have access to ten (10) non-cumulative days per year of paid family and domestic violence leave, in addition to their existing leave entitlements.
- 33.8. Upon exhaustion of the leave entitlement in clause 33.7, Employees will be entitled to up to two (2) days’ unpaid family and domestic violence leave on each occasion.
- 33.9. Family and domestic violence leave does not affect salary increment dates, personal leave entitlements, long service leave entitlements or annual leave entitlements.
- 33.10. Subject to the Employer’s approval of the application, family and domestic violence leave may be taken as whole or part days off.
- 33.11. Application of the leave entitlement for casual Employees will apply to the extent of their agreed working arrangements.

Notice and Evidentiary Requirements

- 33.12. The Employee shall give their Employer notice as soon as reasonably practicable of their request to take leave under this clause.
- 33.13. Supporting evidence of family and domestic violence may be required to access paid leave entitlements; however, this should not be onerous on the Employee. Leave can be granted without supporting documentation when the manager/supervisor is satisfied that it is not required.

- 33.14. Evidence may include a document issued by the police, a court, a legal service, a health professional, a counsellor, a financial institution, a family and domestic violence support service or a refuge service. A statutory declaration may also be provided.
- 33.15. Such evidence will be dealt with in accordance with the confidentiality provisions in this clause. Only the Employee will retain a copy of the evidence and information will not be kept on an Employee's personnel file, unless otherwise agreed.

Access to Other Forms of Leave

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

Confidentiality

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

Contact Person

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

Individual Support

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

Workplace Safety

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

34. PARENTAL AND RELATED LEAVE

Preliminary

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

Terms used

- 34.2. In this clause —
- (a) “adoption” includes the making of a parentage order under the *Surrogacy Act 2008* (WA);
 - (b) “comparable position” means a position with equivalent classification level, pay, conditions and status as an Employee's position and that is commensurate with their skills and abilities;
 - (c) “concurrent leave” means unpaid parental leave taken by an Employee under clause 34.6(d);
 - (d) “flexible parental leave” means unpaid parental leave taken by an Employee under clause 34.18;
 - (e) “grandparental leave” means leave to which an Employee is entitled under clauses 34.31 to 34.33;
 - (f) “parental leave” means leave to which an Employee is entitled under clauses 34.4 to 34.20;
 - (g) “partner” means a person who is a spouse or de facto partner;
 - (h) “partner leave” means leave to which an Employee is entitled under clauses 34.28 to 34.30;
 - (i) “primary care giver of a child” means the person who is primarily responsible for the care and supervision, including day-to-day care and supervision, of the child;
 - (j) “industrial instrument” means this Agreement or the Award.
- 34.3. Employees to whom this clause applies
- (a) This clause applies to —
 - (i) permanent Employees; and
 - (ii) fixed-term contract Employees; and
 - (iii) eligible casual Employees;whether employed on a full-time or part-time basis.
 - (b) For the purposes of this clause, an eligible casual Employee is an Employee —
 - (i) who has been employed by the Employer on a regular and systematic basis over a period of at least twelve (12) months (or over a sequence of periods of a combined length of at least twelve (12) months if any break in employment was on the Employer's initiative and did not exceed three (3) months; and
 - (ii) who has a reasonable expectation (but for becoming a parent) of continuing employment on a regular and systematic basis.

Parental Leave

34.4. Nature of parental leave

- (a) Parental leave is leave taken by —
 - (i) a pregnant Employee in connection with the pregnancy and birth of a child; or
 - (ii) an Employee following the birth or adoption of a child for whom they are the primary care giver.
- (b) It does not matter whether the primary care giver is a parent of the child or another person.
- (c) Only one parent or other person can be the primary care giver of a child during any one particular period of time.
- (d) If an Employee is no longer the primary care giver of the child following the birth, their entitlement to any further parental leave in connection with the child ends, unless —
 - (i) the Employee is entitled to remain on unpaid parental leave because they share responsibility for the care and supervision of their child or their partner's biological child under clause 34.6 (Special unpaid parental leave entitlements for Employees who share responsibility for care and supervision of child); or
 - (ii) the Employee is entitled to remain on parental leave under clause 34.12 - Parental leave where pregnancy ends without birth of living child, the child dies or the child or Employee hospitalised.
- (e) An Employee who commences parental leave does not have a separate entitlement to unpaid parental leave under clause 34.6 - Special unpaid parental leave entitlements for Employees who share responsibility for care and supervision of child, if they stop being the primary care giver of their child or their partner's biological child but continue to share the responsibility for the child's care with their partner or another person.

34.5. Period of parental leave to which eligible Employee is entitled

- (a) An eligible Employee is entitled to fifty-two (52) weeks of parental leave.
- (b) The fifty-two (52) weeks of parental leave comprises fourteen (14) weeks of paid leave and thirty-eight (38) weeks of unpaid leave, except as provided by clause 34.5(c).
- (c) The fifty-two (52) weeks of parental leave comprises only unpaid leave in the case of —
 - (i) an eligible casual Employee; or
 - (ii) any other Employee who has not completed the minimum period of service for paid leave required by clause 34.7 - Minimum period of service to be eligible for paid parental leave.
- (d) The period of paid parental leave to which an Employee is entitled can be extended by the Employee electing to take double the amount of leave on half-pay.
- (e) An Employee has only a single entitlement, and not separate entitlements, to parental leave for children of a multiple birth or adoption.
- (f) Parental leave for a fixed-term contract Employee cannot extend beyond the term of the contract.
- (g) Any public holiday that falls during parental leave is counted as part of that leave and does not extend the period of parental leave.
- (h) An Employee who is on parental leave is not entitled to any days in lieu of public service holidays.

34.6. Special unpaid parental leave entitlements for Employees who share responsibility for care and supervision of child

- (a) An Employee who shares responsibility with their partner or another person for the care and supervision of their child or their partner's biological child has the same entitlement to unpaid parental leave under this clause as an Employee who is the primary care giver for the child.
- (b) An Employee who commences unpaid parental leave under this clause does not have a separate entitlement to paid or unpaid parental leave if they become the primary care giver of their child or their partner's biological child.
- (c) It does not matter whether or not the other person with whom the Employee shares responsibility for the care and supervision of the child is —
 - (i) an Employee to whom this clause applies; or
 - (ii) the primary care giver for the child.
- (d) Concurrent leave
 - (i) If an Employee who shares responsibility for the care and supervision of a child takes unpaid parental leave under this clause, they can take unpaid parental leave during the same time that their partner takes unpaid parental leave (concurrent leave).
 - (ii) The concurrent leave —
 - (aa) must not be longer than eight (8) weeks in total; and
 - (bb) can be taken in separate periods but, unless the Employer agrees, each period must not be shorter than two (2) weeks.

34.7. Minimum period of service to be eligible for paid parental leave

- (a) An Employee is only entitled to a period of paid parental leave if, on the day parental leave commences, the Employee has completed at least twelve (12) months of continuous service immediately preceding the parental leave, whether on a full-time or part-time basis.
- (b) For the purposes of this clause, continuous service includes any period of authorised paid leave or authorised unpaid leave not exceeding fourteen (14) days. However, continuous service includes personal leave without pay whilst ill or injured not exceeding three (3) months in accordance with clause 31.38 - Personal Leave without Pay Whilst Ill or Injured.
- (c) For the purposes of this clause, continuous service includes a period of service as an eligible casual Employee if —
 - (i) the eligible casual Employee has become a permanent or fixed-term contract Employee; and
 - (ii) any break between service as an eligible casual Employee and service as a permanent or fixed-term contract Employee does not exceed three (3) months.
- (d) An Employee who takes parental leave is not required to resume work for the purposes of taking parental leave in connection with any subsequent pregnancy or birth or adoption of a child.
- (e) An Employee on leave without pay unrelated to parental leave is required to resume work before taking paid parental leave.

34.8. Taking Parental Leave

- (a) An Employee must take parental leave in one continuous period, except as otherwise provided by this clause.
- (b) The period of parental leave can be interrupted by the following —
 - (i) any period during which the Employee substitutes other paid leave or time off as referred to in clause 34.15 – Interaction with other leave entitlements;

- (ii) any period during which the Employee engages in special parental leave employment as referred to in clause 34.17 – Employment during unpaid parental leave;
 - (iii) any period between periods of flexible parental leave taken by the Employee;
 - (iv) any period between separate periods of concurrent leave taken by the Employee;
 - (v) any period during which the Employee does not take parental leave as referred to in clause 34.12 – Parental leave where pregnancy ends without birth of living child, the child dies or the child or Employee hospitalised, because the child is hospitalised after birth.
- (c) An Employee can, at any time but subject to the notice requirements of clause 34.9 – Employee required to give notice of parental leave —
- (i) cancel or delay the commencement of their proposed parental leave; or
 - (ii) shorten their period of parental leave; or
 - (iii) extend their period of parental leave up to the maximum period of leave to which they are entitled.
- (d) If an Employee takes less than the maximum period of parental leave to which they are entitled, the unused balance of leave cannot be banked or preserved in any way.

34.9. Employee required to give notice of parental leave

- (a) An Employee who intends to take parental leave must give their Employer at least eight (8) weeks' written notice of —
 - (i) the date on which the Employee proposes to commence the leave; and
 - (ii) the period of leave proposed to be taken.
- (b) An Employee who intends to change or cancel their parental leave must give their Employer at least four (4) weeks' written notice of the change or cancellation.
- (c) However, an Employee is not required to give notice of the cancellation of proposed parental leave because the pregnancy ends without the birth of a living child or the child dies.
- (d) An Employee who fails to give the required period of notice does not contravene this clause if it was not reasonably practicable for the Employee to comply because of an early birth or placement for adoption or because of other compelling circumstances.
- (e) An Employee who has given notice of proposed parental leave is required to give their Employer before proceeding on leave, reasonable evidence detailing —
 - (i) in the case of a pregnant Employee – the expected date of birth (including by the provision of a medical certificate); or
 - (ii) in any other case – the relationship the Employee has with the child and the Employee's responsibility for the care of the child.

34.10. Commencement of parental leave

- (a) The period of parental leave of a pregnant Employee in connection with the pregnancy can commence up to six (6) weeks before the expected date of birth of the child, but not later than the birth of the child.
- (b) However, the period of unpaid parental leave of the pregnant Employee can commence on an earlier date before the birth of the child with the agreement of the Employer and Employee.
- (c) The period of parental leave of any other Employee can commence at any time on or after:
 - (i) the day the Employee becomes the primary care giver of the child; or
 - (ii) for the purposes of clause 34.6 - Special unpaid parental leave entitlements for Employees who share a responsibility for care and supervision of a child, the day the Employee begins to share the responsibility with their partner or another person for the care and supervision of their child or their partner's biological child.

34.11. Conclusion of paid parental leave

- (a) The period of paid parental leave must conclude within the period of twelve (12) months after the birth or date of placement for adoption.
- (b) The Employer can, in exceptional circumstances, allow an Employee to take paid parental leave after that twelve (12) months' period.
- (c) An Employer can require the Employee to provide reasonable evidence that the circumstances justify the Employee taking paid parental leave after that twelve (12) months' period.

34.12. Parental leave where pregnancy ends without birth of living child, the child dies or the child or Employee hospitalised

- (a) A pregnant Employee remains entitled to paid parental leave if the pregnancy ends without the birth of a living child within twenty (20) weeks before the expected date of birth.
- (b) A pregnant Employee is entitled to remain on paid parental leave if —
 - (i) the child dies or is hospitalised following the birth; or
 - (ii) the Employee is incapacitated as a result of the birth.
- (c) An Employee is not entitled to paid parental leave in those circumstances for any period that the Employee has taken paid personal leave.
- (d) If a pregnancy ends without the birth of a living child within twenty (20) weeks before the expected date of birth, an Employee who would have been entitled under this clause to unpaid parental leave if the child had been born alive remains entitled to that unpaid parental leave except when the entitlement would have derived from an adoption.
- (e) An Employee who has commenced parental leave can return to work by providing their Employer at least four (4) weeks' written notice of their return to work if:
 - (i) the child dies; or
 - (ii) the pregnancy ends without the birth of a living child within twenty (20) weeks before the expected date of birth.
- (f) If an Employee has commenced parental leave and the child is hospitalised immediately following the birth, the Employee can agree with their Employer not to take parental leave for a period while the child remains in hospital (the permitted work period).
- (g) Only one permitted work period can be agreed and it ends at the earliest of the following:
 - (i) the time agreed by the Employee and Employer;
 - (ii) the end of the day of the child's first discharge from hospital after birth;
 - (iii) if the child dies before being discharged – the end of the day the child dies.
- (h) The Employer can require the Employee to provide reasonable evidence that the child has been hospitalised following the birth and that the Employee is fit for work (including by the provision of a medical certificate).

34.13. Provisions relating to payment of paid parental leave

- (a) An Employee entitled to paid parental leave is to be paid according to their ordinary working hours at the commencement of parental leave.
- (b) In the case of a part-time Employee, the Employee is to be paid according to the average hours worked over the period of twelve (12) months immediately preceding the commencement of parental leave if those average hours exceed ordinary working hours at the commencement of parental leave.
- (c) An Employee can elect to be paid in advance for paid parental leave or elect to be paid on a fortnightly basis during that leave.
- (d) Allowances or penalties for shift or weekend work are not payable during paid parental leave.

- (e) An Employee who was in receipt of higher duties allowances for a continuous period of twelve (12) months immediately preceding the commencement of parental leave is to continue to be paid the higher duties allowances during the first four (4) weeks of paid parental leave. If the Employee has elected to take parental leave on half-pay, the higher duties allowances are payable at the full rate for those first four (4) weeks of paid leave only.
- (f) If the employment of an Employee who is being paid parental leave on half-pay is terminated through no fault of the Employee, the Employee is to be paid out any period of unused paid parental leave that is equivalent to the period of leave the Employee would have accessed had they been on parental leave on full pay when their employment was terminated.
- (g) An Employee who takes a subsequent period of paid parental leave without returning to work is to be paid on the basis of their employment when they commenced the original period of paid parental leave and is not affected by any intervening period of special parental leave employment under clause 34.17 – Employment during unpaid parental leave.
- (h) For the purposes of determining the amount of paid parental leave of an Employee to whom clause 34.22 - Modification of duties and transfer to safe job applied, the ordinary working hours of the Employee are the ordinary working hours before the modification of or absence from work under that clause.

34.14. Extension of period of parental leave

- (a) An Employee can apply to their Employer to extend their parental leave by up to two (2) years of unpaid leave after the end of the period of parental leave to which they are entitled under this clause.
- (b) The period of extended leave is a period of parental leave for the purposes of this clause.
- (c) Parental leave can only be extended after the Employee has exhausted all other available paid leave entitlements.
- (d) The Employer must agree to an application for the extension of parental leave unless the Employer has reasonable grounds to believe that agreeing to the application would have an adverse impact on the conduct of the Employer's business or operations.
- (e) Before a refusal under clause 34.14(d) the Employer must give the Employee a reasonable opportunity to discuss the application.
- (f) The Employer must, as soon as practicable but not later than twenty-one (21) days after an application for the extension of parental leave is made, give the Employee written notice of —
 - (i) the decision of the Employer to agree to or refuse the application; and
 - (ii) if the application is refused - the reasons for the refusal.
- (g) An Employee who believes that their application for the extension of parental leave has been unreasonably refused can seek to enforce it as a minimum condition of employment and, in that case, the Employer has the onus of demonstrating that the refusal was justified in the circumstances.

34.15. Interaction with other leave entitlements

- (a) An Employee entitled to unpaid parental leave can take any of the following to which the Employee is entitled instead of any part of that parental leave —
 - (i) accrued annual leave;
 - (ii) accrued long service leave;
 - (iii) accrued time off in lieu of overtime; or
 - (iv) flexi leave
- (b) The period of any such substituted leave or time off —

- (i) forms part of the period of unpaid parental leave otherwise authorised by this clause and does not extend the period of parental leave; but
- (ii) is treated as paid leave and not unpaid parental leave for the purposes of clause 34.20 - Effect of parental leave on contract of employment.
- (c) An Employee is not entitled to personal leave during any period of paid or unpaid parental leave.

34.16. Communication during parental leave

- (a) The Employer must take all reasonable steps to inform an Employee who is on parental leave of any decision that significantly affects the status, responsibility level, pay or work location of the Employee and give the Employee an opportunity to discuss the effect of the decision on the Employee's position. The consultation obligations under clause 58.3 apply to Employees on parental leave.
- (b) An Employee on parental leave must notify the Employer of any change in their contact details that might affect the Employer's capacity to comply with this clause.

34.17. Employment during unpaid parental leave

- (a) In this clause —
 - (i) “keeping in touch day” has the same meaning it has in section 79A of the *Fair Work Act 2009* (Cth); and is one of a maximum of ten (10) days on which the Employee is employed to enable them to keep in touch with their employment in order to facilitate a return to their employment after the end of parental leave.
 - (ii) “special parental leave employment” means employment of an Employee on unpaid parental leave —
 - (aa) that is of an intermittent nature or for a limited specified period (special temporary employment).; or
 - (bb) that is casual employment (other than special temporary employment) on an hourly basis for a period not exceeding four (4) weeks in any period of engagement (special casual employment).
- (b) Despite anything to the contrary in this clause, an Employee on unpaid parental leave can be employed by their Employer in special parental leave employment during that unpaid parental leave if both parties agree in writing to that employment.
- (c) Without limiting this clause, any such parental leave employment can be employment for the purposes of a keeping in touch day.
- (d) The following applies to engagement in special parental leave employment —
 - (i) an Employee can only engage in special parental leave employment during a period of unpaid parental leave that is not substituted with paid leave under clause 34.15 - Interaction with other leave entitlements;
 - (ii) in the case of special temporary employment – an Employee can only be employed in connection with their substantive position;
 - (iii) in the case of special casual employment – an Employee is to be employed at a level that is commensurate with the level of the available position under this Agreement;
 - (iv) the period of service in special parental leave employment does not break an Employee's continuity of service or change the Employee's status in regard to their substantive employment;
 - (v) in the case of special temporary employment - the period of special parental leave employment counts as qualifying service for all purposes under this Agreement and Award;

- (vi) in the case of special casual employment - the period of special parental leave employment counts as qualifying service for the ordinary entitlements a casual Employee would have for engaging in casual employment, but does not count as qualifying service for all other purposes under this Agreement and Award.
- (e) The following applies to the effect of special parental leave employment on unpaid parental leave —
 - (i) the period of special parental leave employment is taken to be part of the Employee's original period of unpaid parental leave;
 - (ii) an Employee who immediately resumes unpaid parental leave following a period of special parental leave employment is entitled to extend their period of unpaid parental leave by the period of that special parental leave employment (subject to giving the Employer at least four (4) weeks' written notice of the new date on which they intend to complete parental leave and return to work);
 - (iii) an Employee who does not immediately resume unpaid parental leave following a period of special parental leave employment cannot preserve the unused portion of leave for use at a later date.

34.18. Flexible unpaid parental leave

- (a) An Employee can take up to thirty (30) days of their entitlement to unpaid parental leave in separate periods of one or more days each as follows ("flexible parental leave") —
 - (i) the flexible parental leave can only be taken within the period of twenty-four (24) months after the birth or date of placement for adoption of the child;
 - (ii) the flexible parental leave can be taken after the Employee takes other parental leave in connection with the same child.
- (b) However, further unpaid parental leave (including any extension of unpaid parental leave under clause 34.14 - Extension of period of parental leave) cannot be taken by an Employee after any flexible parental leave is taken by the Employee in connection with the same child.
- (c) If an Employee takes flexible parental leave, the maximum period of parental leave to which the Employee is entitled under this clause is calculated on the basis that the Employee takes all the flexible parental leave days in a single continuous period (on the assumption that the Employee works each day that is not a Saturday or Sunday and there are no public holidays during that period).

34.19. Return to work on conclusion of parental leave

- (a) An Employee who returns to work at the end of their parental leave is entitled to be employed in —
 - (i) the same position as the substantive position they held —
 - (aa) immediately before proceeding on parental leave; or
 - (bb) immediately before any modification of or absence from work under clause 34.22 - Modification of duties and transfer to safe job; or
 - (ii) a comparable position.
- (b) An Employee who returns to work at the end of parental leave can work on a basis modified from the basis on which they worked immediately before proceeding on parental leave. The modified basis can be part-time work, work on a job-share basis, work on different days or at different times (or both) or work on fewer days or for fewer hours (or both).
- (c) An Employee who returns to work on a modified basis can be subsequently required by the Employer to resume work on the same basis as they worked immediately before proceeding on parental leave. Any such requirement can only be made if —

- (i) the Employer has reasonable grounds to believe that the continuation of work on that modified basis would have an adverse impact on the conduct of the Employer's business or operations; or
- (ii) the child has reached the compulsory education period under section 6 of the *School Education Act 1999* (WA).
- (d) An Employee who returns to work on a modified basis can subsequently apply to the Employer to resume work on the same basis as they worked immediately before proceeding on parental leave. Any such application must be made in writing at least four (4) weeks before the Employee wishes to resume work on that same basis.
- (e) The Employer must agree to any such application to resume work on the former basis, unless the Employer has reasonable grounds to believe that agreeing to the application would have an adverse impact on the conduct of the Employer's business or operations.
- (f) The Employer must give an Employee written notice of the refusal of an application to resume work on the former basis and of the reasons for that refusal, within twenty-one (21) calendar days of an application being received.
- (g) An Employee who believes that their application to resume work on the former basis has been unreasonably refused can seek to enforce it as a minimum condition of employment and in that case the Employer has the onus of demonstrating that the refusal was justified in the circumstances.

34.20. Effect of parental leave on contract of employment

- (a) Paid parental leave counts as qualifying service for all purposes under the Award and this Agreement.
- (b) The qualifying service is to be calculated according to the number of weeks of paid parental leave taken at full pay (or the number of weeks that would have been taken if the parental leave had not been taken at half pay).
- (c) Employees who take paid parental leave on half pay do not accrue Award, Agreement or other entitlements beyond those that would have accrued had they taken the leave at full pay.
- (d) Absence on unpaid parental leave does not break the continuity of service of the Employee.
- (e) In calculating a period of service for any purpose under the Award or this Agreement, any single continuous period of unpaid parental leave —
 - (i) is not to be taken into account if it exceeds fourteen (14) calendar days; and
 - (ii) is to be taken into account if it does not exceed fourteen (14) calendar days.
- (f) An Employee on parental leave can terminate their employment at any time in accordance with clause 14, *Contract of Service*, of this Agreement.
- (g) An Employer cannot terminate the employment of an Employee on the ground that the Employee has applied for parental leave or of their absence on parental leave, but otherwise any right of the Employer to terminate employment is not affected by this clause.

Special provisions relating to pregnant Employees

34.21. Fitness for work in current position

- (a) If the Employer has reason to believe that the continued performance of duties by a pregnant Employee is a danger to the Employee, fellow Employees or the public, the Employer can require the Employee to provide a certificate from a medical practitioner stating that the pregnant Employee is fit for work in their current position for a period stated in the certificate.
- (b) The Employer is required to pay for any examination by a medical practitioner for the purposes of issuing such a certificate.

34.22. Modification of duties and transfer to safe job

- (a) A pregnant Employee can work on a part-time basis in accordance with this Agreement during any one or more periods if the Employee provides the Employer with a certificate from a medical practitioner stating that part-time work is, because of the pregnancy, necessary or preferable.
- (b) The work on a part-time basis must be —
 - (i) work in the Employee's current position or in a comparable position; and
 - (ii) on terms that are recorded in writing and in accordance with this Agreement.
- (c) Unless otherwise agreed with the Employer, a pregnant Employee must give at least four (4) weeks' written notice to the Employer of their intention to seek a variation in the terms of their part-time work or to revert to employment on a full-time basis.
- (d) If a pregnant Employee is fit for work but it is inadvisable for the Employee to continue to perform the duties of their current position for any particular period (the risk period) because of illness or risks arising from the pregnancy or because of hazards connected with their current position, the Employer must, during that period —
 - (i) modify the duties of the Employee; or
 - (ii) transfer the Employee to a safe job in a comparable position (including a position with a different number of ordinary hours agreed to by the Employee).
- (e) The Employer can require the pregnant Employee to provide a certificate from a medical practitioner or other reasonable evidence that it is inadvisable for the Employee to continue to perform the duties of their current position.
- (f) If the Employer considers that it is not reasonably practicable to modify the duties of the pregnant Employee or transfer the pregnant Employee to a safe job —
 - (i) the Employee is entitled to be absent from work during the risk period; and
 - (ii) the Employee is entitled to be paid the amount they would have reasonably expected to have been paid if they had worked during the risk period; and
 - (iii) the Employee's leave entitlements are not affected by the absence from work.
 - (iv) Any such entitlement to be absent from work extends to an eligible casual Employee.
 - (v) Any such entitlement to be absent from work ends at the earliest of the following —
 - (aa) the end of the risk period stated in the medical certificate or other reasonable evidence provided by the Employee;
 - (bb) the end of the day on which the pregnancy ends (whether with or without the birth of a living child).

34.23. Unpaid special pregnancy leave

- (a) A pregnant Employee is entitled to unpaid leave ("unpaid special pregnancy leave") during any period that the Employee is not fit for work because —
 - (i) the Employee has a pregnancy related illness; or
 - (ii) the pregnancy ends without the birth of a living child within twenty-eight (28) weeks before the expected date of birth.
- (b) In any such case of unfitness for work, the pregnant Employee can take any personal leave to which they are entitled instead of unpaid special pregnancy leave.
- (c) A pregnant Employee must give the Employer notice of the taking of unpaid special pregnancy leave. The notice —
 - (i) must be given as soon as practicable (whether before or after the commencement of the leave); and
 - (ii) must advise the Employer of the period or expected period of the leave.

- (d) The Employer can require the pregnant Employee to provide reasonable evidence that the Employee has become entitled under this clause to unpaid special pregnancy leave (including by the provision of a medical certificate).
- (e) The entitlement of a pregnant Employee to parental leave under this clause is not reduced by any period of unpaid special pregnancy leave taken by the Employee while pregnant.
- (f) Special pregnancy leave is not required to be taken in a continuous period with parental leave.
- (g) clause 34.20 - Effect of parental leave on the contract of employment applies to unpaid special pregnancy leave in the same way as it applies to parental leave, with any necessary modifications.

Special provisions relating to adoption

34.24. Date of placement of child

- (a) For the purposes of the provisions of this clause relating to parental leave following the adoption of a child by an Employee, the date of placement of a child for adoption means the earlier of the following —
 - (i) the date on which the Employee first takes custody of the child for adoption;
 - (ii) the date on which the Employee starts any travel that is reasonably necessary to take custody of the child for adoption.

34.25. Age of adopted children

- (a) An Employee is not entitled to parental leave in connection with the adoption of a child unless —
 - (i) the child is (or will be) under 16 years of age as at the date or expected date of placement of the child for adoption; and
 - (ii) the child has not (or will not have) lived with the Employee continuously for a period of six (6) months or more as at the date or expected date of placement of the child for adoption; and
 - (iii) the child is not (otherwise than because of the adoption) a child or stepchild of the Employee or the Employee's partner.

34.26. Additional unpaid leave in connection with adoption

- (a) An Employee seeking to adopt a child is entitled to two (2) days' unpaid leave to attend interviews or examinations required as part of the procedure for adoption.
- (b) If the Employee works or resides outside the Perth metropolitan area, the Employee is entitled to an additional day's unpaid leave for that purpose.
- (c) The Employee can take any accrued paid leave to which the Employee is entitled for that purpose instead of unpaid leave under this clause.

34.27. Termination of parental leave if adoption does not proceed

- (a) If a proposed adoption for which parental leave has been granted does not proceed, the parental leave is then terminated.
- (b) The Employee can take any other leave to which they are entitled instead of the terminated parental leave or return to work.

Partner Leave

34.28. Entitlement to partner leave

- (a) An Employee is entitled to partner leave while not on parental leave in connection with the birth of a child to, or the adoption of an eligible adoptive child by, the Employee or the Employee's partner.
- (b) An eligible adoptive child is a child —

- (i) who is under the age of 16 years; and
 - (ii) who has not lived continuously with the Employee for six (6) months or longer; and
 - (iii) who is not (otherwise than because of the adoption) the child or stepchild of the Employee or the Employee's partner.
- (c) Partner leave must be taken immediately following the birth or placement of the child for adoption.
- (d) Partner leave is to be taken (subject to available credits) as any combination of the following—
- (i) paid personal leave;
 - (ii) paid annual or long service leave;
 - (iii) paid accrued time off in lieu of overtime or flexi leave;
 - (iv) unpaid leave.
- (e) However, an eligible casual Employee can only take partner leave as unpaid leave.

34.29. Period of partner leave to which eligible Employee is entitled

- (a) An eligible Employee is entitled to one (1) week of partner leave.
- (b) An eligible Employee is entitled to apply to the Employer for an extension of their partner leave.
- (c) The period of any extension of partner leave is to be taken as unpaid leave.
- (d) The total period of partner leave and any extension of that leave cannot exceed eight (8) weeks.
- (e) An extension of partner leave can be taken in separate periods of at least two (2) weeks or, with the agreement of the Employer, of a shorter period.
- (f) The period of any extension of partner leave must conclude within the period of twelve (12) months after the birth or date of placement for adoption of the child concerned.
- (g) The Employer must agree to an application for an extension of partner leave, unless the Employer has reasonable grounds to believe that granting the leave would have an adverse impact on the conduct of the Employer's business or operations.
- (h) The Employer must give an Employee written notice of the refusal of an application for the extension of partner leave and of the reasons for that refusal.
- (i) An Employee who believes that their application for an extension of partner leave has been unreasonably refused can seek to enforce it as a minimum condition of employment and in that case the Employer has the onus of demonstrating that the refusal was justified in the circumstances.
- (j) An Employee has only a single entitlement, and not separate entitlements, to partner leave for children of a multiple birth or adoption.

34.30. Miscellaneous provisions relating to partner leave

- (a) An Employee who intends to take partner leave is required to give their Employer at least four (4) weeks' written notice of —
 - (i) the date on which the Employee proposes to commence the leave; and
 - (ii) the period of leave proposed to be taken.
- (b) An Employee who has given notice of proposed partner leave is required to give their Employer before proceeding on leave —
 - (i) in the case of a pregnancy – a certificate from a medical practitioner confirming the pregnancy and the expected date of birth; or

- (ii) in the case of a proposed adoption – a statement of the expected date of placement of the child for adoption.
- (c) Partner leave taken by an Employee does not affect any entitlement the Employee or their partner can have to parental leave. However, partner leave that is taken by an Employee as unpaid leave counts as part of the parental leave entitlement of the Employee in connection with the birth or adoption of the child concerned.
- (d) Any public holiday that falls during partner leave is counted as part of that leave and does not extend the period of partner leave.
- (e) The taking of partner leave as personal leave does not affect an Employee's entitlement to take more than a week's personal leave for any purpose for which personal leave can be taken.
- (f) An Employee is not entitled to paid personal leave while on unpaid partner leave.
- (g) Clause 34.20 - Effect of parental leave on the contract of employment applies to partner leave in the same way as it applies to parental leave, with any necessary modifications.

Grandparental Leave

34.31. Entitlement to grandparental leave

- (a) An eligible grandparent is entitled to grandparental leave following the birth or adoption of a grandchild of the Employee.
- (b) An eligible grandparent is an employee who —
 - (i) is primarily responsible for the care and supervision of their grandchild on a part-time basis; and
 - (ii) provides that care and supervision during what would be the Employee's ordinary hours of work (but for the Employee providing care to their grandchild).
- (c) An Employee is not entitled to grandparental leave in connection with the adoption of a grandchild unless —
 - (i) the grandchild is under the age of 5 years; and
 - (ii) the grandchild has not lived continuously with the adoptive parents for six (6) months or longer; and
- (d) the grandchild is not (otherwise than because of the adoption) the grandchild or grand-stepchild of the Employee.
- (e) An Employee has only a single entitlement, and not separate entitlements, to grandparental leave for grandchildren of a multiple birth or adoption.
- (f) An Employee is not entitled to grandparental leave if they —
 - (i) are a casual Employee (including an eligible casual Employee); or
 - (ii) have taken or are on parental leave in connection with the birth or adoption of the same grandchild of the Employee.

34.32. Period of grandparental leave to which eligible Employee entitled

- (a) An eligible grandparent is entitled to fifty-two (52) weeks of unpaid grandparental leave.
- (b) The period of grandparental leave —
 - (i) can commence any time within twenty-four (24) months after the birth or date of placement for adoption of the Employee's grandchild; and
 - (ii) must conclude within the period of twelve (12) months after the commencement of grandparental leave.

- (c) With the agreement of the Employer, an Employee can take grandparental leave on a part-time basis, provided they are primarily responsible for the care and supervision of their grandchild on those days the leave is taken.
- (d) If an Employee takes less than the maximum period of grandparental leave to which they are entitled, the unused balance of leave cannot be banked or preserved in any way.

34.33. Miscellaneous provisions relating to grandparental leave

- (a) An Employee who intends to take grandparental leave is required to give their Employer at least four (4) weeks' written notice of —
 - (i) the date on which the Employee proposes to commence the leave; and
 - (ii) the period of leave proposed to be taken.
- (b) The Employer can waive the notice period in exceptional circumstances.
- (c) The Employer can require an Employee who has given notice of proposed grandparental leave to provide reasonable evidence that the Employee is entitled to grandparental leave.
- (d) Clause 34.16 - Communication during parental leave and clause 34.20 Effect of parental leave on the contract of employment apply to grandparental leave in the same way as they apply to parental leave, with any necessary modifications.

35. FOSTER CARER'S LEAVE

- 35.1. Foster and short-term carer's leave is available to an Employee who is a foster carer in the state of Western Australia, to enable them to attend to the care of a child in an emergency or other out of home care placement. Foster carer includes kinship arrangements and respite care that has not been determined to be permanent.
- 35.2. A permanent Employee, fixed-term contract Employee or casual Employee has access to three (3) paid days of non-cumulative leave per calendar year.
- 35.3. Employees must give reasonable notice prior to taking foster care leave and must provide an estimate of the period of absence from work.
- 35.4. Employees can, by agreement with their Employer, take foster carer leave in minimum periods of one (1) hour.
- 35.5. Leave credits can be used to attend training associated with the Employee's Foster Carer responsibilities.
- 35.6. Employees must provide the Employer with documentation supporting their eligibility for the leave.
- 35.7. The entitlement to foster carer leave in accordance with clause 35.2 for casual Employees applies to the extent of their agreed working arrangements.

36. SUPERANNUATION ON UNPAID PARENTAL LEAVE

- 36.1. In this clause, "unpaid parental leave" means unpaid parental leave under clause 34.4 - Nature of parental leave or unpaid special pregnancy leave under clause 34.23 - Unpaid special pregnancy leave.
- 36.2. An Employee or eligible casual Employee who is entitled to parental leave is eligible for superannuation contributions to be paid for up to twenty-four (24) weeks of unpaid parental leave.
- 36.3. Superannuation contributions made under this clause are:
 - (a) paid on the first twenty-four (24) weeks of unpaid parental leave taken by the Employee or, if an Employee takes less than twenty-four (24) weeks, on the total period actually taken;
 - (b) calculated in accordance with the following:

- (c) for full-time Employees – the ordinary working hours at the time of commencement of parental leave;
- (d) for part-time Employees – an average of the hours worked by the Employee over the preceding twelve (12) months; or their ordinary working hours at the time of commencement of parental leave, whichever is greater; or
- (e) for eligible casual Employees – an average of the hours worked by the casual Employee over the preceding twelve (12) months;
- (f) exclusive of shift and weekend penalties.
- (g) made directly into the Employee’s nominated superannuation account following the conclusion of the period of leave in relation to which contributions are payable; and
- (h) made in accordance with the *State Superannuation Act 2000*, *State Superannuation Regulations 2001* and applicable superannuation fund rules.

37. COMPASSIONATE LEAVE FOR EARLY PREGNANCY LOSS

- 37.1. An Employee and/or partner of the Employee is entitled to up to three (3) consecutive days of paid compassionate leave on each occasion a pregnancy ends without the birth of a living child up to twenty (20) weeks before the expected date of birth.
- 37.2. Leave commences from the date the pregnancy ends and is not to be taken during any other period of leave, including unpaid leave.
- 37.3. The Employee must provide notice as soon as reasonably practicable indicating the period of leave sought and anticipated return to duty.
- 37.4. The Employer can require reasonable evidence that an early pregnancy loss has occurred such as a medical certificate or a recognition certificate for early pregnancy loss issued by the WA Registry of Births, Deaths and Marriages.
- 37.5. The provisions of 37.1 apply to a:
 - (a) part-time Employee on a pro rata basis; and
 - (b) casual Employee to the extent of their future rostered shifts, or if there is no certainty about future rosters, the preceding four (4) week average of shifts worked.

38. BEREAVEMENT LEAVE

- 38.1. This clause replaces clause 31, *Bereavement Leave*, of the Award.
- 38.2. Employees, including a casual Employee, shall on the death of:
 - (a) The spouse, or de facto partner, of the Employee;
 - (b) The child, stepchild or grandchild of the Employee;
 - (c) The parent, step-parent or grandparent of the Employee;
 - (d) The brother, sister, stepbrother or stepsister of the Employee
 be eligible for up to five (5) days’ paid bereavement leave.
 - (e) A close personal friend of the Employee, or any other person who immediately before that person’s death lived with the Employee as a member of the Employee’s family be eligible for up to three (3) days’ paid bereavement leave.
- 38.3. At the request of an Employee the Employer may exercise a discretion to grant bereavement leave to an Employee in respect of some other person with whom the Employee has a special relationship.
- 38.4. The eligible days need not be consecutive.

- 38.5. Bereavement leave is not to be taken during any other period of leave. Payment of such leave may be subject to the Employee providing evidence of the death or relationship to the deceased, satisfactory to the Employer.
- 38.6. An Employee requiring more than the eligible days bereavement leave in order to travel overseas or interstate in the event of the death overseas or interstate of a member of the Employee's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the Employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted. An Employee may be granted access to personal leave in certain circumstances.

39. CULTURAL/CEREMONIAL LEAVE

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

40. CULTURAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDERS

- 40.1. Employees who identify as Aboriginal or Torres Strait Islanders (ATSI) are entitled to paid cultural leave which can be accessed to participate in any of the following:
- (a) Cultural and ceremonial obligations under ATSI lore, customs or traditional law; and
 - (b) Community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals.
- 40.2. Up to five (5) days of paid cultural leave per calendar year will be available under this clause. The leave need not be taken in one continuous period. Paid cultural leave will not accrue from year to year and will not be paid out on termination.
- 40.3. The Employer will assess each application for cultural leave on its merits and give consideration to the personal circumstances of the Employee seeking leave.
- 40.4. The Employer may request reasonable evidence of the legitimate need for the Employee to be allowed time off.
- 40.5. If the Employer requires an Employee to attend to business associated with an ATSI organisation, or an organisation that works to facilitate ATSI interests, the attendance is considered to be a part of the Employee's normal duties and the Employee need not access leave under this or any other clause to enable it.
- 40.6. Cultural leave granted under this clause is in addition to the leave provided in clause 38, *Bereavement Leave*, of this Agreement and clause 39, *Cultural/Ceremonial Leave*, of this Agreement.

41. LEAVE FOR TRAINING WITH DEFENCE FORCE RESERVES

41.1. This clause replaces paragraph (g) of clause 33, *Other Forms of Leave*, of the Award.

41.2. Defence Force Reserves Leave

- (a) The Employer must grant leave of absence for the purpose of Defence service to an Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. "Defence service" means service, including training, in a part of the Reserves or Cadet Force.
- (b) Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- (c) Application for leave of absence for Defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the Employee shall provide a certificate of attendance to the Employer.

41.3. Paid leave

- (a) An Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for Defence service, subject to the conditions set out hereunder.
- (b) Part-time Employees shall receive the same paid leave entitlement as full-time Employees, but payment shall only be made for those hours that would normally have been worked but for the leave.
- (c) On written application, an Employee shall be paid salary in advance when proceeding on such leave.
- (d) Casual Employees are not entitled to paid leave for the purpose of Defence service.
- (e) An Employee is entitled to paid leave for a period not exceeding one hundred and six point four (106.4) hours on full pay in any period of twelve (12) months commencing on 1 July in each year.
- (f) An Employee is entitled to a further period of leave, not exceeding sixteen (16) calendar days, in any period of twelve (12) months commencing on 1 July. Pay for this leave shall be at the rate of the difference between the normal remuneration of the Employee and the Defence Force payments to which the Officer is entitled if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the Employee.

41.4. Unpaid leave

- (a) Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in subclause 41.3 shall be unpaid.
- (b) Casual Employees are entitled to unpaid leave for the purpose of Defence service.

41.5. Use of other leave

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

42. WITNESS AND JURY SERVICE

42.1. This clause replaces paragraph (h) of clause 33, *Other Forms of Leave*, of the Award.

42.2. An Employee subpoenaed or called as a witness to give evidence in any proceeding shall as soon as practicable notify the supervisor/manager who shall notify the Department Head.

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

43. DEFERRED SALARY SCHEME

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

44. BLOOD/PLASMA DONORS LEAVE

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

45. EMERGENCY SERVICE LEAVE

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

46. PUBLIC HEALTH EMERGENCY LEAVE

Definitions

- 46.1. In this clause:
- (a) "Public health emergency" means an incident or emergency that is the subject of Directions issued under Parts 11 or 12 of the *Public Health Act 2016* (WA).
 - (b) "Diagnosed person" means a person who has a current positive test for a disease the subject of the public health emergency or an incident that is deemed a serious public health risk by way of a testing or diagnostic regime accepted within the WA health system as being a reliable indicator that the person has the disease.
 - (c) "Ordinary pay" is to be calculated according to the rostered or ordinary hours the Employee would have worked, had they not been subject to a government requirement to isolate or quarantine. For casual Employees, ordinary pay is to be calculated with reference to the Employee's rostered future shifts or, if there is no certainty about future rosters, the preceding four (4) week average of shifts worked.

Special Public Health Emergency Leave

- 46.2. The Employer is to credit each Employee with twenty (20) days of non-cumulative special public health emergency leave on January 1 each year.
- 46.3. A fixed-term contract, part-time or casual Employee is to be credited with the same entitlement as a permanent Employee.
- 46.4. Employees absent on special public health emergency leave are to receive their ordinary pay.

- 46.5. Employees who have exhausted their special public health emergency leave can access existing personal leave entitlements under clause 31, *Personal Leave*, of this Agreement.

Eligibility for Special Public Health Emergency Leave

- 46.6. Special public health emergency leave can only be taken in respect of absences from work during:
- (a) a public health emergency; or
 - (b) other significant events as agreed between the Union and the Employer.
- 46.7. An Employee who is a diagnosed person or is subject to a government requirement to isolate or quarantine can access special public health emergency leave before existing personal leave entitlements under clause 31 – *Personal Leave* of this Agreement.
- 46.8. Employees with caring responsibilities can access special public health emergency leave if they are caring for, or providing support to a member of the Employee’s family or household because:
- (a) the other person is a diagnosed person or is subject to a government requirement to isolate or quarantine; or
 - (b) a child’s school has closed or the person’s other care arrangements are unavailable because of a public health emergency.
- 46.9. Compassionate access to special public health emergency leave can be granted in exceptional circumstances despite not being a reason referred to in clause 46.8.
- 46.10. Special public health emergency leave is not debited for public holidays that the Employee would have observed.
- 46.11. An Employee is unable to access special public health emergency leave while on any period of leave without pay, parental or related leave, or annual or long service leave except as provided for in clauses 31.35, *Re-crediting Annual Leave*, and 31.36, *Re-crediting Long Service Leave*.

Notice and Access

- 46.12. Special public health emergency leave can be taken on an hourly basis.
- 46.13. Reasonable and legitimate requests for special public health emergency leave are approved subject to available credits. Where practicable, the Employee must give reasonable notice before taking leave.
- 46.14. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work is to be provided.

Evidence

- 46.15. The Employer can require evidence that would satisfy a reasonable person to support an application for special public health emergency leave.

47. CHRISTMAS/NEW YEAR CLOSEDOWN

Observation of a closedown

- 47.1. The Employer may observe a closedown over the Christmas/New Year period for the whole or part of the Parliament.
- 47.2. The dates/duration of the closedown will be at the discretion of the Employer, but will not exceed five (5) working days.

Notification of a closedown

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

Leave arrangements during the closedown

- 47.4. Employees may access the following forms of paid leave to cover the closedown period:
- (a) Flexitime credit;
 - (b) Rostered days/hours off;
 - (c) Time in lieu of overtime; or
 - (d) Time for time.
- 47.5. In the absence of the Employee having sufficient hours accrued from any of the paid leave in clause 47.4, the following types of paid leave will be used to cover the Christmas closedown:
- (a) Annual leave;
 - (b) Day(s) in lieu of public service holidays;
 - (c) The Easter Sunday holiday provided for in clause 29;
 - (d) Accrued long service leave;
 - (e) Pro rata long service leave as provided for at clause 27.9, *Early Access to Pro Rata Long Service Leave*, of this Agreement; or
 - (f) Purchased leave.
- 47.6. At the discretion of the Employer, an Employee may be granted either leave without pay or annual leave in advance to cover the amount of leave required for the closedown where the Employee does not have sufficient accrued leave to cover the period of the closedown.

PART 6: ALLOWANCES

48. MIDNIGHT ALLOWANCE

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

49. FIRST AID AND FIRE WARDEN ALLOWANCE

- (a) An Employee appointed as a First Aid Officer and/or a Fire Warden who holds the appropriate qualification shall be paid an allowance in accordance with the following table:

Effective Date	13 June 2022	13 June 2023
Rate (per hour)	\$0.33	\$0.35

The hourly rate is calculated as 1% of the gross hourly salary of a Level 1.4 of the applicable year as per schedule 1A, (Salaries) Parliamentary Officers, of this Agreement.

- (b) An eligible part-time Employee is entitled to this allowance on a pro rata basis.
- (c) Notwithstanding clause 49(a), an Employee appointed as a First Aid Officer and a Fire Warden shall be entitled to only one allowance.
- (d) Other than for annual leave, the allowance will not be paid during any continuous absence of greater than two (2) weeks.

50. SPECTACLE ALLOWANCE

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

51. EVENING MEAL ALLOWANCE

51.1. Evening Meal Allowance

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

51.2. Supper Meal

- (a) A full-time or part-time PSSE required to work beyond 8.00 pm shall:
 - (i) be entitled to a supper meal at no cost consistent with the meal available to Sessional Officers on a sitting night;
 - (ii) where a supper meal is not available the PSSE shall be entitled to an allowance of \$7.50.

52. TAXI VOUCHER AND MOTOR VEHICLE ALLOWANCE

52.1.

- (a) An Employee who is required to commence work prior to 7.00 am or work after 7.00 pm on any day shall be entitled to either:
 - (i) a taxi voucher from work to their normal place of residence; or
 - (ii) claim a motor vehicle allowance for the kilometres travelled from work to the Employee's normal place of residence in accordance with schedule F, *Motor Vehicle Allowance*, of the *Public Service Award 1992* based on the most direct route when the Employee travels by motor vehicle;to a maximum of fifty (50) kilometres from the Perth GPO.
- (b) PSSEs who commence work before 7.00 am in accordance with subclause 21.3 shall not be entitled to a Taxi Voucher or Motor Vehicle Allowance.
- (c) Employees who live more than fifty (50) kilometres from the Perth GPO and who had an entitlement existing at the time of the General Agreement 2006 registration to claim the motor vehicle allowance or a taxi voucher as per subclause (a) of this clause shall maintain their entitlement for the term of the General Agreement provided that where the Employee's place of residence changes the existing entitlement does not increase.

53. TOOL ALLOWANCE

- 53.1. Where a permanent PSSE employed as a Tradesperson Cook or Chef is required to provide their own tools to perform their duties they shall be paid an allowance of \$11.50 per week.
- 53.2. The parties agree to vary the amount of the allowance paid in subclause 53.1 to reflect changes to clause 29 of the *Catering Employees and Tea Attendants (Government) Award 1982*.

54. HIGHER DUTIES

- 54.1. This clause replaces clause 22, *Higher Duties Allowance - Parliamentary Support Service Employees*, of the Award.
- 54.2. When an Employee is to undertake additional and higher level duties on a temporary basis for five (5) consecutive working days or more:
- (a) in circumstances where the full duties of the higher position are to be performed, payment shall be at the minimum rate of pay of the substantive pay level of the higher position; and
 - (a) in circumstances where the Employee will not be performing the full duties of the higher position, the Employee shall be advised of the additional duties to be performed and the higher rate of pay.
- 54.3. Subject to subclause 54.2 of this clause, Employees shall be paid the higher duties allowance for the entire period during which they are undertaking the higher level duties.

PART 7: WORKFORCE MANAGEMENT

55. WORKING FROM HOME

- 55.1. Subject to this clause and the relevant Department's Working from Home Policy, an Employee may request a working from home arrangement. The introduction of working from home arrangements does not provide for the Employee's primary place of work to be moved from the Employee's primary workplace to the Employee's home.
- 55.2. Statutory requirements apply to Employees working from home as they do to Employees working at the Employer's workplace. The Employer must ensure understanding and compliance of all affected parties with all statutory responsibilities prior to any arrangements being approved.
- 55.3. The Employer is required to undertake a risk assessment of the work activities carried out by Employees to assist in identifying and managing potential hazards. In carrying out any assessment, the Employer must look at who and what may be affected by, and the possible effects of, the work being done from home. The Employee must assist with this assessment.
- 55.4. A working from home arrangement is subject to:
- (a) The principles and provisions of the Department's policy;
 - (b) the Employee's duties being those they would normally undertake at their primary workplace;
 - (c) the nature of the Employee's work being such that it is suited to working from home arrangements;
 - (d) approval of any arrangement being at the discretion of the Employer;
 - (e) the Employee requesting and agreeing to enter into the working from home arrangements; and
 - (f) the Employer's policy and procedures addressing:
 - (i) the obligations of both the Employer and the Employee;
 - (ii) duty of care responsibilities owed by the Employer and Employee under the *Work Health and Safety Act 2000* (WA); and
 - (iii) all other relevant statutory obligations affecting the Employer/Employee relationship.
- 55.5. Prior to implementing a working from home arrangement, Employers must discuss with the Employee matters relevant to a working from home arrangement including, but not limited to; insurance, provision of equipment and tools, related overhead costs, the Employee's ordinary hours of work and flexible working arrangements provided under the arrangement, and any agreed reasonable accommodation. Employers can only initiate a working from home arrangement once this discussion has occurred and subject to the agreement of the Employee.

- 55.6. The Employer must consider an Employee's working from home request. Any consideration is to be informed by the Employer's obligations under the *Equal Opportunity Act 1984* (WA) and subclause 55.5 of this General Agreement.
- 55.7. The Employer can only refuse a request for a working from home arrangement on reasonable operational grounds.

56. RESPONDING TO WORK-RELATED INFORMATION AND COMMUNICATIONS OUTSIDE OF WORK HOURS

- 56.1. In this clause:
- (a) "Business-critical matters" means any situation which is related to the sittings of the House, unexpected and/or requires an immediate response in relation to which the Employee's expertise, advice or assistance is required to enable the Employer to perform its primary function.
 - (b) "Genuine welfare and safety matters" means serious matters likely to have an imminent effect on the welfare and/or safety of the Employee(s).
 - (c) "Work-related communications" include all communication concerning work matters that are not business critical or genuine welfare and safety matters sent via SMS, teams messages, phone-calls, or any other means of technological communication, to a personal or work issued phone, laptop or other device.
- 56.2. The Employer is committed to minimising the requirement to respond outside of work hours to work-related communications to support work/life balance for employees, whilst ensuring operational needs are met.
- 56.3. Managers and supervisors recognise employees are not required to access or respond to work-related communications sent outside an Employee's ordinary or rostered hours, unless there is a business-critical matter or genuine welfare and safety matter.
- 56.4. Employees cannot be penalised or otherwise disadvantaged for choosing not to engage, respond or access work-related information or communication technologies outside their ordinary or rostered working hours.
- 56.5. This clause does not apply where an Employee is:
- (a) in receipt of an annualised Availability Allowance;
 - (b) undertaking reasonable overtime in accordance with clause 24, *Overtime and Leave in Lieu*, of this Agreement; or
 - (c) where an Employee has provided contact details for the purpose of being notified for available casual work or unanticipated changes to a work roster due to the sittings of the House.

57. PHASED RETIREMENT

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

58. CONSULTATION

- 58.1. This clause shall be read in conjunction with clause 39, *Establishment of Consultative Mechanisms*, of the Award.

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

59. UNION FACILITIES FOR UNION REPRESENTATIVES

- 59.1. The Employer recognises the rights of the Union(s) to organise and represent its members. Union representatives have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing members' interests in the workplace and Parliament.
- 59.2. The Employer recognises that, under the Union's rules, Union representatives are delegates representing members within a specific work site.
- 59.3. The Employer will recognise Union representatives in the workplace and will allow them to carry out their role and functions.
- 59.4. The Union(s) will advise the Employer in writing of the names of the Union(s) representatives in the Parliament.
- 59.5. The Employer shall recognise the authorisation of each Union representative in the Parliament and shall provide them with the following:
- (a) Paid time off from normal duties to perform their functions as a Union representative such as organising, recruiting, individual grievance handling, collective bargaining and involvement in the electorate delegates committee and to attend Union business in accordance with clause 34, *Leave to Attend Union Business*, of the Award.
 - (b) Access to facilities required for the purpose of carrying out their duties. Facilities may include, but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the department and shall be in accordance with normal Parliament protocols.
 - (c) A noticeboard for the display of Union(s) materials including broadcast e-mail facilities.
 - (d) Paid access to periods of leave for the purpose of attending Union training courses in accordance with clause 38, *Trade Union Training Leave*, of the *Public Service Award 1992*.
 - (e) Unless otherwise agreed, the Employer must notify the Union of the commencement of any new employees on at least a quarterly basis. Notification includes the new employee's name, commencement date, position title, work location, business email addresses, and business phone numbers where available.
 - (f) Access to awards, agreements, policies and procedures.
 - (g) Access to information on matters affecting Employees in accordance with clause 58, *Consultation*, of the General Agreement.
- 59.6. The Employer recognises that it is paramount that Union representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a Union representative.

60. UNION GENERAL/DELEGATE MEETINGS

- 60.1. Subject to reasonable notice and prior arrangement with the Employer, Employees will be granted paid time off to attend quarterly general meetings of up to one (1) hour on site with the Union. Where the site meeting exceeds one (1) hour, such meetings will be without pay for the period of the meeting that exceeds one (1) hour.
- 60.2. Union delegates will be able to attend paid quarterly delegate meetings of up to two (2) hours' duration with additional time allocated for travel.
- 60.3. Subject to reasonable notice being provided to the Employer to conduct these meetings the Union, upon written request, is given access to a private facility at the workplace for the duration of each meeting, if such a facility is reasonably available at the workplace.

PART 8: MISCELLANEOUS

61. SUPPORTED WAGE

Workers Eligible for a Supported Wage

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

Eligibility Criteria

- 61.2. Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under the General Agreement because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension. (This clause does not apply to any existing Employee who has a claim against the Employer that is subject to the provisions of workers' compensation legislation or any provision of the General Agreement relating to the rehabilitation of Employees who are injured in the course of their current employment.)
- 61.3. This clause also does not apply to Employers in respect of their facility, program, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are in receipt of or eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under section 10 or section 12A of the *Act* or, if a part only has received recognition, that part.

Supported Wage Rates

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

61.5.

Assessed Capacity 61.6	% of Prescribed General Agreement Rate
10% *	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than \$61 per week.) *Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

Assessment of Capacity

- 61.6. For the purpose of establishing the percentage of the General Agreement rate to be paid to the Employee, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- (a) the Employer and the Union(s), in consultation with the Employee, or if desired by any of these; or
 - (b) the Employer and an Accredited Assessor from a panel agreed by the parties to the General Agreement and the Employee.

Lodgement of Assessment Instruments

- 61.7. All assessment instruments under the conditions of this clause, including the appropriate percentage of the General Agreement wage rate to be paid to the Employee, shall be lodged by the Employer with the Registrar of the WAIRC.
- 61.8. All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the Union(s) is not a party to the assessment, it shall be referred by the Registrar to the Union(s) by certified mail and shall take effect unless an objection is notified to the Registrar within ten (10) working days.

Review of Assessment

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

Other Terms and Conditions of Employment

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

Workplace Adjustment

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

Trial Period

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

- 61.13. During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 61.14. The minimum amount payable to the Employee during the trial period shall be no less than \$61 per week.
- 61.15. Work trials should include induction or training as appropriate to the job being trialled.
- 61.16. Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause 61.6 of this clause.

62. TRAINEESHIPS

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

62.2. Training Conditions

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

62.3. Employment Conditions

- (a) The initial period of employment for trainees is the nominal training period endorsed at the time the particular traineeship is established;
- (b) Completion of the traineeship scheme will not guarantee the trainee future employment in the Parliament, but the Employer will cooperate to assist the trainee to be placed in suitable employment, should a position arise;
- (c) Trainees are permitted to be absent from work without loss of continuity of employment to attend off-the-job training in accordance with the training plan. However, except for absences provided for under this General Agreement and the Award, failure to attend for work or training without an acceptable cause will result in loss of pay for the period of the absence; and
- (d) Overtime and shift work shall not be worked by trainees except to enable the requirements of the training to be effected. When overtime and shift work are worked, the relevant allowances and penalties of the Award based on the training wage stated in subclause 62.4 of this clause will apply. No trainee shall work overtime or shift work on their own.

62.4. Traineeship Rates of Pay

- (a) The salary applicable to school-based trainees (under 21 years) shall be the applicable Level 1 salary as per schedule 1A of this Agreement in accordance with the trainee's age.
- (b) The salary applicable to adult trainees shall be the Level 1.1 salary as per schedule 1A of this Agreement.

62.5. Definitions

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

- (c) **“Traineeship Training Agreement”** means the agreement between the Employer and the trainee that provides the training conditions for the traineeship and is registered with the Western Australian Department of Training and Workforce Development.

63. WORKING WITH CHILDREN CHECKS

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

64. TRAINING AND DEVELOPMENT

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

65. WORKPLACE HEALTH AND SAFETY

- 65.1. The Employer is committed to providing a safe and healthy working environment for all Employees.
- 65.2. Policies consistent with the relevant principles of the *Work Health and Safety Act 2020* (WA) will continue to be developed.
- 65.3. All new Employees will participate in an appropriate induction program including an introduction to relevant Work Health and Safety standards.

66. EQUAL EMPLOYMENT OPPORTUNITY

- 66.1. The Employer is committed to equal employment opportunity principles.
- 66.2. Policies consistent with relevant equal employment opportunity principles will continue to be developed.
- 66.3. The Code of Conduct contained in schedule 2, *Code of Conduct for Employees of the Parliament of Western Australia*, applies to all Employees who are subject to the General Agreement.

PART 9: DISPUTE SETTLEMENT PROCEDURE

67. DISPUTE SETTLEMENT PROCEDURE

Employee/Employer Disputes

- 67.1. Any questions, difficulties or disputes arising under this General Agreement of Employees bound by the Agreement shall be dealt with in accordance with this clause.
- 67.2. The Employee(s) and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution within three (3) working days.
- 67.3. If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution within a further three (3) working days.
- 67.4. If the dispute is still not resolved, it may be referred by the Employee(s) or union representative to the Employer or their nominee.
- 67.5. Where the dispute cannot be resolved within five (5) working days of the union representative's referral of the dispute to the Employer or their nominee, either party may refer the matter to the WAIRC.
- 67.6. The period for resolving a dispute may be extended by agreement between the parties.
- 67.7. At all stages of the procedure the Employee may be accompanied by a union representative.
- 67.8. Notwithstanding the operation of clauses 67.2 – 67.5, questions, difficulties or disputes involving multiple Employees may be raised by the Union directly with the Employer or the Employer's nominated representative.
- 67.9. If a dispute is raised by the Union(s) via clause 67.8, the parties will make a genuine attempt to reach an agreed solution. If the dispute cannot be resolved, either party may refer the dispute to the WAIRC for conciliation or, where appropriate, arbitration.
- 67.10. Nothing in this clause constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008*.

Parties to General Agreement

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

68. RESERVED MATTERS/LIBERTY TO APPLY

- 68.1. Notwithstanding clause 7 – No Further Claims of this Agreement, the parties may agree to negotiate the following possible variations to this Agreement during its life: should relevant variations occur in the replacement to the Public Sector CSA Agreement 2022:
 - (a) Review Part-Time Seasonal Employment – Daily Hours 16.3(c), (d) and (e) as described in 16.3(g).
- 68.2. If the parties reach agreement on this matter, an application will be made via section 43 of the *Industrial Relations Act 1979* to vary the Agreement.

PART 10: SIGNATURE OF PARTIES

69. SIGNATURES OF PARTIES



Date 17/10/23

Rikki Hendon

General Secretary

The Civil Service Association of Western Australia (Inc)



Date 16/10/23

Carolyn Smith

Director

United Workers Union (WA)



Date 17/10/23

Kate Ferguson

State President, Media

Media, Entertainment and Arts Alliance (WA)



Date 28/09/23

The Hon. Alanna Clohesy MLC

President of the Legislative Council



Date 28/9/2023

The Hon. Michelle Roberts MLA

Speaker of the Legislative Assembly

PART 11: SCHEDULES

Schedule 1A: (Salaries) Parliamentary Officers

Levels	Current (2021) Rates	2022 Rates	2023 Rates
		Greater of 3% or \$60 per week	Greater of 3% or \$60 per week
	13 June 2021	13 June 2022	13 June 2023
	\$ pa	\$ pa	\$ pa
Level 1			
Under 17 Yrs	28,869	31,999	35,129
17 Yrs	33,504	36,634	39,764
18 Yrs	38,139	41,269	44,399
19 Yrs	42,776	45,906	49,036
20 Yrs	47,409	50,539	53,669
1.1	53,930	57,060	60,190
1.2	56,742	59,872	63,002
1.3	59,698	62,828	65,958
1.4	62,376	65,506	68,636
Level 2.1	64,172	67,302	70,432
2.2	65,781	68,911	72,041
2.3	67,482	70,612	73,742
2.4	69,256	72,386	75,516
Level 3.1	72,896	76,026	79,156
3.2	74,781	77,911	81,041
3.3	76,723	79,853	82,983
3.4	78,717	81,847	84,977
Level 4.1	81,452	84,582	87,712
4.2	83,593	86,723	89,853
4.3	85,797	88,927	92,057
Level 5.1	90,047	93,177	96,307
5.2	92,915	96,045	99,175
5.3	95,896	99,026	102,156
5.4	98,994	102,124	105,254
Level 6.1	103,966	107,096	110,309
6.2	107,350	110,571	113,888
6.3	110,853	114,179	117,604
6.4	114,590	118,028	121,569
Level 7.1	120,725	124,347	128,077
7.2	124,701	128,442	132,295
7.3	129,033	132,904	136,891
Level 8.1	136,296	140,385	144,597
8.2	141,348	145,588	149,956
8.3	147,609	152,037	156,598
Level 9.1	155,689	160,360	165,171
9.2	160,981	165,810	170,784
9.3	167,015	172,025	177,186

Levels	Current (2021) Rates	2022 Rates	2023 Rates
		Greater of 3% or \$60 per week	Greater of 3% or \$60 per week
	13 June 2021	13 June 2022	13 June 2023
	\$ pa	\$ pa	\$ pa
Class 1	176,438	181,731	187,183
Class 2	185,588	191,156	196,891
Class 3	194,725	200,567	206,584
Class 4	203,869	209,985	216,285

Schedule 1B: (Wages) Parliamentary Support Services Employees

Levels	Current (2021) Rates	2022 rates	2023 Rates
		Greater of 3% or \$60 per week	Greater of 3% or \$60 per week
	13 June 2021	13 June 2022	13 June 2023
	\$ Per Fortnight	\$ Per Fortnight	\$ Per Fortnight
Head Chef Year 1 (inclusive of allowance)	2,818.82	2,938.82	3,058.82
Head Chef Year 2 (inclusive of allowance)	2,846.24	2,966.24	3,086.24
Head Chef Year 3 (inclusive of allowance)	2,874.55	2,994.55	3,114.55
Head Chef Year 4 (inclusive of allowance)	2,898.38	3,018.38	3,138.38
Sous Chef Year 1 (inclusive of allowance)	2,592.84	2,712.84	2,832.84
Sous Chef Year 2 (inclusive of allowance)	2,672.93	2,792.93	2,912.93
Sous Chef Year 3 (inclusive of allowance)	2,700.95	2,820.95	2,940.95
Sous Chef Year 4 (inclusive of allowance)	2,724.58	2,844.58	2,964.58
Assistant Dining Room Manager Year 1	2,541.66	2,661.66	2,781.66
Assistant Dining Room Manager Year 2	2,617.34	2,737.34	2,857.34
Assistant Dining Room Manager Year 3	2,644.83	2,764.83	2,884.83
Assistant Dining Room Manager Year 4	2,667.99	2,787.99	2,907.99
Head Gardener Year 1	2,457.01	2,577.01	2,697.01
Head Gardener Year 2	2,478.71	2,598.71	2,718.71
Head Gardener Year 3	2,497.07	2,617.07	2,737.07
Head Gardener Year 4	2,520.15	2,640.15	2,760.15
Chef Year 1	2,406.10	2,526.10	2,646.10
Chef Year 2	2,432.20	2,552.20	2,672.20
Chef Year 3	2,459.16	2,579.16	2,699.16
Chef Year 4	2,481.89	2,601.89	2,721.89
President's Attendant Year 1	2,406.10	2,526.10	2,646.10
President's Attendant Year 2	2,432.20	2,552.20	2,672.20
President's Attendant Year 3	2,459.16	2,579.16	2,699.16
President's Attendant Year 4	2,481.89	2,601.89	2,721.89
Speaker's Attendant Year 1	2,406.10	2,526.10	2,646.10
Speaker's Attendant Year 2	2,432.20	2,552.20	2,672.20
Speaker's Attendant Year 3	2,459.16	2,579.16	2,699.16
Speaker's Attendant Year 4	2,481.89	2,601.89	2,721.89

Levels	Current (2021) Rates	2022 rates	2023 Rates
		Greater of 3% or \$60 per week	Greater of 3% or \$60 per week
	13 June 2021	13 June 2022	13 June 2023
	\$ Per Fortnight	\$ Per Fortnight	\$ Per Fortnight
Bar Attendant Year 1	2,339.66	2,459.66	2,579.66
Bar Attendant Year 2	2,365.00	2,485.00	2,605.00
Bar Attendant Year 3	2,391.14	2,511.14	2,631.14
Bar Attendant Year 4	2,413.15	2,533.15	2,653.15
Storeperson Year 1	2,339.66	2,459.66	2,579.66
Storeperson Year 2	2,365.00	2,485.00	2,605.00
Storeperson Year 3	2,391.14	2,511.14	2,631.14
Storeperson Year 4	2,413.15	2,533.15	2,653.15
Tradesperson Cook Year 1	2,254.66	2,374.66	2,494.66
Tradesperson Cook Year 2	2,272.91	2,392.91	2,512.91
Tradesperson Cook Year 3	2,288.66	2,408.66	2,528.66
Tradesperson Cook Year 4	2,309.67	2,429.67	2,549.67
Cafeteria Manager Year 1	2,254.66	2,374.66	2,494.66
Cafeteria Manager Year 2	2,272.91	2,392.91	2,512.91
Cafeteria Manager Year 3	2,288.66	2,408.66	2,528.66
Cafeteria Manager Year 4	2,309.67	2,429.67	2,549.67
Senior Yardman/Cleaner Year 1	2,105.02	2,225.02	2,345.02
Senior Yardman/Cleaner Year 1	2,125.00	2,245.00	2,365.00
Senior Yardman/Cleaner Year 1	2,141.64	2,261.64	2,381.64
Senior Yardman/Cleaner Year 1	2,161.15	2,281.15	2,401.15
Cook Year 1	2,089.65	2,209.65	2,329.65
Cook Year 2	2,109.70	2,229.70	2,349.70
Cook Year 3	2,127.41	2,247.41	2,367.41
Cook Year 4	2,146.85	2,266.85	2,386.85
Waitperson/Relieving Bar Attendant Year 1	2,072.63	2,192.63	2,312.63
Waitperson/Relieving Bar Attendant Year 2	2,092.79	2,212.79	2,332.79
Waitperson/Relieving Bar Attendant Year 3	2,112.23	2,232.23	2,352.23
Waitperson/Relieving Bar Attendant Year 4	2,130.82	2,250.82	2,370.82
Canteen Attendant Year 1	2,072.63	2,192.63	2,312.63
Canteen Attendant Year 2	2,092.79	2,212.79	2,332.79
Canteen Attendant Year 3	2,112.23	2,232.23	2,352.23
Canteen Attendant Year 4	2,130.82	2,250.82	2,370.82
Waitperson Year 1	2,028.77	2,148.77	2,268.77
Waitperson Year 2	2,047.97	2,167.97	2,287.97
Waitperson Year 3	2,063.92	2,183.92	2,303.92
Waitperson Year 4	2,082.67	2,202.67	2,322.67

Levels	Current (2021) Rates	2022 rates	2023 Rates
		Greater of 3% or \$60 per week	Greater of 3% or \$60 per week
	13 June 2021	13 June 2022	13 June 2023
	\$ Per Fortnight	\$ Per Fortnight	\$ Per Fortnight
Yardman/Cleaner Year 1	2,028.77	2,148.77	2,268.77
Yardman/Cleaner Year 2	2,047.97	2,167.97	2,287.97
Yardman/Cleaner Year 3	2,063.92	2,183.92	2,303.92
Yardman/Cleaner Year 4	2,082.67	2,202.67	2,322.67
Senior Kitchen Hand Year 1	1,992.77	2,112.77	2,232.77
Senior Kitchen Hand Year 2	2,011.59	2,131.59	2,251.59
Senior Kitchen Hand Year 3	2,027.23	2,147.23	2,267.23
Senior Kitchen Hand Year 4	2,045.56	2,165.56	2,285.56
Gardeners Year 1	1,992.77	2,112.77	2,232.77
Gardeners Year 2	2,011.59	2,131.59	2,251.59
Gardeners Year 3	2,027.23	2,147.23	2,267.23
Gardeners Year 4	2,045.56	2,165.56	2,285.56
Kitchen Hand Year 1	1,921.00	2,041.00	2,161.00
Kitchen Hand Year 2	1,940.51	2,060.51	2,180.51
Kitchen Hand Year 3	1,956.92	2,076.92	2,196.92
Kitchen Hand Year 4	1,974.52	2,094.52	2,214.52

Schedule 1C: (Salaries) Specified Callings

Levels	Current (2021) Rates	2022 Rates	2023 Rates
		Greater of 3% or \$60 per week	Greater of 3% or \$60 per week
	13 June 2021	13 June 2022	13 June 2023
	\$ pa	\$ pa	\$ pa
Level 1			
1 st Year	70,165	73,295	76,425
2 nd Year	73,597	76,727	79,857
3 rd Year	77,405	80,535	83,665
4 th Year	82,164	85,294	88,424
5 th Year	89,542	92,672	95,802
6 th Year	94,345	97,475	100,605
Level 2.1	96,548	99,678	102,808
2.2	99,634	102,764	105,894
2.3	102,845	105,975	109,154
2.4	106,179	109,364	112,645
Level 3.1	111,533	114,879	118,325
3.2	115,176	118,631	122,190
3.3	118,944	122,512	126,187
3.4	122,969	126,658	130,458
Level 4.1	126,885	130,692	134,613
4.2	131,074	135,006	139,056
4.3	135,636	139,705	143,896
Level 5.1	143,046	147,337	151,757
5.2	148,358	152,809	157,393
5.3	154,940	159,588	164,376
Level 6.1	163,164	168,059	173,101
6.2	168,719	173,781	178,994
6.3	175,055	180,307	185,716
Level 7	184,637	190,176	195,881
Level 8	194,220	200,047	206,048
Level 9	203,794	209,908	216,205
Level 10	213,375	219,776	226,369

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

Introduction

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

Please familiarise yourself with this Code and observe its provisions.

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

Personal and Professional Behaviour

How should I serve the Parliament?

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

What is expected of me?

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

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

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

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

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

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

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

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

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

How can we help to ensure a safe working environment?

Employer's Responsibility

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

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

Employee's Responsibility

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

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

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

How am I protected against discrimination and harassment?

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

Can I consume alcohol or use drugs while at work?

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

Can I smoke while at work?

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

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

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

How should I handle intellectual property?

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

What happens if I attend court?

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

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

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

Can I participate in seminars and related activities?

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

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

Can I keep fees for the performance of official duties?

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

Can I accept gifts and favours?

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

How can I prevent patronage or favouritism?

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

How should I handle financial matters?

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

Use and Release of Information

Can I make a public comment?

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

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

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

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

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

How should I handle official information?

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

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

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

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

How should I treat private information?

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

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

Unethical Behaviour

What should I do about unethical behaviour?

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

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

Corruption

What is corruption in the workplace?

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

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

Parliamentary Committees

How should I give information and evidence to Parliamentary Committees?

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

seeking your personal views on Government or Opposition policy;

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

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

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

Conflict of Interest

How can I avoid a conflict of interest?

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

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

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

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

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

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

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

Outside Employment

Can I also work outside the Parliament?

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