



DECISION

Fair Work Act 2009

s.185—Approval of enterprise agreement

Department of the Senate

(AG2010/11298)

DEPARTMENT OF THE SENATE ENTERPRISE AGREEMENT 2010-2012

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 8 JULY 2010

Application for approval of the Department of the Senate Enterprise Agreement 2010-2012.

[1] This decision concerns an application filed by the Department of the Senate (the employer) on 30 June 2010 for approval of the Department of the Senate Enterprise Agreement 2010-2012 (the Agreement) pursuant to section 185 of the *Fair Work Act 2009* (the Act).

[2] I am satisfied that each of the requirements of ss186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Community and Public Sector Union (CPSU), being the bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers this organisation.

[4] A conditional termination of an individual agreement-based transitional instrument (individual agreement) was lodged with the application for approval of the Agreement. In accordance with Schedule 3, Item 18 of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth) that individual agreement will terminate upon commencement of the Agreement.

[5] The Agreement is approved and, in accordance with s.54, will operate from 15 July 2010. The nominal expiry date of the Agreement is 30 June 2012.



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**DEPARTMENT OF THE SENATE
ENTERPRISE AGREEMENT**

2010 — 2012

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ENTERPRISE AGREEMENT 2010 – 2012**

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SECTION 1: INTRODUCTION AND OBJECTIVES

1. Title

- 1.1 This Agreement shall be known as the *Department of the Senate Enterprise Agreement 2010 – 2012*.

2. Principles and objectives

2.1 The key objectives of this Agreement are to:

- (a) deliver services to the Senate, senators and others in an efficient, flexible and effective manner; and
- (b) provide fair, equitable and competitive pay and conditions of employment for existing employees, that are also attractive to prospective employees.

2.2 The following commitments will help achieve these objectives:

- (a) using technology and innovation to improve performance and productivity;
- (b) managing resources effectively to match the work demands of the Senate;
- (c) planning for the future to meet the challenges that lie ahead;
- (d) providing a healthy and safe working environment for employees, and managing the risks and costs associated with accidents and illness;
- (e) matching information systems, furniture and equipment with departmental needs; and
- (f) supporting supervisors in managing their employees and resources to achieve results.

SECTION 2: TECHNICAL AND GENERAL MATTERS

3. Coverage

- 3.1 This Agreement is made as an Enterprise Agreement under Part 2-4 of the *Fair Work Act 2009* and covers:
- (a) the Clerk of the Senate on behalf of the Commonwealth of Australia;
 - (b) employees of the department other than:
 - (i) Senior Executive Service employees; and
 - (ii) employees whose salary is paid by another department or agency.

4. Interpretations/definitions

Agreement	means the <i>Department of the Senate Enterprise Agreement 2010 – 2012</i> .
department	means the Department of the Senate.
employee	means a person who is employed under the <i>Parliamentary Service Act 1999</i> by the department, whether full-time, part-time, ongoing or non-ongoing.
employer	means the Clerk of the Senate (the Clerk) on behalf of the Commonwealth.
FWA	means Fair Work Australia.
HRM	Human Resource Management section.
immediate family	means: <ul style="list-style-type: none">(a) a spouse, partner, child, parent, grandparent, grandchild, or sibling of the employee(b) a child, parent, grandparent, grandchild or sibling of a spouse or partner of the employee(c) a person with whom the employee has a strong affinity <p>a child includes an adopted child, a stepchild, an exnuptial child, an adult child or a child in the care and custody of the employee</p> <p>a spouse includes a former spouse, a de facto spouse and a former de facto spouse</p> <p>a de facto spouse, of an employee, means a person who lives with the employee on a genuine domestic basis (whether married to the employee or not)</p> <p>a partner includes a former partner.</p>

manager	means an employee who has responsibility for overseeing, monitoring, managing, directing or supervising a discrete work group.
NES	means the National Employment Standards as set out in the <i>Fair Work Act 2009</i> .
other documentary evidence	means a statutory declaration, where provision of a medical certificate would otherwise be required.
Parliamentary Service	means the Australian Parliamentary Service established by the <i>Parliamentary Service Act 1999</i> .
program manager	means a Senior Executive Service employee.
Program Manager Group	means the Senior Executive Service employees collectively.
section head	means an employee at the Parliamentary Executive Level 1 or 2 with management responsibilities for a discrete work unit.
sessional employee	means an employee who is primarily employed to undertake duties involved with the sittings of the Senate.
supervisor	means an employee who has responsibility for overseeing, monitoring, managing, directing or supervising another employee.

5. Duration and variation

- 5.1 This Agreement shall commence operation on the date seven days after the date on which it is approved by FWA. The nominal expiry date of the Agreement is 30 June 2012.
- 5.2 During the period starting on the date this Agreement commences operation and ending on the nominal expiry date, no further claims may be pursued in respect of terms and conditions of employment by a person or organisation covered by this Agreement, except where such claims are consistent with the terms of this Agreement.

6. Employment subject to other laws

6.1 It is acknowledged that employment is subject to the provisions of the following Acts (and regulations or instruments made under the Acts), as varied from time to time or replacement legislation, including, but not limited to:

- (a) *Fair Work Act 2009*;
- (b) *Long Service Leave (Commonwealth Employees) Act 1976*;
- (c) *Maternity Leave (Commonwealth Employees) Act 1973*;
- (d) *Superannuation Act 1976*;
- (e) *Superannuation Act 1990*;
- (f) *Superannuation Act 2005*;
- (g) *Superannuation (Productivity Benefit) Act 1988*;
- (h) *Superannuation Guarantee (Administration) Act 1992*;
- (i) *Safety, Rehabilitation and Compensation Act 1988*;
- (j) *Occupational Health and Safety Act 1991*;
- (k) *Veterans' Entitlement Act 1986*;
- (l) *Age Discrimination Act 2004*;
- (m) *Defence Reserve Service (Protection) Act 2001*;
- (n) *Australian Human Rights Commission Act 1986*; and
- (o) *Parliamentary Service Act 1999*.

7. Further agreements

7.1 The Clerk and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement is genuinely agreed to by the Clerk and employee.

7.2 The Clerk must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

7.3 The Clerk must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Clerk and employee; and
- (c) is signed by the Clerk and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

7.4 The Clerk must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.5 The Clerk or employee may terminate the individual flexibility arrangement at any time:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Clerk and employee agree in writing.

8. Appeals against termination of employment

8.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those under:

- (a) Part 3-1 and 3-2 of the *Fair Work Act 2009*;
- (b) other Commonwealth laws (including the Constitution); and
- (c) common law.

8.2 Termination of, or a decision to terminate, employment cannot be reviewed under the procedures contained in this Agreement for preventing and settling disputes arising from this Agreement.

8.3 Nothing in this Agreement prevents the Clerk from terminating the employment of an employee for a breach of the Code of Conduct, without further notice or payment in lieu, in accordance with the *Fair Work Act 2009*, subject to compliance with the procedures established by the Clerk for determining whether an employee has breached the Code of Conduct under section 13 of the *Parliamentary Service Act 1999*.

9. Procedures for preventing and settling disputes arising from this Agreement

9.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the NES;

this clause sets out procedures to settle the dispute.

9.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

9.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

9.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWA.

9.5 FWA may deal with the dispute in two stages:

- (a) FWA will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if FWA is unable to resolve the dispute at the first stage, FWA may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If FWA arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009. A decision that FWA makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Fair Work Act 2009. Therefore, an appeal may be made against the decision.

9.6 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the Clerk to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

9.7 The parties to the dispute agree to be bound by a decision made by FWA in accordance with this clause.

10. Delegation

10.1 The Clerk may, in writing, delegate to, or authorise a person to exercise, any of the Clerk's powers or functions under this Agreement. A power which is exercised by a program manager, manager, section head or supervisor under the Agreement may be exercised and delegated by the Clerk.

10.2 A program manager may, in writing, authorise a person to exercise any of the program manager's powers or functions under this Agreement.

11. Formal acceptance of the Agreement

11.1 This Agreement is made under section 172 of the *Fair Work Act 2009*. Accordingly, it is an agreement between the employer and the employees who are covered by this Agreement.

Employer

Signed: *Rosemary Laing* 28.6.10
 Name: Dr Rosemary Laing Date
 Clerk of the Senate

Bargaining representatives

Signed for and on behalf of employees covered by this Agreement by their bargaining representatives:

Signed	<u><i>Brett Wallace</i></u>	<u><i>David Todd</i></u>	_____
Name	Brett Wallace	David Todd	
Date	24/6/10	24/6/10	

Signed	<u><i>Dijana Semnara</i></u>	<u><i>Margaret Murphy</i></u>	_____
Name	DIJANA SEMNARA	MARGARET MURPHY	
Date	25/6/10	25/6/10	

Signed	<u><i>Nick Tate</i></u>	<u><i>Jenny Sawkins</i></u>	_____
Name	NICK TATE	JENNY SAWKINS	
Date	25/6/10	25.6.10	

Signed	<u><i>Annemieke Jongma</i></u>	<u><i>Dr. Naomi Krub</i></u>	_____
Name	ANNEMIEKE JONGMA	NAOMIE KRUB	
Date	25/6/10	25/6/10	

Signed	<u><i>Anne Hazlias</i></u>	<u><i>Sarah Bannerman</i></u>	_____
Name	Anne Hazlias	Sarah Bannerman	
Date	24/06/10	25 June 2010	

Signed	<u><i>Trish Carling</i></u>	<u><i>Matt Keele</i></u>	_____
Name	Trish Carling	Matt Keele	
Date	24/6/10		

Signed	<u><i>Sve Blunden</i></u>	<u><i>Angie Liley</i></u>	_____
Name	SVE BLUNDEN	ANGIE LILEY	
Date	25-6-10	28.6.10	

SECTION 3: EXECUTIVE LEADERSHIP AND DEVELOPMENT

12. Parliamentary Executive level employees

- 12.1 The department recognises its Parliamentary Executive level employees as a key group in the effective, efficient and timely delivery of high quality services to senators and others.
- 12.2 Under this Agreement, Parliamentary Executive level employees commit to:
- (a) perform individually to a high level as leaders, managers, mentors and role models;
 - (b) demonstrate and promote high standards and values;
 - (c) work in partnership with each other, and their staff, to achieve the goals of this Agreement;
 - (d) lead an ongoing review of work practices and service provision to achieve continuing improvements in the quality and efficient delivery of those services; and
 - (e) rotate to other positions in accordance with clause 19.2, and promote mobility to other employees, as a means to achieving improved co-operation, capacity and understanding across work teams and the department.

13. Senate Management Advisory Group

- 13.1 A Senate Management Advisory Group (SMAG), consisting of all Parliamentary Executive Level 2 employees (including those on temporary assignment for a continuous period of three months or more), will contribute collectively to the management and leadership of the department by:
- (a) recognising the strategic nature of their roles, individually and collectively, as senior managers and leaders within the department;
 - (b) providing informed, creative, constructive and practical advice to the Program Manager Group on departmental and management issues, on request or at the initiative of the group;
 - (c) committing, individually and collectively, to high personal standards of performance, communication and co-operation in order to attain departmental, office, section and individual goals; and
 - (d) meeting their responsibilities, as outlined in clause 16.2 of this Agreement, for ensuring the Performance Communication Scheme is being implemented consistently and appropriately.
- 13.2 Terms of reference and administrative arrangements for SMAG will be agreed upon from time to time by Parliamentary Executive Level 2 employees and the Program Manager Group. Arrangements will include:
- (a) the requirement for all members of SMAG to attend and participate at meetings and collective training (unless otherwise agreed by the program manager);
 - (b) SMAG convening at least four times per year to formulate and provide advice to program managers on departmental and management issues; and
 - (c) participating collectively in appropriate training at least twice a year. Generally, one session should be focused on increasing their

knowledge of the parliamentary environment, and the other session should aim to improve their corporate/people management knowledge or skills.

SECTION 4: PEOPLE AND PERFORMANCE MANAGEMENT

This section of the Agreement details the department's people and performance management principles and practices.

14. Recruitment

- 14.1 In accordance with legislative and departmental policy requirements, managers will utilise the most suitable employment option available to meet their staffing requirements, having regard for effective resource management, organisational requirements and priorities, and the career management and development needs of existing employees.
- 14.2 Excess departmental employees who are applicants for an advertised vacancy will have their suitability for the position assessed in isolation from, and not in competition with, other applicants for the vacancy. This applies only to vacancies at the excess employee's substantive level or below.

15. Induction, orientation and probation

- 15.1 It is crucial that new employees are made aware of the department's mission, structure and operations, their rights and responsibilities and their role in the organisation. Timely induction and orientation of new employees will be given a high priority.
- 15.2 Employees who are engaged from outside the Australian Parliamentary or Public Services will be required to undergo probation in accordance with the relevant departmental guidelines. Managers and supervisors are required to apply the guidelines in relation to probationary employees.

16. Performance Communication Scheme

- 16.1 The Performance Communication Scheme (the Scheme) provides the framework for managing two-way communication and feedback between supervisors and employees on work performance. The Scheme will provide the following benefits:
- (a) regular, structured, two-way communication and feedback between supervisors and employees;
 - (b) a clear understanding of performance expectations and goals, and how each employee contributes to the achievement of the department's corporate plan;
 - (c) a means for encouraging ongoing improvement and development, which in turn will lead to an improvement in the quality of departmental services; and
 - (d) a fair and objective basis for recognising and rewarding effective performance.

- 16.2 All managers must ensure that the Scheme is operating in their section or committee secretariat, in accordance with the relevant departmental guidelines, and in particular, that:
- (a) a realistic, fair and specific performance agreement is set for each employee;
 - (b) work performance is monitored and regular feedback is provided;
 - (c) the achievement of work objectives and the implementation of the performance improvement and development goals are encouraged and facilitated; and
 - (d) performance agreements are being met, and are being assessed fairly and frankly by supervisors.
- 16.3 In accordance with the Scheme's guidelines, the following elements apply:
- (a) on an annual basis, a performance agreement will be established for each employee in May, and will be reviewed in November;
 - (b) a performance agreement will be established within one month for employees commencing or returning to the department. Where non-ongoing employment or temporary assignment extends beyond three months, the same requirements apply;
 - (c) supervisors will provide regular feedback to employees on their individual work performance and to work teams on their performance in meeting the section's or committee secretariat's work objectives;
 - (d) written assessment of individual performance will be provided in October and April each year, along with the provision of written feedback to the supervisor by each team member and/or jointly with other team members; and
 - (e) the overall performance standards for the Scheme will be "effective or better", "requires development" and "unsatisfactory".

17. Managing under-performance

- 17.1 While the Scheme operates on a cycle of performance review, a review of work performance may be initiated at any time by the relevant supervisor, in accordance with the relevant departmental guidelines.
- 17.2 The following provisions apply to all employees whose overall performance is assessed as "requires development" or "unsatisfactory", with the exception of those employees who are undergoing a period of probation.

Performance that requires development

- 17.3 An assessment that an employee's overall work performance "requires development" will necessitate the supervisor to monitor closely the employee's performance over the ensuing two month period (one month in the case of non-ongoing employees) and to implement development strategies to enable the employee to reach "effective or better" work performance by the end of the monitoring period.
- 17.4 Where an ongoing employee's overall performance has not reached "effective or better" at the end of the two month period, the unsatisfactory performance provisions outlined below will apply.

- 17.5 Where a non-ongoing employee's overall performance does not reach "effective or better" at the end of the one month monitoring period, it may result in the termination of employment.

Unsatisfactory performance

- 17.6 Where an ongoing employee receives an overall assessment of "unsatisfactory" performance, the program manager will:
- (a) advise the employee in writing immediately that his or her performance has been found unsatisfactory and state why; and
 - (b) initiate a review of the employee's performance over a two month period in accordance with the relevant departmental guidelines.
- 17.7 If, at the end of the two month period, the employee's overall performance is again assessed as "unsatisfactory", the Clerk will issue a notice of intention to:
- (a) extend the review period by a further period of up to two months; or
 - (b) reduce the employee's classification level; or
 - (c) move the employee; or
 - (d) terminate the employee's employment.
- 17.8 The employee will have seven days from the date of the notice given by the Clerk to show cause, in writing, why this action should not be taken.
- 17.9 At the end of the seven days, the Clerk, having considered any representation submitted by the employee, may implement the action. In the event that the review period is extended, at the completion of the review clause 17.7 again comes into effect.
- 17.10 Non-ongoing employees whose overall performance is assessed as "unsatisfactory" at any stage during their employment period may have their contract of employment terminated.

18. Learning and development

- 18.1 All employees are encouraged and expected to take personal responsibility for developing and enhancing their skills and knowledge, and improving their individual performance to meet the current and future skill requirements of the department and the Parliamentary Service. This approach will assist to improve the quality of departmental services, to maintain a highly skilled, flexible and mobile workforce, and to enhance career prospects of employees.
- 18.2 To encourage a culture of ongoing learning and professional development, employees will participate in the learning and development goals set out in the Scheme.
- 18.3 Employees will have a target of three days per financial year for work-related learning activities. These activities will be managed having regard for the effectiveness of individual and team learning within available training budgets, while maintaining operational effectiveness. Where practicable,

employees who have completed such activities should endeavour to communicate the learning to relevant colleagues and/or their supervisor.

- 18.4 The department encourages its employees to undertake formal study in fields which link to the achievement of its corporate goals. The department may provide employees with access to relevant external study through its Studybank Scheme, which may include financial assistance to employees who successfully complete units (or equivalent) of study.
- 18.5 In accordance with the department's Studybank Scheme, the Clerk may approve the grant of assistance to an employee to a maximum of:
- (a) 40 hours paid leave per university unit (or equivalent) per semester (up to a maximum of 80 hours per semester or six month period), to attend classes, undertake examinations or for other agreed study purposes, which, with the agreement of the supervisor, can be accumulated over the semester and taken as a block of time; and
 - (b) \$1,000 per unit, or equivalent, for reimbursement of course fees and/or related costs.
- 18.6 Applications for leave without pay to study will be considered under the relevant departmental guidelines.

19. Rotation and mobility

- 19.1 An important element of being able to provide high quality services and outcomes is to establish and maintain a cooperative and flexible workforce with highly motivated, versatile managers, employees and work teams. To facilitate this, the Clerk may from time to time assign duties to an employee within his or her current classification.
- 19.2 Parliamentary Executive level employees must be highly skilled, knowledgeable and flexible, and, as far as possible, have broad exposure to the various work areas across the department. To achieve this, these employees will rotate to other appropriate positions from time to time, as considered by the Program Manager Group. Prior to any decision being made, the employee will be consulted by the relevant program manager regarding the proposed rotation.
- 19.3 Employees at the Australian Parliamentary Service Level 6 and below will be encouraged to broaden their skills and knowledge by rotating to different positions in the department from time to time. Parliamentary Executive Level 2 managers will ensure that discussions about mobility options are held with employees in their work areas, when appropriate and prior to any decision to rotate employees.
- 19.4 A program manager may temporarily move any employee to another position at a commensurate level for periods up to three months, or for longer periods as agreed by the employee and program manager. These moves may be for reasons such as facilitating completion of urgent tasks or assisting with heavy workloads in other areas of the department, relieving other employees under particular pressure, or reducing the need for non-ongoing employees. The program manager will consult with the

employee prior to the move and consider the impact of the move on the employee.

- 19.5 In recognition of the value to be gained by the department as a whole by employees expanding their knowledge of other work areas, an associated field of work, or parliamentary knowledge, the department will sponsor an in-house scholarship and understudy program. Nominations will be called for both programs and all employees are eligible to apply.
- 19.6 Under the in-house scholarship program, employees can nominate to undertake a particular project or research that is relevant to the department or parliament. The scholarship must be undertaken at appropriate times, such as non-sitting or quieter periods and the employee can work on the project during working hours. The project or research would lead to the preparation of a paper which could be published and/or presented at an in-house seminar.
- 19.7 The understudy program will enable employees to gain practical experience in a particular job within the department, while keeping both the "trainee" and "trainer" on-line. The understudy program may entail a short-term, single-task secondment to the relevant area to understudy the incumbent of the position.
- 19.8 The department may provide up to \$35,000 to fund the costs associated with the programs. Decisions on access and associated funding will be taken by the Program Manager Group.

20. Consultation with employees

Change management

- 20.1 The department is committed to communicating and consulting with employees on workplace issues. The requirements outlined in clauses 20.2 to 20.4 will operate in addition to the consultation procedures set out in clauses 20.5 to 20.14.
- 20.2 The corporate and work planning processes will provide an opportunity for employees to develop an understanding about corporate directions and how they translate to work groups and individuals. As well, it is expected that managers will facilitate and participate in office and section meetings which are vehicles for ongoing co-ordination and discussion, and enable comments and suggestions from employees about workplace matters.
- 20.3 Employees will be consulted on planning and change issues. Compulsory retrenchment will be avoided wherever possible. Managers will minimise the impact of changes on their employees, not by avoiding the changes but by supporting the affected employees before, during and after the changes.
- 20.4 The department and employees agree to discuss workplace issues in a spirit of co-operation and trust and the department will ensure that employees not only receive information on workplace issues that affect them, but also have an opportunity to contribute their views on those issues.

Consultation

- 20.5 Clauses 20.5 to 20.14 will apply if:
- (a) the Clerk has made a definite decision to introduce a major change to programs, organisation, structure, or technology in the department; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
- 20.6 The Clerk must notify the relevant employees of the decision to introduce the major change.
- 20.7 The relevant employees may appoint a representative for the purposes of the procedures in these clauses.
- 20.8 If:
- (a) relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the Clerk of the identity of the representative;
- the Clerk must recognise the representative.
- 20.9 As soon as practicable after making the decision, the Clerk must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Clerk is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 20.10 However, the Clerk is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 20.11 The Clerk must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 20.12 If a clause in this agreement provides for a major change to programs, organisation, structure or technology in the department, the requirements set out in clauses 20.6, 20.7 and 20.9 are taken not to apply.
- 20.13 In this clause a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

20.14 In clauses 20.5 to 20.13 relevant employees means the employees who may be affected by the major change.

Workplace Consultative Committee

20.15 The department will maintain a Workplace Consultative Committee, chaired by a program manager, and comprising one other senior manager if nominated by the Program Manager Group, employee representatives nominated or elected by employees and a representative from each union covered by this Agreement.

20.16 Members of the Workplace Consultative Committee will review the terms of reference for the Committee from time to time.

20.17 The Workplace Consultative Committee will monitor the implementation and effectiveness of this Agreement. The Committee may at any time make recommendations to the Program Manager Group regarding workplace issues not explicitly dealt with in this Agreement.

20.18 The Workplace Consultative Committee may establish sub-committees to deal with major issues. A sub-committee will report back to the Workplace Consultative Committee on its activities.

20.19 Access to appropriate facilities (including communication systems, office equipment and notice boards) will be available to members of the Workplace Consultative Committee and members of sub-committees established by the Committee.

21. Occupational health and safety

21.1 The department and its employees agree to work in co-operation to meet their legislative and policy responsibilities in relation to occupational health and safety.

21.2 All employees will take an active role in preventing workplace injury. It is the responsibility of all managers and supervisors and, in particular, Parliamentary Executive level employees, to plan for and manage peak workloads and provide suitable training and assistance to employees to undertake their work.

21.3 To assist in preventing serious workplace injury and illness the following provisions will apply:

- (a) payment of the cost of annual attendance at an approved first aid course; and

- (b) reimbursement of medical treatments up to the value of \$400 within a 12 month period for reported incidents of work-related injuries. On each occasion, the practitioner must attest that the treatment was given in response to a work-related injury. This option does not remove or restrict the employee's future entitlement to claim workers' compensation.
- 21.4 Attendance at any of the above activities and appointments will be in the employee's own time and travel costs will be the employee's responsibility.
- 21.5 Under the *Safety, Rehabilitation and Compensation Act 1988*, the department has ongoing responsibility to manage workers' compensation claims and provide rehabilitation and return to work programs for injured employees. Supervisors and colleagues of injured employees will co-operate with case managers to provide the necessary work environment and duties to enable employees to achieve the objectives set down in their rehabilitation plan.

Fit-for-Work Scheme

- 21.6 The department recognises that employees who are fit and healthy are likely to be more productive in the workplace. Employees are therefore encouraged to participate, in their own time, in activities that promote good health.
- 21.7 To assist employees in undertaking health and fitness activities, and offset the costs associated with an influenza vaccination and the need for corrective lenses for use with screen-based equipment, employees will be paid an annual Fit-for-Work subsidy of \$550.
- 21.8 The taxable subsidy will be paid in August each year.
- 21.9 Ongoing employees who commence part way through the year will receive a pro rata payment on commencement.
- 21.10 Non-ongoing employees who are employed as at 1 August 2010 will receive a pro rata payment based on the remaining period of their employment contract.
- 21.11 Non-ongoing employees who commence employment after 1 August 2010 will receive a pro rata payment of the subsidy (based on the length of their employment contract) at the commencement of each employment contract, including extensions, up to a maximum of the subsidy.
- 21.12 Pro rata payments will be calculated on whole months of service.

- 25.4 The Clerk may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary retrenchment, where the retrenchment of those employees would permit the redeployment of the employees who are potentially excess.
- 25.5 The Clerk will immediately advise, in writing, those employees who are excess to the department's requirements:
- (a) after the discussions in clause 25.3 have been held; or
 - (b) where the employee has been given reasonable opportunity and has declined to discuss the matter, one month after the Clerk had advised the employee under clause 25.3.

Invitation to accept an offer of voluntary retrenchment

- 25.6 The Clerk may make one offer of voluntary retrenchment to an excess employee. Where the Clerk invites an excess employee to accept voluntary retrenchment, the employee will have one month in which to accept or decline the offer.
- 25.7 To enable an employee to make an informed decision on whether to accept or decline an offer of voluntary retrenchment, the employee must be given timely information on the:
- (a) amount of severance pay, pay in lieu of notice, and payment for unused leave credits;
 - (b) amount of accumulated superannuation contributions;
 - (c) options open to the employee concerning superannuation;
 - (d) taxation rules applying to the various payments; and
 - (e) availability of financial assistance up to a maximum of \$400 for financial advice.
- 25.8 If the employee does not respond to the offer within one month it will be taken to mean that the offer has been declined, and the redeployment process and retention period will continue.
- 25.9 Where the offer is accepted, the Clerk will not give notice of termination before the end of that period without the agreement of the employee.

Notice of termination of employment

- 25.10 Where the excess employee agrees to be voluntarily retrenched, the Clerk may approve the termination of the employee's employment in accordance with section 29 of the *Parliamentary Service Act 1999*.
- 25.11 The period of notice of retrenchment will be:
- (a) five weeks for an employee over 45 years of age with at least five years of continuous service; or
 - (b) four weeks for all other employees.
- 25.12 The Clerk can direct, or the employee may request, an earlier retrenchment date within the period of notice.

- 25.13 Where an employee is retrenched before the expiration of the notice period, payment in lieu of salary for the unexpired period of notice will be made.

Severance benefit on voluntary retrenchment

- 25.14 An excess employee whose employment is terminated under the *Parliamentary Service Act 1999* is entitled to be paid a sum equal to two weeks salary for each completed year of service, plus a pro rata payment for completed months of service since the last completed year of service unless:
- (a) the employee has completed more than two years of service but less than three years of service – in which case the employee is entitled to be paid a sum equal to six weeks salary; or
 - (b) the employee has completed more than three years of service but less than four years of service – in which case the employee is entitled to be paid a sum equal to seven weeks salary.
- 25.15 The minimum sum payable will be four weeks salary and the maximum will be 48 weeks salary.
- 25.16 The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service.
- 25.17 Where an excess employee's employment is terminated under the *Parliamentary Service Act 1999* but the severance benefit payable under the above clauses is not treated as payment in respect of bona fide redundancy for the purposes of the *Income Tax Assessment Act 1936*, the benefit payable will be increased to the extent necessary to ensure that the net benefit payable, after tax, is equal to the benefit that would be payable had the termination been treated as a bona fide redundancy for tax purposes.
- 25.18 Subject to clauses 25.19 to 25.21, service for severance pay purposes means:
- (a) service in the department;
 - (b) Government service as defined in section 10 of the *Long Service Leave Act 1976*;
 - (c) service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) which is recognised for long service leave purposes;
 - (d) service with the Australian Defence Forces;
 - (e) service in the Australian Public Service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; and
 - (f) service in another organisation where:
 - an employee was transferred from the Australian Parliamentary Service or the Australian Public Service to that organisation with a transfer of function; or

- an employee engaged by that organisation on work within a function is engaged as a result of the transfer of that function to the Australian Parliamentary Service or the Australian Public Service and such service is recognised for long service leave purposes.

25.19 For earlier periods of service to count there must be no breaks between the periods of service, except where:

- (a) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- (b) the earlier period of service was with the Australian Public Service and ceased because the employee was deemed to have resigned from the Australian Public Service on marriage under the repealed section 49 of the *Public Service Act 1922*.

25.20 Any period of service which ceased:

- (a) through termination on the following grounds, or on a ground equivalent to any of the following grounds:
 - the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - non-performance, or unsatisfactory performance, of duties;
 - inability to perform duties because of physical or mental incapacity;
 - failure to satisfactorily complete an entry level training course;
 - failure to meet a condition imposed under subsection 22(6) of the *Parliamentary Service Act 1999*; or
 - a breach of the Code of Conduct; or
 - (b) on a ground equivalent to a ground listed above under the repealed *Public Service Act 1922*; or
 - (c) through voluntary retirement at or above the minimum retiring age applicable to the employee; or
 - (d) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit,
- will not count as service for severance pay purposes.

25.21 Absences from duty which do not count as service for long service leave purposes will not count as service for severance pay purposes.

Rate of payment – severance benefit

25.22 For the purpose of calculating any payment under clause 25.14, salary will include:

- (a) the employee's salary at their substantive classification level; or
- (b) the salary of the higher classification level, where the employee has been assigned to the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice that their employment is to be terminated;
- (c) a weekly average of shift penalties where an employee has undertaken shift work and has received shift penalties for 50% or more of the pay periods in the 12 months preceding the notice of retirement; and

- (d) allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

Retention periods and redeployment action

- 25.23 Unless the excess employee agrees, his or her employment will not be terminated until the following retention periods have elapsed:
- (a) 13 months (less the redundancy pay period determined in accordance with subsection 119(2) of the *Fair Work Act 2009*) where an employee has 20 or more years of service or is over 45 years of age; or
 - (b) seven months (less the redundancy pay period determined in accordance with subsection 119(2) of the *Fair Work Act 2009*) for other employees.

Note: The retention period has been reduced to reflect that, under the NES, an employee is entitled to redundancy pay in respect of the redundancy pay period.

- 25.24 The retention period will commence on the date the employee is advised in writing by the Clerk that he or she is an excess employee.
- 25.25 During the retention period the Clerk:
- (a) will continue to take reasonable steps to find alternative employment for the excess employee;
 - (b) will consider excess employees who are applicants in isolation from, and not in competition with, other applicants for employment opportunities at the employee's substantive classification level or below;
 - (c) may refer the employee to any redeployment services;
 - (d) provide reasonable paid leave, and pay reasonable travel and incidental expenses incurred, in seeking alternative employment and attending interviews where these costs are not met by the prospective employer; and
 - (e) after taking the above steps, may, if the employee has not been found alternative employment, reduce the excess employee's classification level as a means of securing alternative ongoing employment for the excess employee. Where this occurs before the end of an employee's retention period, four weeks notice must be given, and the employee will continue to be paid at his or her previous level for the balance of the retention period. His or her previous level will include the salary of the higher position where the employee has been performing work at a higher level for a continuous period of at least 12 months immediately preceding the date on which he or she was reduced in salary level, provided the employee would have continued to act but for the excess employee situation. The previous level will also include allowances or loadings in the nature of salary which are paid during periods of leave and on a regular basis.

- 25.26 During the retention period the employee:
- (a) will take reasonable steps to find alternative employment; and
 - (b) will actively participate in learning and development activities, trial placements or other reasonable arrangements to assist in obtaining an alternative placement.

Involuntary retrenchment

- 25.27 Where an excess employee has been receiving redeployment assistance for two months and:
- (a) there is no reasonable prospect of redeployment;
 - (b) the Clerk is satisfied that there is insufficient productive work available for the employee within the department during the remainder of their retention period
- the Clerk may, with the agreement of the employee, terminate the employment of the employee.
- 25.28 Where, with the agreement of the employee, the Clerk terminates the employment of the excess employee, the employee will be paid:
- (a) the balance of the retention period (as shortened for the NES under clause 25.23 above), as a lump sum and this payment will be taken to include the payment in lieu of notice of retirement; and
 - (b) an additional redundancy payment equal to the amount the retention period was shortened by under clause 25.23 above (i.e. the NES component).
- 25.29 The Clerk may terminate the employment of an excess employee at the end of the retention period.
- 25.30 An excess employee will not be retrenched involuntarily if the employee has not been invited to accept an offer of voluntary retrenchment.
- 25.31 An excess employee will be given the following notice, or payment in lieu of notice, where it is proposed that they be retrenched involuntarily:
- (a) five weeks for an employee over 45 years of age with at least two years of continuous service); or
 - (b) four weeks for all other employees.

SECTION 5: REMUNERATION AND ALLOWANCES

The department is committed to providing pay and conditions that enable it to attract, motivate, reward and retain its high performing and valued employees.

Over the life of this Agreement employees will be rewarded with salary increases if they demonstrate "effective or better" individual work performance and in recognition of the productivity improvements to be gained from achieving the departmental objectives outlined in clause 2.

26. Rates of pay

26.1 The rates of pay applicable to each approved classification level in the department over the life of this Agreement are set out in Appendix 1.

Rate of pay – casual Parliamentary Educators

26.2 Employees engaged on a casual basis to work as Parliamentary Educators in the Parliamentary Education Office shall be paid at the second salary point in the range applicable to the Australian Parliamentary Service Level 6 classification.

26.3 The salary advancement provisions, as outlined in clause 28 do not apply to casual Parliamentary Educators.

Payment of loading – sessional or casual employees

26.4 Sessional or casual employees (including casual Parliamentary Educators) will be paid a loading equal to 20% of their salary in lieu of public holidays and all paid leave entitlements, except long service leave. This loading shall be paid for all duty performed, excluding overtime.

Salary on commencement or promotion

26.5 Subject to clause 26.6, where an employee is engaged, or is promoted, the salary payable will be at the minimum point of the applicable salary range that is in effect at the date of commencement or promotion (see Appendix 1).

26.6 In accordance with relevant departmental guidelines, the Clerk, having regard to the experience, qualifications and skills of the employee, may authorise payment of salary above the minimum point in the applicable salary range.

26.7 Where an ongoing Australian Parliamentary Service or Australian Public Service employee moves to the department from another department or agency (on an ongoing or temporary basis) and the employee, prior to the move, is on a salary point which does not translate to the department's

salary structure, the Clerk may, having regard to the relevant department's guidelines, authorise payment at:

- (a) the next highest salary point within the classification level; or
- (b) a point higher than the maximum salary point within the classification level.

26.8 Where the Clerk authorises payment at a point higher than the maximum salary point, the employee will remain on the authorised salary point until such time as salary increases in the department overtake that salary point. Once this occurs, the employee will, subject to an "effective or better" performance assessment, be paid the next highest salary point in the applicable classification level.

26.9 Where, at the time of engagement, an employee's salary is set at an incorrect salary point, the Clerk may authorise the payment of the employee's salary at the correct salary point from the date at which the correct salary should have been paid.

Supplementary salary

26.10 The Clerk may, in recognition of particular skills, capabilities or additional responsibilities, or to meet special workplace circumstances, or operational requirements, approve payment of additional salary to an employee over and above the rates set out in Appendix 1.

Salary on temporary assignment to higher level

26.11 The Clerk may temporarily assign an employee duties at a higher classification level. Generally, the first two weeks of any temporary assignment will not be paid at the higher level. However, where the employee has completed a temporary assignment in the same or similar position within the previous 12 months, and that period was for two weeks or more, payment will be made at the higher level for the full period of the new temporary assignment providing the period is for one week or more.

26.12 The Clerk may approve payment of a salary above the minimum point in the salary range for the higher classification level for the period of the temporary assignment if the employee has satisfactorily performed significant periods of duty at the higher level within the previous two years.

26.13 An employee who is required to temporarily perform work at the Senior Executive Service Band 1, will be paid an annual salary as determined by the Clerk. In determining the salary, the Clerk will consider the skills, knowledge and experience of the employee and the work value of the duties to be performed. Other conditions of service applicable to the employee temporarily performing work at the Senior Executive Service level will be determined by the Clerk on a case by case basis. The minimum conditions to apply will be those contained in this Agreement.

26.14 The Clerk may, at any time, vary the period of, or rescind, an employee's temporary assignment to duties at a higher classification level.

Salary on reduction

- 26.15 Where the Clerk allocates a lower classification level to an employee on an ongoing basis, the Clerk will determine the salary point to be paid, having regard to the experience, qualifications and skills of the employee and the circumstances under which the decision was made.
- 26.16 Where an employee elects, in writing, to be temporarily assigned duties at a lower classification level, the Clerk will determine the salary point that the employee shall be paid whilst working at the lower level, having regard to the experience, qualifications and skills of the employee and the circumstances under which the election was made.

Payment of salary

- 26.17 Employees will have their fortnightly salary paid by electronic funds transfer into a financial institution account of their choice.
- 26.18 The fortnightly salary will be ascertained by applying the following formula:

$$\text{Fortnightly Salary} = \frac{\text{Annual Salary} \times 12}{313}$$

Flexible salary packaging

- 26.19 Employees may elect to sacrifice salary for other benefits in accordance with the relevant departmental policy.
- 26.20 All costs, including any fringe benefits tax and administrative costs, incurred as a result of the salary packaging arrangement will be met by the employee.
- 26.21 Where employees take up the option of salary packaging on a "salary sacrifice" basis, their salary for purposes of superannuation, severance and termination payments will be determined as if the salary sacrifice arrangement had not been in place.

Apprentices

- 26.22 Where an employee is apprenticed in employment under a formal training arrangement the rate of pay will be a percentage of the minimum of the Australian Parliamentary Service Level 2 (within the Australian Parliamentary Service Level 1/2 broadband classification) pay scale as follows:

	Apprentice	Adult apprentice* or apprentice with partner or dependants
1st year of service	50%	70%
2nd year of service	60%	80%
3rd year of service	70%	90%
4th year of service	80%	100%

* An adult apprentice is an employee who is 21 years of age or more.

Supported wage for employees with a disability

26.23 Supported wage rates as set out in Appendix 2 shall apply to an employee with a disability who is eligible for consideration under the Supported Wage System.

27. Salary increases

27.1 In recognition of the commitment to achieving the productivity improvements outlined in clause 2, and subject to the employee receiving an overall performance assessment of "effective or better" at the end of the annual Performance Communication Scheme cycle (cycle ends 30 April), the employee will receive a salary increase as follows:

May 2011 - 3%

May 2012 - 3%

27.2 The salary increases outlined above will apply from the commencement of the first full pay period in May each year.

27.3 Where an employee, who has been absent for the entire previous 12 month performance assessment cycle, recommences duty, and there are no performance related issues unresolved from the period prior to that absence (e.g. because the requirements of the Scheme have not been completed), the employee will, on recommencement, be paid a rate of salary in accordance with the salary scale in effect at the time of their recommencement.

27.4 Where, in the opinion of the relevant program manager, there are performance related issues unresolved from the period prior to that absence, unless otherwise determined by the Clerk, these must be resolved in accordance with the requirements of this Agreement, before any adjustment is made to his or her salary.

Salary increase where the overall performance is assessed as requires development or unsatisfactory

27.5 An employee will not be entitled to receive a salary increase under clause 27.1 until he or she receives an overall performance assessment of "effective or better". The salary increase will be effective from the commencement of the first full pay period following the assessment of "effective or better".

28. Salary advancement within classification levels

Salary advancement - general

28.1 Employees will advance one salary point in their substantive classification level, effective from the commencement of the first full pay period in May each year, in the following circumstances:

- (a) an overall performance assessment of "effective or better" is received at the end of the Scheme cycle (cycle ends 30 April); and
- (b) the employee has completed a minimum of six months duty (including periods of paid leave) at that level in the 12 months ending 30 April.

- 28.2 An employee who receives an overall performance assessment of “requires development” or “unsatisfactory” will not be entitled to receive a salary advancement until he or she receives a performance assessment of “effective or better”. The salary advancement will be effective from the commencement of the first full pay period following the assessment of “effective or better”.

Salary advancement – sessional employees

- 28.3 Sessional employees will advance one salary point in their allocated classification level, effective from the commencement of the first full pay period in May each year, in the following circumstances:
- (a) an overall performance assessment of “effective or better” is received at the end of the Scheme cycle (cycle ends 30 April); and
 - (b) the employee has been on duty for at least the number of days equivalent to 80% of the number of sitting days of the Senate in the previous 12 months ending 30 April.

Salary advancement for employees performing temporary assignment at a higher level

- 28.4 Subject to the requirements outlined in clause 28.1, employees who, at the time of assessment, are on temporary assignment at a higher classification level will be eligible to advance one salary point at the higher classification level for the remainder of the period on temporary assignment.

Salary advancement – apprentices

- 28.5 Where an employee who has been apprenticed under clause 26.22 completes that apprenticeship, the Clerk may engage the person without further action if a vacancy occurs and the apprentice has been determined as having satisfactory performance and meeting the selection criteria for that vacancy. An employee engaged in this way shall commence at the second point of the Australian Parliamentary Service Level 1/2 (upper band) salary scale.
- 28.6 Where an apprentice gains their trade certificate before the normal completion period and a vacancy does not exist or occur, the department will continue the employment of that apprentice until the date that the apprenticeship would have otherwise ended. In this case, payment to the apprentice on attaining qualifications will be at the second point of the Australian Parliamentary Service Level 1/2 (upper band) salary scale.

Movement above the APS Level 1/2 work value barrier

- 28.7 The Clerk may at any time approve movement above the work value barrier in the Australian Parliamentary Service Level 1/2 broadband classification if the duties of the position are commensurate with the Australian Parliamentary Service Level 2 classification and the program manager attests that the employee is assessed as “effective or better”, and competent to perform the duties at the upper band level.

29. Superannuation choice

- 29.1 Eligible employees may exercise superannuation choice in accordance with the relevant Commonwealth legislation. The department's preference is to deal with superannuation funds that allow employee and/or employer contributions to be paid through electronic funds transfer.
- 29.2 Where an employee chooses a superannuation fund other than the department's nominated default fund, the Public Sector Superannuation Accumulation Plan, the department will make an employer contribution equal to the contribution payable to the default fund.

30. Allowances

First aid allowance

- 30.1 Where an employee possesses a current first aid certificate and the employee has been designated as a first aid officer, the employee will be paid an allowance of \$22.01 per fortnight.

Footwear allowance

- 30.2 Where an employee is required to wear particular footwear, either for safety reasons or as part of a uniform, he or she shall be entitled to a footwear allowance (including for socks and stockings) of \$258.34 per annum. The allowance shall be paid on commencement and then on each anniversary of commencement.

House Sitting Allowance, Committee Allowance, and Special Additional Leave

- 30.3 The Clerk may authorise the payment of a House Sitting Allowance (HSA), a Committee Allowance (CA) or, as an alternative, the grant of Special Additional Leave (SAL), to employees at the Parliamentary Executive levels. Claims for HSA, CA or SAL will be made and calculated in accordance with relevant departmental guidelines.
- 30.4 Where HSA or CA is payable, payment shall be made at the rate of \$209.80 per occasion. Where an entitlement exists to SAL, it shall be granted on an hour for hour basis up to a maximum of 150 hours per calendar year.
- 30.5 Payment of HSA and CA will be made on a quarterly basis.
- 30.6 On 1 January each year, SAL accrued during the previous year will be added to annual leave credits and will be considered to be annual leave for all purposes.

Meal allowance

- 30.7 If employees are required to work overtime, or perform additional duty which attracts HSA, CA or SAL, and the period of overtime or additional duty commences before and extends beyond the completion of a meal period, they will be paid a meal allowance of \$16.00.
- 30.8 For the purposes of this clause a meal period is:
- | | |
|--------------------------------------|--|
| Monday to Friday | 7.00am to 7.30am;
6.30pm to 7.30pm; and
12.30am to 1.00am. |
| Saturday, Sunday and public holidays | 7.00am to 7.30am;
12.30pm to 1.30pm;
6.30pm to 7.30pm; and
12.30am to 1.00am. |
- 30.9 Meal allowance claims submitted by employees at the Parliamentary Executive level will be paid on a quarterly basis.

Senior Clerk of Committees allowance

- 30.10 The occupant of the position of Senior Clerk of Committees will be paid an allowance of \$13,270 per annum, to be paid as a fortnightly allowance. This allowance is payable in recognition of the added responsibilities borne by the employee performing the duties of the position.
- 30.11 The following conditions apply to the payment of this allowance:
- subject to clause 26.11, it is not payable for the first two weeks of any period of temporary assignment;
 - it is a taxable allowance but will not count for superannuation purposes;
 - the allowance will continue to be paid during periods of paid leave (including "cash out" provisions); and
 - it will be included as salary for the purposes of calculating final entitlements in respect of payment in lieu of annual or long service leave.

Adjustments to allowances

- 30.12 The meal allowance will be reviewed annually by the Workplace Consultative Committee and, subject to agreement by the Clerk, will be adjusted where necessary.
- 30.13 An annual adjustment will be made from the commencement of the first full pay period in May to the following allowances at the same percentage rate as salary increases as outlined in clause 27.1.
- First Aid Allowance;
 - Footwear Allowance;
 - House Sitting Allowance and Committee Allowance; and
 - Senior Clerk of Committees Allowance.

SECTION 6: HOURS OF DUTY AND OVERTIME

The following provisions aim to provide managers, supervisors and employees with flexible working conditions that will enable the department to respond effectively to the needs of the Senate and senators and other work demands, and at the same time, assist employees to balance their work and personal commitments.

31. Hours of duty

Standard hours

- 31.1 The standard hours of duty will be 7 hours and 30 minutes per day and 37 hours and 30 minutes per week for full-time employees, or the agreed hours of duty for part-time employees.
- 31.2 For leave recording purposes, the standard hours for full-time employees are 8.30am to 12.30pm and 1.30pm to 5.00pm.

Span of hours

- 31.3 The span of hours during which an employee's standard hours of duty may be worked is 7.30am to 7.30pm Monday to Friday.
- 31.4 An employee may request to work outside the span of hours, e.g. on a Saturday, to cater for particular circumstances. Approval will be subject to operational requirements and the agreement of the section head. Any hours worked on this basis will be recorded and taken as time off in lieu (TOIL) at single time, and will not attract overtime rates.

Working patterns

- 31.5 The pattern of hours which an employee may work will be decided by the section head after consultation with the employee.
- 31.6 The main consideration in agreeing on the pattern of hours will be operational requirements, including the impact on departmental clients. As a general principle, section heads should ensure that, as a minimum, work areas are available for client service between 8.30am and 5.00pm.
- 31.7 Other considerations in determining working patterns may include the personal needs of individuals, the impact that an employee's hours of duty have on other employees in the work area, and occupational health and safety matters.
- 31.8 Employees should not be required to work more than five consecutive hours without a meal break of at least 30 minutes.

Unauthorised absence

- 31.9 As a general principle, employees should advise their supervisor of any unplanned absence by 9.30am on the day of absence.

- 31.10 Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement will cease to be available until he or she resumes duty or is granted leave.
- 32. Part-time work, job sharing and home-based work**
- 32.1 Part-time work involves employees working hours which are less than those of a full-time employee.
- 32.2 Part-time work arrangements are subject to the approval of the Clerk. When considering a request to work part-time, the Clerk will take into account the operational requirements of the work area and the reasons for the applicant's request. Part-time work arrangements will only be approved for a specified period, up to a maximum of 12 months at a time.
- 32.3 Employees returning from maternity leave, or extended periods of parental or adoption leave will be entitled to access part-time work on resumption of duty for a period of 12 months. At the end of the 12 month period, clause 32.2 will apply.
- 32.4 To optimise productivity, part-time employees should ideally work at least three consecutive hours on any one day.
- 32.5 Unless a further application is approved, the employee will revert to full-time employment at the end of the approved period of part-time work. Written advice to this effect will be provided to the employee by HRM approximately two months prior to the expiration of a part-time agreement.
- 32.6 The Clerk may approve a variation to, or early termination of, a part-time work agreement (including a job-sharing arrangement) with the consent of both the employee and the program manager.
- 32.7 Part-time employees may vary their agreed hours of work within the flextime provisions. Changes of a more permanent nature will require a variation to the part-time agreement.
- 32.8 The Clerk may initiate the introduction of part-time employment. However, a full-time employee will not be required to convert to part-time hours without the employee's agreement. An employee who is assigned to a management-initiated part-time position may only convert to full-time employment by being assigned to a full-time position.
- 32.9 The Clerk may approve a job sharing arrangement between two or more employees who wish to share one full-time job. Employees working under a job sharing arrangement will be part-time employees, and the conditions outlined in this Agreement for part-time employees will apply.
- 32.10 Salary and other benefits, including leave, for part-time employees will be calculated on a pro rata basis, apart from those allowances of a reimbursement nature, where part-time employees will receive the same amount as full-time employees.

32.11 Home-based work may be approved by the Clerk to permit an employee to perform part of the standard weekly hours of duty at home.

33. Flextime

33.1 The department's flextime arrangements enable managers and employees to vary working hours and patterns within the span of hours to provide maximum organisational flexibility with benefits to clients, employees and the department.

33.2 Flextime is available to all employees up to and including Parliamentary Executive Level 1 (see clause 34 for arrangements applying to employees at the Parliamentary Executive Level 2).

33.3 For flextime to work effectively, managers must ensure that employees' hours of duty are organised so that client service requirements are met and employees are productively employed. Managers should ensure that employees are not building up excessive flex credits unnecessarily, and without the opportunity to access flex leave.

33.4 The settlement period for flextime purposes is a four week period commencing on a Thursday (payday) and ceasing on the Wednesday four weeks later.

33.5 The maximum flex credit that may be carried forward from any one settlement period into the next settlement period will be 37 hours and 30 minutes. The section head may allow a flex credit in excess of 37 hours and 30 minutes to be carried forward into the next settlement period. No reasonable request to utilise an excess flex credit will be denied.

33.6 The maximum flex debit that may be carried from any one settlement period into the next settlement period is 10 hours. The amount by which the maximum debit is exceeded shall be treated as leave without pay and an appropriate salary deduction will be made. As an alternative, the section head may approve the grant of annual or purchased leave for that period.

33.7 The period of flex leave which may be taken will be subject to operational requirements and supervisor approval.

Reversion to standard hours

33.8 Access to the flextime arrangements may be withdrawn in circumstances where:

- (a) a manager reasonably considers that an employee's attendance is unsatisfactory; or
- (b) a manager reasonably considers that an employee is misusing the arrangements.

33.9 Where access to flextime arrangements is withdrawn, employees will revert to standard hours, which will be fixed by the program manager, after consultation with the employee, within the span of hours.

- 33.10 Access to flexible working arrangements may be restored where the manager is satisfied that an employee's attendance is satisfactory.
- 34. Parliamentary Executive Level 2 employees – working patterns**
- 34.1 The working pattern of Parliamentary Executive Level 2 employees will be determined by the program manager, and will be organised to achieve agreed work objectives and maximum client service.
- 34.2 As flextime is not available to Parliamentary Executive Level 2 employees, program managers may exercise discretion in granting time off in recognition of hours worked, and/or to attend to unforeseen personal circumstances.
- 35. Overtime and time off in lieu**
- 35.1 The Clerk may direct employees to work overtime. Such a direction must be reasonable in all the circumstances, and an employee may refuse to work the additional hours if he or she considers the request unreasonable.
- 35.2 Full-time employees at the Australian Parliamentary Service Levels 1/2 to 6 may claim payment for overtime where they are directed to work, and in fact work, outside the hours 8.00am to 6.00pm Monday to Friday.
- 35.3 Part-time employees may claim overtime for those hours they are directed to work beyond their agreed standard hours, with the exception of the first hour beyond their standard hours for that day, which may be claimed as flextime.
- 35.4 Sessional or casual non-ongoing employees (including casual Parliamentary Educators) will be paid overtime for all hours they are directed to work beyond 7 hours and 30 minutes on any particular day or rostered period of duty.
- 35.5 Subject to clause 35.17, overtime is not payable to Parliamentary Executive level employees. Employees at this level may negotiate with their program manager for time off in lieu of significant or consistent unpaid hours not otherwise remunerated by HSA, CA or SAL. While it is recognised that not all such requests will be able to be accommodated, co-operation and flexibility in the negotiations should ensure that Parliamentary Executive level employees are able to balance their personal commitments with the operational requirements of their duties and responsibilities in the workplace.
- 35.6 Employees who have worked authorised overtime, but who have a flex debit at the end of the fortnight, will not be eligible for overtime payment until the flex debit has been eliminated. Such debits are to be reduced by the period of overtime worked, with the reduction being calculated at the applicable overtime rate.
- 35.7 Employees who have worked authorised overtime, may elect to take time off in lieu of receiving payment. TOIL will be calculated at the applicable overtime rate. Details on TOIL bank are outlined in the following subsection.

- 35.8 Overtime rates are as follows:
- Monday to Saturday Time and one half
 - Sunday Double time.
- 35.9 Where authorised overtime is worked on a public holiday which falls on a week day, the rate will be double time for duty outside the standard hours. For duty within the standard hours, overtime will be calculated at single time as employees are already being paid for the public holiday.
- 35.10 In calculating the overtime payment, a divisor of 37 hours and 30 minutes will be used for the purpose of determining the relevant hourly rate.
- 35.11 Employees are required to have a rest break of at least nine hours, including travel time, between ceasing work on any day or shift and commencing work on the next day or shift. Where, following direction by the Clerk, the employee is required to resume duty without completing a nine hour break, he or she will be paid double time rates until he or she has had a nine hour break.

TOIL bank

- 35.12 Employees who elect to take time off in lieu of receiving overtime payments, or who accumulate time off in lieu as a consequence of travelling on official duty outside the span of hours, may bank their TOIL credits up to a maximum limit of 150 hours.
- 35.13 Access to TOIL credits will be a matter for agreement between employees and their supervisors and will be subject to the same operational considerations that apply to other forms of leave (e.g. annual leave, flex leave).
- 35.14 It is agreed that, as a general principle, TOIL credits will not be cashed out. It is expected that employees will use their TOIL credits during the course of the year following its accumulation and that supervisors will monitor usage of TOIL credits to ensure that credits are accessed. Where a TOIL credit is not being used, it is expected that the employee and supervisor will agree on appropriate arrangements to use the TOIL credit.
- 35.15 In cases where an employee who has a TOIL credit leaves the department for any reason without having had a reasonable opportunity to use that credit, a TOIL credit will be paid out to the employee at ordinary time, with the approval of the delegate.

Volunteer duty at recognised conferences or open days

- 35.16 Employees at the Australian Parliamentary Service Levels 1/2 to 6 who volunteer to perform duty associated with recognised conferences or open days which is outside standard hours will be eligible to be compensated for the rostered extra duty under the following arrangements:
- (a) for duty which attracts overtime at the rate of time and one half, payment at half time and time off in lieu at single time; and

- (b) for duty which attracts overtime at the rate of double time, payment at single time and time off in lieu at single time.

35.17 Employees at the Parliamentary Executive levels who are directed to perform duty outside standard hours for duty associated with recognised conferences or open days are eligible to claim time off in lieu on an hour for hour basis.

35.18 Where employees are directed to perform overtime duty associated with such events, and the employees have no discretion, the overtime provisions in clauses 35.1 to 35.15 will apply.

36. Shift work

36.1 Employees will be entitled to be paid a penalty if rostered to perform their standard hours outside the period 6.30am to 6.00pm, Monday to Friday, and/or on Saturdays, Sundays or public holidays for an ongoing or fixed period.

36.2 Except at the regular changeover of shifts, employees should not be rostered to work more than one shift in each 24 hours.

36.3 The following penalty loading rates will apply:

- (a) 15% of salary for the shift where any part of the duty is performed between the hours of 6.00pm to 6.30am;
- (b) 30% of salary for each shift falling wholly within the hours of 6.00pm and 8.00am for a period exceeding four weeks;
- (c) 50% of salary for all rostered time performed on Saturday;
- (d) 100% of salary for all rostered time performed on a Sunday; and
- (e) 150% of salary for all rostered time performed on a public holiday.

36.4 Employees working shiftwork will not be entitled to receive a penalty loading for hours claimed as overtime (as per clause 35.2 and 35.3).

36.5 Employees working regular shiftwork will accrue an additional one week of annual leave for each completed 12 month period of continuous service.

36.6 The Clerk may approve any proposals for a new roster or arrangement of shift cycles following consultation with the employees concerned, and having consideration for operational requirements and the impact of such proposals on the employees concerned.

SECTION 7: LEAVE PROVISIONS

Employees may be granted leave in accordance with the provisions outlined in this section and as outlined in relevant departmental guidelines.

All existing accrued leave credits of current employees will be retained under this Agreement.

37. Annual leave

- 37.1 Full-time employees will receive an annual leave credit of 20 days (150 hours) for each full year that they are employed. Part-time employees will be credited with annual leave on a pro rata basis. Annual leave will accrue and be credited to employees on a daily basis.
- 37.2 The grant of annual leave is subject to approval by the Clerk. When considering requests for annual leave, the Clerk will have regard to the operational requirements of the work area and the employee's personal circumstances and preferences. The grant of annual leave will not be unreasonably refused.
- 37.3 Consistent with the purpose of annual leave, and subject to clause 37.7, employees are encouraged to utilise their annual leave entitlement within 12 months of it accruing. To assist with the management of annual leave, section heads and supervisors, in consultation with employees, will develop and implement a plan for the clearance of each employee's annual leave credits.
- 37.4 Where an employee has an annual leave credit in excess of 45 days as at 1 April in any year and agreement cannot be reached in identifying suitable dates for the taking of at least two weeks annual leave, the program manager may direct the employee to take a period of annual leave. Such a direction shall only be given after consultation has taken place between the program manager and the employee. The employee should be given minimum notice of one month. Alternatively, and subject to clause 37.7, the employee may seek approval to cash out the excess credit.
- 37.5 Employees may elect to take their annual leave at half pay. Where a public holiday falls within a period of annual leave taken at half pay, the rate of pay for the public holiday will be full pay.
- 37.6 Where an employee is granted in excess of 30 days discretionary leave without pay not to count as service within a calendar year, the employee's accrual of annual leave will be reduced proportionate to the number of days leave without pay taken in that year.
- 37.7 Employees may apply to "cash out" their annual leave credits in accordance with the following:
- (a) the employee has taken a minimum of two weeks (10 days) annual leave in the previous 12 months;

- (b) the minimum amount that may be paid out in any 12 month period is one week (five days);
 - (c) the cashing out of the leave must not result in the employee annual leave balance after the cashing out being less than four weeks; and
 - (d) salary for this purpose will be an employee's ongoing salary, except where an employee has been on temporary assignment at a higher level for a continuous period in excess of 12 months.
- 37.8 Where an employee's approved annual leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, he or she will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.
- 37.9 If during a period of annual leave, an employee is medically unfit for duty, or for other reasons personal/carer's leave is considered appropriate, and the period is for one day or longer, he or she may apply for personal/carer's leave providing a medical certificate, or other documentary evidence, is provided. Annual leave will be re-credited to the extent of the period of personal/carer's leave granted.
- 37.10 Unused annual leave will be paid out where an employee resigns or retires from the Parliamentary Service or his or her employment is otherwise terminated.
- 38. Personal/carer's leave**
- 38.1 Personal/carer's leave may be granted by the Clerk in the following circumstances:
- (a) where an employee is ill or injured or for attendance at a medical or dental appointment;
 - (b) to provide care or support to a member of the employee's immediate family, or household, who requires care or support because of a personal illness, injury or unexpected emergency;
 - (c) to attend the funeral of a close friend or relative not covered by compassionate leave;
 - (d) to attend to other emergencies as considered appropriate; or
 - (e) where the period of compassionate leave granted to an employee is not sufficient and the employee requires additional leave.
- 38.2 Ongoing employees will be granted an initial personal/carer's leave credit of 18 days on the date of their engagement. Thereafter, personal/carer's leave will accrue at the rate of 18 days per year, with the leave being credited on a daily basis.
- 38.3 Non-ongoing employees will accrue personal/carer's leave at the rate of 18 days per year from the date of commencement, and will be credited with the leave on a daily basis.
- 38.4 Part-time employees will accrue personal/carer's leave credits (whether under clause 38.2 or 38.3) on a pro rata basis.

- 38.5 Where an employee is granted in excess of 30 days discretionary leave without pay not to count as service within a calendar year, the employee's accrual of personal/carer's leave will be reduced proportionate to the number of days leave without pay taken in that year.
- 38.6 Where personal circumstances require, an employee may apply to convert full pay personal/carer's leave credits to half pay personal/carer's leave credits. Where a public holiday falls within a period of personal/carer's leave taken at half pay, the rate of pay for the public holiday will be full pay.

Granting of personal/carer's leave

- 38.7 The grant of personal/carer's leave is subject to approval by the Clerk. Access to paid personal/carer's leave is subject to availability of credits and the provision of a medical certificate, or other documentary evidence, where required.
- 38.8 Employees will be required to provide a medical certificate, or other documentary evidence, in the following circumstances:
- 38.8.1 where the absence exceeds three consecutive working days;
or
 - 38.8.2 where a total of 37 hours and 30 minutes personal/carer's leave (five days for full-time employees), not supported by a medical certificate, or other documentary evidence, has been taken in the calendar year;
- otherwise the grant of personal/carer's leave shall be without pay.

Note: for the purposes of clause 38.8.2, the number of hours personal/carer's leave that a part-time employee may use without the support of a medical certificate, or other documentary evidence, in a calendar year will be equal to his or her agreed weekly hours of duty.

- 38.9 The relevant program manager may, as an alternative to the grant of personal/carer's leave without pay under clause 38.8.2, grant the employee flex leave, annual or purchased leave.
- 38.10 The relevant program manager may waive the requirement for a medical certificate, or other documentary evidence, in special circumstances, such as where an employee is suffering a recurring or chronic medical condition, or where the employee has ongoing caring responsibilities.
- 38.11 Notwithstanding clause 38.8.2 a supervisor or manager may require the provision of a medical certificate, or other documentary evidence, for future personal/carer's leave absences where there is a pattern of the employee taking regular or significant part-day absences.
- 38.12 Medical certificates from registered health practitioners will only be accepted for personal/carer's leave purposes where they are issued in respect of the area of practice in which the practitioner is registered or licensed.

- 38.13 Where an employee has exhausted his or her paid personal/carer's leave credit and is granted personal/carer's leave without pay, the period of leave will count as service for all purposes.
- 38.14 In accordance with the relevant legislation, the Clerk may require an employee to undergo a medical examination to determine fitness for continued duty.
- 38.15 An employee will not be entitled to access paid personal/carer's leave while also entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 38.16 Personal/carer's leave will not be debited where an employee is medically unfit for duty on a public holiday which the employee would otherwise have observed.

Extended periods of personal/carer's leave

- 38.17 An employee will not, without his or her consent, have his or her employment terminated on the grounds of physical or mental incapacity before that employee's personal/carer's leave credit has expired.
- 38.18 An employee who is absent from work because of illness is not normally able to use leave other than personal/carer's leave to cover the absence. However, where the employee has exhausted all paid personal/carer's leave, the Clerk may, as an alternative to the grant of personal/carer's leave without pay, approve the use of annual leave and/or long service leave for personal/carer's leave purposes. Periods of personal/carer's leave without pay in excess of 78 weeks will not count as service for any purpose except long service leave.
- 38.19 The Clerk may, where such treatment is justified, allow employees with long service a grant of additional personal/carer's leave with pay (usually on half pay) where all paid personal/carer's leave and other leave entitlements have been exhausted.

Unpaid carer's leave

- 38.20 An employee, including a sessional or casual employee, will be entitled to the grant of unpaid carer's leave of up to two days on each caring occasion where he or she has exhausted his or her paid personal/carer's leave credits.
- 38.21 Periods of unpaid carer's leave granted to a sessional or casual employee will be treated as leave not to count as service.

Maternity leave

- 40.9 The entitlement to maternity leave is provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 40.10 Employees entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* will also be entitled to two additional weeks of paid leave under the terms of this Agreement. This does not extend the total allowable absence under the Act (i.e. 52 weeks).
- 40.11 In order to provide more flexible administration of maternity leave, an employee may elect to spread the payment for the first 12 weeks of absence and the leave provision in clause 40.10 up to a period of 28 weeks at a rate no less than half normal salary. The maximum period of paid leave to count as service will be 14 weeks in total.

Parental leave – birth of a child – supporting partner

- 40.12 An employee who is entitled to unpaid parental leave under the *Fair Work Act 2009* will be entitled, under the terms of this Agreement, to one week of paid parental leave on the birth of his or her child. Periods of unpaid parental leave will be treated as leave not to count as service.

Parental leave – adoption of a child

- 40.13 Employees who are entitled to unpaid adoption leave under the *Fair Work Act 2009* will be entitled, under the terms of this Agreement, to 14 weeks of paid parental leave when an adopted child is placed with them. Periods of unpaid parental leave will be treated as leave not to count as service.

Community service leave - jury service

- 40.14 An employee is entitled to leave to attend jury service. An employee will continue to be paid by the department but will be required to pay to the department any amount received for jury service.

Community service leave – voluntary emergency management activity

- 40.15 An employee who engages in a voluntary emergency management activity as defined in the *Fair Work Act 2009* is entitled to be absent from work, on paid leave, for such time as is required, including the time engaged in the activity, in regular training and for ceremonial duties, reasonable travelling time and reasonable rest time following such activities, providing the employee's absence is reasonable in all circumstances.

NAIDOC week leave

- 40.16 The Clerk may grant an employee paid leave for one day per calendar year to enable participation in NAIDOC week.

Discretionary leave

- 40.17 There will be a single category of discretionary leave with or without pay. The relevant program manager or delegate will decide on each application after discussion with the employee as appropriate. The relevant departmental guidelines will apply.

Defence reserve leave

- 40.18 New members of the defence force reserves may be granted leave with pay for up to 10 working days to attend recruit/initial employment training.
- 40.19 Reservists (including new recruits who have been granted leave to attend initial recruit training) may be granted leave with pay for up to 20 working days per year for peacetime training and deployment. Where the 20 working days is not utilised in a calendar year, the residual days may be carried forward and used the following year.
- 40.20 Where further leave for training and deployment is required, leave without pay may be granted in accordance with the relevant departmental guidelines.

Leave for full-time defence service

- 40.21 An employee may be granted leave to enable them to perform full-time defence service. Leave may be granted in accordance the relevant departmental guidelines.

War service sick leave

- 40.22 Employees with Defence Force service prescribed by the *Veterans' Entitlement Act 1986* are eligible for additional sick leave.
- 40.23 Eligible employees may accrue two separate credits, a non-accumulative credit of nine weeks on commencement and an annual credit of three weeks for each year of service. Unused credits will accumulate subject to a maximum annual credit balance of nine weeks.

41. Portability of accrued leave entitlements and recognition of prior service

- 41.1 Employees recruited to the department from another Australian Parliamentary Service department, an Australian Public Service or other Commonwealth agency or the Australian Capital Territory Government Service without a break in service will retain their existing annual leave and personal/carer's leave credits, however described. Any existing half pay personal/carer's leave credits will be converted to full pay credits.
- 41.2 Employees recruited from a Commonwealth agency (outside the Australian Parliamentary Service or the Australian Public Service) will be eligible to retain their existing annual and personal/carer's leave credits providing the relevant leave liabilities are received from the employee's former agency.

- 41.3 Provisions for the recognition of prior service for long service leave purposes are set out in the *Long Service Leave (Commonwealth Employees) Act 1976*. Employees who wish to have prior service recognised will be required to obtain the necessary documentary evidence of that service from their previous employer(s) and provide it to the department.
- 41.4 Employees who have a period of prior service recognised in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* may also have the period of service recognised for personal/carer's leave, provided that any break in continuous service has not exceeded two months.
- 41.5 Where a period of service is recognised for personal/carer's leave purposes and the accrued personal/carer's leave credit cannot be determined, accrual will be calculated in accordance with clauses 38.1 to 38.3 for the prior service, less any personal/carer's leave taken or paid out in lieu. Where there are no available records of personal/carer's leave taken during a period of prior service, a deduction of five days per year of recognised service will be made.
- 41.6 Approval to use these accrued credits of annual leave, personal/carer's leave and long service leave will be governed by the provisions in the relevant sections of this Agreement.

SECTION 8: MISCELLANEOUS MATTERS

42. Public holidays

- 42.1 Employees will observe the following public holidays in the Australian Capital Territory:
- (a) New Year's Day (or substitute);
 - (b) Australia Day (or substitute);
 - (c) Good Friday and the following Saturday and Monday;
 - (d) Anzac Day (or substitute);
 - (e) the Queen's Birthday observance day (or substitute);
 - (f) Labour Day or equivalent;
 - (g) Christmas Day (or substitute);
 - (h) Boxing Day (or substitute); and
 - (i) any other day, or part-day, declared or prescribed by or under a law of the Australian Capital Territory to be observed generally within the Australian Capital Territory, or a region of the Australian Capital Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.

An additional day will also be observed by the department on 27 December or, if that day falls on a Saturday, Sunday or public holiday, 29 December. This additional day will, for all intents and purposes of this Agreement, be recognised the same way as the public holidays listed above.

- 42.2 Where the relevant program manager and an employee agree, another day may be substituted for any holiday prescribed above, e.g. for religious purposes.
- 42.3 Where the employee is receiving half pay or no pay on one side of the public holiday and full pay on the other side, or half pay on one side and no pay on the other side, the employee will be paid full pay for the public holiday. Where an employee is on a period of leave without pay both sides of a public holiday, the employee will receive no pay for the public holiday.

43. Christmas/New Year closedown

- 43.1 Employees who would normally be required to attend for duty on the two working days between Christmas Day and New Year's Day each year will be granted discretionary leave with pay for those days.

44. Travel on official business

- 44.1 Employees may be required to travel on official business as part of their normal duties.
- 44.2 Official travel should be undertaken in accordance with the Clerk's Instructions and relevant departmental guidelines.

- 44.3 Where possible, travel on official business should be arranged between 7.30am and 7.30pm Monday to Friday. Travel during these times may be counted as time on duty for the purposes of flextime.
- 44.4 Where travel outside these times is essential and/or unavoidable in order to meet work demands, a section head or program manager will grant an employee a period of paid time off in lieu (TOIL) at single time. The arrangements applying to the banking of, and access to such TOIL credits will be as outlined in clauses 35.12 to 35.15.

Class of travel

- 44.5 Employees are entitled to economy class air travel where required to travel on official business within Australia.
- 44.6 Employees will be entitled to travel business class within Australia if the actual continuous flight time (excluding connecting flights) is in excess of three hours, and the employee is expected to perform duty immediately following the completion of the flight.
- 44.7 Where the abovementioned flight is in conjunction with a connecting flight, and the additional cost to the department to fly an employee business class on the connecting flight would be not more than 10% greater than the economy class airfare, the employee may fly business class for the connecting flight.
- 44.8 An employee required to travel overseas on official business will be entitled to business class travel. Where business class travel is not offered, the employee will travel economy class.

Travelling expenses

- 44.9 Travelling expenses within Australia: An employee required to be absent from Canberra overnight on official business will be provided with a corporate credit card to meet reasonable accommodation, meal and incidental expenses, or will be fully reimbursed for reasonable expenses incurred upon return.
- 44.10 Overseas travelling expenses: An employee required to travel overseas on official business will be provided with a corporate credit card to meet reasonable accommodation, meal and incidental expenses (e.g. airport taxes, telephone calls to maintain contact with family) or will be fully reimbursed for expenses incurred upon return. Advances may be made on a case by case basis having regard to issues such as accepted processes for the payment of accounts in the country being visited and projected expenses where payment by credit card is not an option.

45. Child care / family care expenses

- 45.1 Where an employee is required to work additional hours, to travel with work, at short notice, or is recalled to duty from leave the program manager may approve the reimbursement of reasonable expenses incurred for the care of a household family member (e.g. child or elderly parent) where:
- (a) the employee is given less than 24 hours notice of the requirement to work, travel or be recalled to duty;
 - (b) there is no form of suitable unpaid care available to the employee; and
 - (c) the manager is informed immediately where the requirement to work or travel may give rise to a claim under this clause, so that alternative work arrangements can be considered.

46. Relocation expenses

- 46.1 As a general principle, an employee recruited from interstate or overseas and needing to relocate shall do so at his or her own expense. This principle applies to employees on promotion, movement and engagement.
- 46.2 Where it is considered that relocation assistance is necessary to ensure the preferred person accepts the offer of employment, the Clerk may approve reimbursement of costs up to \$3,000.

47. Loss or damage

- 47.1 The Clerk may approve reimbursement to an employee for loss or damage to clothing or personal effects which occurs as a direct consequence of the performance of his or her duties at work. Employees are to report any such losses or damage as soon as practicable after the occurrence to their immediate supervisor.

48 Notice of resignation

- 48.1 Where possible, employees should provide their program manager with the following written notice period of resignation:

- Parliamentary Executive levels four weeks
- APS 1/2 to 6 levels two weeks.

- 48.2 A resignation may not take effect on a public holiday.

49. Payment on death

- 49.1 Where an employee dies, or is presumed to have died, the Clerk will make a payment to the employee's legally authorised representative of the amount to which the employee would be entitled on resignation or retirement.

50. Implementation arrangements

Personal/carer's leave

- 50.1 The new personal/carer's leave arrangements (replacing the formerly separate sick and carer's leave credits) will be implemented effective from the commencement of the first full pay period after approval of the agreement by Fair Work Australia.

Maternity leave

- 50.2 An employee on maternity leave on the date of commencement of this agreement will be entitled to the additional paid maternity leave provided by clause 40.10 providing the paid leave provided for under the *Maternity Leave (Commonwealth Employees) Act 1973* (however taken) has not already been fully utilised.

Introduction of paid parking

- 50.3 If a system of paid parking is introduced in the vicinity of Parliament House such that the provision to an employee of free parking is a fringe benefit for the purposes of *Fringe Benefits Tax Assessment Act 1986*, the department will pay any fringe benefits tax that arises as a result of the provision of that parking to the employee.

APPENDIX 2 SUPPORTED WAGE FOR EMPLOYEES WITH A DISABILITY

Supported wage rates

Employees who are eligible for a supported salary in accordance with the Supported Wage System will be paid the applicable percentage of the relevant salary rate prescribed below for the work value they are performing as follows, provided the amount payable will not be less than \$71 per week.

Further information can be found in the Supported Wage System Handbook, published by the Department of Education, Employment and Workplace Relations, March 2010.

Supported salary rate percentages

Assessed Capacity	% of Relevant Salary Rate
10%	10%
20%	20%
30%	30%
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