

***WORKPLACE RELATIONS ACT 1996***

**COLLECTIVE AUSTRALIAN WORKPLACE AGREEMENT**

*Between*

**THE COMMONWEALTH OF AUSTRALIA  
(Per the Clerk of the Senate)**

*and*

**SENIOR EXECUTIVE SERVICE EMPLOYEES  
OF THE  
DEPARTMENT OF THE SENATE**

*in accordance with*

**PART VID OF THE  
*WORKPLACE RELATIONS ACT 1996***

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## 1. Parties

1.1 This Australian Workplace Agreement is between:

### Employer

The Commonwealth of Australia, per the Clerk of the Senate ("the Clerk"),  
Department of the Senate, Parliament House, Canberra;

and

### Employee

Each Senior Executive Service employee who is a signatory to this Agreement (consistent with section 170VE of the Act).

## 2. Objective of this AWA

2.1 This AWA recognises that the department exists to support the Senate and senators with advice and services. It aims to facilitate an environment which will assist the department to achieve the highest possible standard of service and to achieve the goals and outcomes set out in the Corporate Plan. Progress towards this achievement will be assessed against the objectives of the Corporate Plan and office work plans.

2.2 The following is the objective of this AWA:

*To lead and manage effectively the program operations of the Department of the Senate and, in particular, achieve an improvement in the performance of individual staff members and the teams in which they work, and achieve an improvement in the quality of services provided by the department to the Senate, its committees, senators and others.*

2.3 The employee is expected to demonstrate a high standard of leadership in line with the department's corporate objectives and the Parliamentary Service Values. To achieve the objective, the employee agrees to:

- continue to develop the employee's procedural knowledge and expertise in order to provide high standards of advice to senators and to better serve as a Clerk at the Table;
- continue to build on the strong personal commitment of staff to serving the Senate and senators;
- promote actively a performance improvement culture which recognises achievement, ongoing performance improvement, innovation and flexibility, and thereby act as a role model for other managers, supervisors and staff;

- uphold and promote the Parliamentary Service Values and Code of Conduct, in which performance standards and expectations are clearly defined for all staff;
- take responsibility for managing, leading and achieving the objectives of the *Department of the Senate Certified Agreement 2001-2003*;
- manage and monitor the implementation of the Performance Communication Scheme to ensure the scheme consistently delivers the desired outcome of achieving and maintaining a high level of performance of individual staff members, including an ongoing performance improvement by all staff;
- encourage and facilitate the ongoing participation of Parliamentary Executive Level 2 (PEL2) staff as members of the Department of the Senate Management Advisory Group, and utilise the collective and individual talents of all executive level employees to achieve a high level of leadership and management in the department; and
- participate collectively in a minimum of two SES-specific activities per year, designed to maintain and improve the standard of leadership and management required to be demonstrated in achieving the outcome of a high performing and dynamic organisation.

### **3. Recital**

- 3.1 Section 170VF of the *Workplace Relations Act 1996* (“the Act”) provides that an employer and an employee may make a written agreement, called an Australian Workplace Agreement (AWA), that deals with matters pertaining to the relationship between an employer and employee.
- 3.2 Section 170VE of the Act provides that where 2 or more AWAs have been negotiated collectively they may be included in the same document if the same employer is a party to all the agreements.
- 3.3 The employer and the employee have agreed to make this AWA under Part VID of the Act.

### **4. Interpretation**

- 4.1 In this AWA:

“APS” means Australian Parliamentary Service and prior to the operation of the Parliamentary Service Act 1999, the Australian Public Service;

“award” has the same meaning as in section 170VQ of the Act;

“certified agreement” means an agreement certified under Division 4 of Part VIB of the Act;

"Clerk" means the person who for the time being performs the duties of the office of Clerk of the Senate, including a delegate of the Clerk or a person authorised for the purpose by the Clerk;

"Commonwealth law" has the same meaning as in section 170VR of the Act;

"department" means the Department of the Senate;

"employee" means each Senior Executive Service (SES) employee who is signatory to this agreement;

"family member" means a person who:

- is related by blood or marriage;
- has a strong affinity with the employee;
- stands in a bona fide domestic or household relationship with the employee without discrimination as to sexual preference;
- is a child or an adopted child of the employee; or
- is a child or an adopted child of the person who stands in a bona fide domestic or household relationship with the employee.

"performance objectives" means objectives of the performance agreement made between the Clerk and the employee in accordance with the department's Performance Communication Scheme;

"Performance Communication Scheme" means the scheme by that name existing from time to time and provided for under the *Department of the Senate Certified Agreement 2001-2003*;

"Secretary" means the Clerk of the Senate; and

"service" means employment in the Australian Parliamentary Service and prior to the operation of the *Parliamentary Service Act 1999*, the Australian Public Service.

## **5. Period of Operation**

5.1 In accordance with subsection 170VJ(2) of the Act, the starting day for this AWA will be the day after an approval notice for the AWA is issued by the Employment Advocate.

5.2 In accordance with section 170VH of the Act, the nominal expiry date of this AWA will be 30 June 2003.

5.3 This AWA will stop operating at the earlier of the following times:

- (a) the time when a termination under section 170VM of the Act takes effect; or
- (b) the time when another AWA between the employer and the employee starts to operate.

## **6. Commitment on this AWA and to Negotiate Further Agreements**

- 6.1 This AWA is part of the employee's personnel record and will be subject to the department's policy on the handling of personnel records.
- 6.2 The employer and the employee will make their best endeavours to reach agreement, before the nominal expiry date of this AWA, on the terms and conditions of an AWA to replace this AWA.

## **7 Employee's Duties**

- 7.1 The employee's duty statement and performance objectives as contained in the performance agreement may be varied from time to time by agreement between the Clerk and the employee.
- 7.2 The employee undertakes to perform the full range of duties outlined in the relevant position documentation and performance objectives, with due care and diligence. The employee also agrees to undertake all duties as may be lawfully directed from time to time by the Clerk.

## **8. General Terms and Conditions of Employment**

### **8.1 Status of Employment**

- 8.1.1 The parties acknowledge that the employee is employed in the Australian Parliamentary Service as a Senior Executive Service employee under the *Parliamentary Service Act 1999*.

### **8.2 Accrued Leave Entitlements not Affected**

- 8.2.1 All forms of leave entitlements accrued by the employee by virtue of the employee's employment in the Australian Parliamentary Service (and the Australian Public Service prior to the operation of the *Parliamentary Service Act 1999*) before the starting day for this AWA are not prejudiced by this AWA.

### **8.3 Effect of AWA on Awards**

- 8.3.1 The parties acknowledge that in accordance with subsection 170VQ(1) of the Act, this AWA operates to the exclusion of all awards that would apply to the employee's employment, in particular the *Parliamentary Departments' Staff Award 1998*.

### **8.4 Effect of AWA on Agreements**

- 8.4.1 The parties acknowledge that subsection 170VQ(6) of the Act provides for the relationship between an AWA and a certified agreement.

8.4.2 The parties agree that the terms and conditions of the Continuous Improvement in the *APS Enterprise Agreement 1995-96* will not apply to the employee's employment.

## **8.5 Entitlements under Commonwealth Laws not Affected by AWA**

8.5.1 The parties acknowledge that the employee's entitlements, if any, under the following Commonwealth laws are not affected by this AWA:

*Long Service Leave (Commonwealth Employees) Act 1976;*  
*Maternity Leave (Commonwealth Employees) Act 1973;*  
*Occupational Health and Safety (Commonwealth Employment) Act 1991*  
*Parliamentary Service Act 1999;*  
*Superannuation Act 1976;*  
*Superannuation Act 1990;*  
*Superannuation Benefits (Supervisory Mechanisms) Act 1990;*  
*Superannuation (Productivity Benefit) Act 1988;*  
*Safety, Rehabilitation and Compensation Act 1988;* and  
*Workplace Relations Act 1996.*

## **8.6 Class of Air Travel**

8.6.1 Where the employee is required to travel on official business, the cost of the travel will be met by the department. Where departmental policy exists on preferred airlines, the employee should travel by the department's preferred airline. If more than one class of travel is available, the employee may:

- (a) in Australia or within the one country while travelling overseas, use business class or local equivalent; and
- (b) when travelling between countries, use business class or its nearest equivalent.

## **8.7 Travel Expense Reimbursement**

8.7.1 *Travelling expenses within Australia:* The employee, when required to be absent from Canberra overnight on official business, will be provided with a corporate credit card or a fully acquittable advance to meet reasonable accommodation, meal and incidental expenses.

8.7.2 *Overseas travelling expenses:* The employee, when required to travel overseas on official business, will be provided with a corporate credit card and/or a fully acquittable advance to meet reasonable accommodation, meal and incidental expenses (eg airport taxes, telephone calls to maintain contact with family). Advances will 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.

8.7.3 Travel related expenditure should be in accordance with the *Guidelines for Use of the Australian Senate Chargecard*. Employees who do not have access to a corporate credit card may apply for a fully acquittable advance. This advance will be paid by direct credit to the employee's nominated account.

## **8.8 Hours of Work**

8.8.1 The employee will be expected and relied upon to be at work as and when required to achieve his or her leadership and management role and the completion of work on time and to a high standard. Standard hours of work are 37 hours 30 minutes per week. Actual hours of work are flexible to meet the employee's situation provided that this does not compromise the effective operation of the department.

8.8.2 The scheduled start and finish times for each day may vary from time to time according to the needs of the department and the employee but will normally be between the hours of 7:00 am and 7:00 pm Monday to Friday. The timing of rest periods and meal breaks shall occur in a manner which is least disruptive to the employee's work commitments and best suits the rest of the team and themselves.

8.8.3 Without prejudice to clause **8.9**, work commitments will sometimes require the employee to work additional hours. The employee is expected to make the extra effort to complete the work on schedule when the circumstances arise.

## **8.9 House Sitting Allowance, Committee Allowance and Special Additional Leave**

8.9.1 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). Claims for HSA, CA, and SAL will be made in accordance with relevant departmental guidelines.

8.9.2 Where HSA or CA is payable, payment will be made at the rate of \$143.21 per night. 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.

8.9.3 The taking of SAL will be treated in the same manner as the taking of recreation leave, and excess credits will be subject to the same conditions as outlined for recreation leave credits in clause **8.10.6**.

8.9.4 A meal allowance of \$18.50 shall be paid where entitlement is authorised by the Clerk under clause **8.9.1**.

8.9.5 The rate of HSA, CA and meal allowance will be varied in accordance with variations to the rates payable under the *Department of the Senate Certified Agreement 2001-2003*.

8.9.6 Claims for payment of HSA, CA and meal allowance will be paid on a quarterly basis.

## **8.10 Recreation Leave**

- 8.10.1 The employee shall accrue an annual leave credit at the rate of 150 hours for each complete calendar year of service. Annual leave credit will not accrue during periods which are not taken to be service. The taking of recreation leave is subject to approval of the Clerk. Recreation leave counts as service for all purposes.
- 8.10.2 The employee has access to the annual leave entitlement as it accrues.
- 8.10.3 Where the employee's recreation leave is cancelled without reasonable notice, or the employee is recalled to duty from leave, he or she will be entitled to reimbursement of reasonable travel and incidental expenses not otherwise recoverable.
- 8.10.4 If the employee produces medical evidence of unfitness for duty for a period of one day or longer whilst on annual leave, he or she may apply to be re-credited that portion of the annual leave covered by the medical certificate.
- 8.10.5 Where, prior to the commencement of this AWA, an accrued leave credit was placed in a special recreation leave bank for the employee, the employee continues to have an entitlement to the accrued leave in that special recreation leave bank.
- 8.10.6 Where an employee has an annual leave credit in excess of 40 days (300 hours) as at 1 November each year (not including leave accrued from 1 January that year and excluding leave in a special recreation leave bank) payment in lieu of that excess leave will be automatically paid on the first available pay day after that date, unless the Clerk approves the retention of the leave. Where approval is granted, the employee shall provide the Director, Human Resource Management, with relevant details by 15 October in the relevant year.
- 8.10.7 Where the employee has a special recreation leave bank credit which accumulated prior to the commencement of this AWA, that credit will be treated as recreation leave for all purposes except for **8.10.6**.
- 8.10.8 Unused recreation leave will be paid to the employee where the employee resigns or retires from the Parliamentary Service or their employment is otherwise terminated.

## **8.11 Purchased Leave**

- 8.11.1 In accordance with the relevant guidelines, the Clerk may approve the purchase of one to four weeks additional leave per year, with salary payments averaged over the year to ensure that a standard rate is received each fortnight. An election for purchased leave may be made at any time and will remain in force for one year unless exceptional circumstances occur and the Clerk approves the variation.

8.11.2 Purchased leave arrangements will operate without loss of continuity of service or entitlements.

## **8.12 Sick Leave**

8.12.1 On each existing sick leave anniversary date, the employee will receive a sick leave credit of 15 days full pay. Sick leave credits will be cumulative. Sick leave will not accrue where the employee has been absent on leave without pay which does not count as service for sick leave purposes, or on any unauthorised absence.

8.12.2 Employees who currently have half pay sick leave credits will have those credits converted to full pay sick leave credits. Where personal circumstances require, the employee may subsequently convert full pay sick leave to half pay sick leave. In special circumstances, the Clerk may approve the anticipation of the employee's next sick leave credit.

8.12.3 The employee may be granted sick leave with pay subject to available credits, without production of a medical certificate for absences of no more than three consecutive days. The Clerk may request that a medical certificate be provided to cover future sick leave absences. A medical certificate is required for absences of four or more consecutive days.

8.12.4 Certificates from medical service providers which are recognised by a registered health fund or Comcare will be accepted for sick leave purposes except in cases where the sick leave period extends beyond four days or where the absence is the subject of a workers' compensation claim, in which case a certificate from a registered medical practitioner is required.

8.12.5 The employee must advise the Clerk as soon as possible of his or her absence or intended absence.

8.12.6 With the approval of the Clerk, the employee may access his or her sick leave credit for the purpose outlined in **8.14** where the employee has exhausted his or her personal/carer's leave.

8.12.7 When absent from work because of illness, the employee is not normally able to use leave other than sick leave to cover the absence. However, subject to clause 8.13.8, in cases of long-term illness and where the employee has exhausted all paid sick leave, the Clerk may approve the use of recreation leave and/or long service leave for sick leave purposes.

8.12.8 Any grant of paid leave on account of illness, including periods of recreation or long service leave, cannot exceed 52 weeks. In other words, when recreation or long service leave is granted for long-term illness, this does not break the period of continuous absence due to illness which is calculated to determine the maximum period of absence on account of illness allowable.

8.12.9 Subject to clause **8.12.14**, where the employee is granted sick leave without pay the period of leave will count as service for the purpose of recreation and sick leave entitlements.

- 8.12.10 The Clerk may, where such treatment is justified and the employee has long service, grant additional leave with pay (usually with half pay) where leave with pay is exhausted.
- 8.12.11 In accordance with Part 3 of *Parliamentary Determination 1999/1*, the Clerk may require an employee to undergo a medical examination to determine fitness for continued duty.
- 8.12.12 An employee will not be entitled to paid sick leave while also entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 8.12.13 No sick leave credit will accrue, or grant be made, to the employee after their employment has terminated.
- 8.12.14 The maximum continuous period of sick leave will be 78 weeks, of which no more than 52 weeks may be paid sick leave. Leave of absence due to illness beyond 78 weeks will be treated as if the employee has been granted additional sick leave without pay, subject to the production of satisfactory medical evidence. A period of sick leave taken after 78 weeks does not count as service for any purpose.
- 8.12.15 The employee will not, without the employee's consent, have their employment terminated on the grounds of physical or mental incapacity before the employee's full pay sick leave credit has expired, subject to the provisions of clauses **8.12.13** and **8.12.14**.
- 8.12.16 Sick leave will not be debited where the employee is medically unfit for duty on a public holiday which the employee would otherwise have observed.
- 8.12.17 When in receipt of workers' compensation for a period of more than 45 weeks and on graduated return to work provisions, or on a non-compensable graduated return to work, the employee will accrue sick leave on a pro-rata basis for the hours actually worked.
- 8.12.18 If the employee's employment is terminated on the grounds of physical or mental incapacity, and the employee is subsequently re-appointed as a result of action taken under section 75 of the *Superannuation Act 1976*, the employee is entitled to be credited with sick leave equal to the balance of sick leave (or equivalent leave types) in credit at the time of termination.

### **8.13 War Service Sick Leave**

- 8.13.1 An employee with certain Defence Force Service prescribed by the *Veterans' Entitlement Act 1986* is eligible for additional sick leave.
- 8.13.2 An eligible employee may accrue two separate credits, a special non-accumulative credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS Service. Unused credits will accumulate subject to a maximum annual credit balance of nine weeks.

## **8.14 Personal/Carer's Leave**

8.14.1 The employee may be granted up to five days paid personal/carer's leave per calendar year (pro-rata for commencements during the year) in circumstances including:

- to care for family (or other persons for whom the staff member has caring responsibilities) who are sick or require assistance;
- where the staff member is unfit for duty due to illness and has used all available credits; or
- to attend to other emergencies which the Clerk considers appropriate.

8.14.2 Personal/carer's leave does not accrue from year to year. A record of personal/carer's leave approved in each calendar year must be maintained by the employee and made available to the Clerk on request.

## **8.15 Bereavement Leave**

8.15.1 Up to three days paid leave per bereavement may be granted to the employee by the Clerk upon the death of a family member as defined in clause 4.

## **8.16 Discretionary Leave**

8.16.1 The Clerk may approve leave for reasons not covered by other leave types having regard to operational needs of the department. This discretionary leave can be with or without pay. The department's Discretionary Leave Guidelines will apply.

8.16.2 Unless the Clerk determines otherwise, any continuous period of discretionary leave without pay greater than 30 calendar days will not count as service for recreation and sick leave purposes.

8.16.3 The employee will be granted stand down from duty on two normal working days between Christmas Day and New Year's Day each year, with pay and without deduction from other leave credits.

## **8.17 Public Holidays**

8.17.1 The employee will observe the following public holidays in the ACT - New Year's Day (or substitute); Australia Day (or substitute); Good Friday and the following Saturday and Monday; 25 April (or substitute) (Anzac Day); the Queen's Birthday observance day (or substitute); the labour day or equivalent; Christmas Day (or substitute); Boxing Day (or substitute); the additional public service holiday and up to two further public holidays observed by the Service at the locality.

8.17.2 Where:

- New Year's Day or Australia Day fall on a Saturday or Sunday, the following Monday will be observed by the employee as a public holiday;

- Christmas Day falls on a Saturday or Sunday, 27 December will be observed by the employee as a public holiday; and
- Boxing Day falls on a Saturday or Sunday, 28 December will be observed by the employee as a public holiday.

8.17.3 Where the Clerk and the employee agree, another day may be substituted for any holiday prescribed above, eg. for religious purposes.

## **8.18 Other Matters Relating to Leave**

8.18.1 Standard hours of operation for leave purposes will be 8.30am to 12.30pm and 1.30pm to 5.00pm Monday to Friday.

## **8.19 Payment on Death**

8.19.1 If the employee dies, or the Clerk has directed that the employee is presumed to have died on a particular date, the Clerk will authorise the payment of the amount to which the employee would have been entitled had employment ceased otherwise than by death. Payment will be made to the dependants or partner of the employee or the employee's legal personal representative. If a payment has not been made within twelve months of the employee's death, it is to be paid to the legal personal representative where, in the Clerk's opinion, this is appropriate.

8.19.2 On the death of the employee, any moneys owing to the department as a result of advanced recreation leave credits will be waived.

## **8.20 Training and Development**

8.20.1 The employee may access training and development opportunities up to the cost of \$3,000 annually, subject to approval by the Clerk. This \$3,000 allocation may be accumulated for a maximum of 2 years to assist with agreed professional development, the gaining of external qualifications or overseas study. The basis for any approval in excess of \$3,000 per year (or \$6,000 for a two-year period) will be benefit to the parliamentary service and the employee's efficiency and effectiveness as well as operational convenience.

8.20.2 The employee may be granted assistance under the provisions of the department's Studybank Scheme.

## **8.21 OH & S Prevention**

8.21.1 To assist in preventing serious workplace injury and reducing time lost due to injury, the employee will be reimbursed, in accordance with departmental guidelines, for the cost of:

- attendance in the employee's own time at an approved first aid course; and

- remedial massage or physiotherapy up to the value of \$400 for reported incidents of work-related occupational overuse syndrome, or associated injuries, where no claim for payment for the treatment has been lodged with Comcare Australia. However, this option does not remove or restrict the employee's future entitlement to claim workers' compensation.

## **8.22 Fit-for-Work Scheme**

8.22.1 To promote good health, the employee may be reimbursed, in accordance with departmental guidelines, up to the value of \$110 per year (or the annual membership cost at Parliament House Health and Recreation Centre) for participation in the employee's own time, in one or more of the following health-related activities:

- fitness program, including weight management as an element of fitness;
- quit smoking program;
- health check through the Parliament House Nurses' Centre; or
- stress management program.

## **8.23 Redundancy**

8.23.1 If the employee becomes redundant during the period of operation of this AWA, or at its expiry, the terms and conditions of separation from the department will be negotiated and agreed between the parties. Any agreed severance pay will not be less than is calculated in accordance with the terms and conditions as follows.

8.23.2 The severance pay will not be less than 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) up to a maximum of 24 years' completed service. The minimum sum payable will be four weeks' salary. The employee will be entitled to reasonable outplacement agency fees. The employee may use a bargaining agent to negotiate on the employee's behalf.

8.23.3 The severance benefit will be calculated on a pro-rata basis for any period where the employee has worked part-time hours during his or her period of service and has less than twenty-four years' full-time service.

8.23.4 Subject to the following sub-clauses, service for severance pay purposes means:

- (i) service in the department;
- (ii) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- (iii) service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;

- (iv) service with the Australian Defence Forces;
- (v) continuous APS service immediately preceding deemed resignation, if the service has not been previously recognised for severance pay purposes or where:
  - (a) the break in service is less than 1 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) an earlier period of service with the APS was ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the now repealed *Public Service Act 1922*; and
- (vi) service in another organisation where the employee was transferred from the APS to that organisation with a transfer of function or the employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

8.23.5 Absences from work which do not count as service for any purpose will not count as service for severance pay purposes.

8.23.6 For the purpose of calculating the severance payment, the employee's salary will include:

- (a) the employee's annual guaranteed salary, or a higher annual guaranteed salary where the employee has been receiving that higher salary for performing work at a higher level for a continuous period of at least twelve months immediately preceding the date on which the employee is given notice that their employment is to be terminated; and
- (b) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding payments which are a reimbursement for expenses incurred.

8.23.7 The employee will be entitled to a period of notice of termination of employment of at least five weeks, or payment in lieu.

## **8.24 Reimbursement for Loss or Damage**

8.24.1 The Clerk may reimburse the employee for loss or damage to clothing or personal effects which occurred in the course of their work.

## **8.25 Appeals against Termination of Employment**

8.25.1 The employee has the right to bring an action under Division 3 of Part VIA of the *Workplace Relations Act 1996* in respect of any termination of employment under this Agreement. This is the sole right of review in respect of such actions.

## **9. Remuneration**

### **9.1 Salary**

- 9.1.1 Over the life of the Agreement, the employee will be paid salary increases if they demonstrate 'effective or better' work performance in accordance with the department's Performance Communication Scheme Guidelines. Additional salary increases will be paid for the achievement of improvements in overall departmental performance as measured by increases in productivity of the department and reductions in its operating costs, while maintaining or improving the quality of services to the Senate, senators, committees and other clients. Such an achievement will be recognised, and salary increases paid on the basis of it, if productivity and cost reduction measures have been agreed to and put in place which will achieve such an outcome over the life of the Agreement. The extent to which the quality of services to the Senate, senators, committees and other clients has been maintained will be assessed by the Clerk by reference to satisfaction surveys of senators and other clients over the life of the Agreement.
- 9.1.2 The employee, in line with his or her role as program manager (as applicable), in consultation with the Department of the Senate Management Advisory Group, Workplace Relations Committee, and all employees, will develop and recommend to the Clerk the performance, productivity and cost reduction goals referred to in clause **9.1.1**.
- 9.1.3 The employee's annual guaranteed salary listed in Column 1 of Appendix 1 will be increased by 2% with effect from the commencement of the first full pay period in May 2002, subject to an overall assessment of "effective or better" performance in accordance with the department's Performance Communication Scheme guidelines, as assessed by the Clerk. Column 2 of Appendix 1 refers.
- 9.1.4 If the employee received the increase referred to in clause **9.1.3**, the employee's annual guaranteed salary listed in Column 1 of Appendix 1 will be increased by a further 2% with effect from the commencement of the first full pay period in May 2002 subject to the department achieving certain performance, productivity and cost reduction goals as outlined in clauses **9.1.1** and **9.1.2**. Column 3 of Appendix 1 refers.
- 9.1.5 The employee's annual guaranteed salary listed in Column 3 of Appendix 1 will be increased by 2% with effect from the commencement of the first full pay period in May 2003 subject to an overall assessment of "effective or better" performance in accordance with the department's Performance Communication Scheme guidelines, as assessed by the Clerk. Column 4 of Appendix 1 refers.
- 9.1.6 If the employee received the increase referred to in clause **9.1.5**, the employee's annual guaranteed salary listed in Column 3 of Appendix 1 will be increased by a further 3% with effect from the commencement of the first full pay period in May 2003 subject to the department achieving certain performance, productivity and cost reduction goals as outlined in clauses **9.1.1** and **9.1.2**. Column 5 of Appendix 1 refers.

- 9.1.7 These benefits recognise that from time to time the employee may be assigned temporarily to perform additional responsibilities or tasks while other Senior Executive Service employees are absent or undertaking other tasks.
- 9.1.8 The Clerk may supplement the annual guaranteed salary by an amount to recognise temporary assignment of duties with a higher work value over a sustained period. The amount of supplementation will have regard to the higher work value of the duties. When the employee is assigned by the Clerk to duties with a higher work value, the employee will not be paid any salary additional to the employee's guaranteed salary for the first two weeks of any period of temporary assignment.
- 9.1.9 The minimum salary for superannuation purposes is the annual guaranteed salary.
- 9.1.10 Where as a result of an employee's absence on extended paid leave, the employee would not qualify for a salary increase referred to in clause 9, the employee is deemed to qualify for that increase on and from the date of return from paid leave.

## **9.2 Employer's Contribution to Superannuation**

- 9.2 The parties agree to consider and consult on the impact and implementation of any future legislative changes to current superannuation arrangements.

## **9.3 Private Plated Vehicle**

- 9.3.1 The employee shall be provided with a private plated motor vehicle or 'cash in lieu' in accordance with the Executive Vehicle Scheme Guidelines, as modified in clauses **9.3.2 - 9.3.4**.
- 9.3.2 Unless the period of the leave exceeds 6 months, the Clerk's permission to use the vehicle interstate or while on paid leave may be assumed. Fuel for the employee's vehicle shall be provided by the employer except during periods of leave.
- 9.3.3 The employee may order options above the limit specified in the Executive Vehicle Scheme Guidelines at the time of ordering provided he/she pays the difference between the price of the vehicle and the specified limit at the time of delivery and undertakes not to seek reimbursement in any form at the end of the hire period.
- 9.3.4 The employee will otherwise observe the conditions for use of the vehicle set down by the employer in the Executive Vehicle Scheme Guidelines and the Clerk's Instructions.

## **9.4 Flexible Salary Packaging**

- 9.4.1 In accordance with the department's policy and procedures on flexible salary packaging, the employee may elect to sacrifice salary for other benefits. Full details are contained in the department's Salary Packaging Guidelines.

9.4.2 All costs, including any fringe benefits tax and administrative costs, incurred as a result of the remuneration packaging arrangement will be met by the employee.

9.4.3 Where the employee takes up the option of salary packaging on a 'salary sacrifice' basis, the employee's salary for purposes of superannuation, severance and termination payments will be determined as if the salary sacrifice arrangement had not been in place.

## **9.5 Reduction in Classification**

9.5.1 The Clerk may not reduce the employee's classification without the employee's consent unless the requirements of subsection 23(4) and Part 4 Division 2 of the *Parliamentary Service Act 1999* are satisfied.

## **10. Anti-Discrimination**

10.1 The parties to this AWA agree that:

- (a) it is their intention to achieve the principal object in paragraph 3 (j) of the *Workplace Relations Act 1996*, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) any dispute concerning this clause and its operation shall be progressed initially under the dispute resolution procedure in this AWA; and
- (c) nothing in this clause allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (d) nothing in this clause prohibits:
  - (i) any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of the particular position; or
  - (ii) any discriminatory conduct (or conduct having a discriminatory effect) if:
    - (A) the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
    - (B) the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

## 11. Dispute Resolution

11.1 In relation to any matter that may be in dispute between the parties to this AWA ('the matter'), the parties:

- (a) will attempt to resolve the matter at the workplace level, including, but not limited to:
  - (i) the employee and his or her manager meeting and conferring on the matter; and
  - (ii) if the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management (as appropriate); and
- (b) acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to resolving the matter at the workplace level; and
- (c) agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level; and
- (d) agree that if either party refers the matter to mediation, both parties shall participate in the mediation process in good faith; and
- (e) acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to the mediation process; and
- (f) agree that during the time when the parties attempt to resolve the matter:
  - (i) the parties continue to work in accordance with their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
  - (ii) subject to relevant provisions of any State or Territory occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the employee to perform; and
  - (iii) the parties must co-operate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible; and

- (g) agree not to commence an action:
  - (i) to obtain a penalty under section 170VV of the Act; or
  - (ii) to obtain damages for breaches of an AWA; or
  - (iii) to enforce a provision of the AWA or Part VID of the Act (other than an action to enforce section 170VU of the Act);  
  
unless:
    - (iv) the party initiating the action has genuinely attempted to resolve the dispute at the workplace level; and
    - (v) either:
      - (A) a period of 7 days has expired from the date when the party initiating the action gave notice that mediation is not requested; or
      - (B) the mediation was requested by either party and that mediation has been completed.



**12. Signatures**

PARTY TO AGREEMENT			WITNESS
Please print name	Address	Signature	
EMPLOYER:	Harry Evans Clerk of the Senate	Parliament House Canberra ACT 2600	..... (Signature)
	For and on behalf of the Commonwealth of Australia		Dated:
		..... (Signature)	
		Dated:	

PARTY TO AGREEMENT			WITNESS
Please print name	Address	Signature	
EMPLOYEE:	Cleaver John Cecil Elliott		..... (Signature)
			Dated:
		..... (Signature)	
		Dated:	
EMPLOYEE:	Rosemary Gay Laing		..... (Signature)
			Dated:
		..... (Signature)	
		Dated:	

PARTY TO AGREEMENT			WITNESS
	Please print name	Address	
EMPLOYEE:	Geraldine Anne Lynch		<p>..... (Signature)</p> <p>..... (Signature)</p> <p>Dated:</p>
EMPLOYEE:	Peter Anthony O'Keeffe		<p>..... (Signature)</p> <p>..... (Signature)</p> <p>Dated:</p>
EMPLOYEE:	John Vander Wyk		<p>..... (Signature)</p> <p>..... (Signature)</p> <p>Dated:</p>

**APPENDIX 1 SALARY STRUCTURE**

<b>Name</b>	<b>Salary on commencement of AWA</b>	<b>Annual salary subject to satisfactory individual performance effective from first full pay period in May 2002 (+2%)</b>	<b>Annual salary subject to departmental performance effective from first full pay period in May 2002 (+2%)</b>	<b>Annual salary subject to satisfactory individual performance effective from first full pay period in May 2003 (+2%)</b>	<b>Annual salary subject to departmental performance effective from first full pay period in May 2003 (+3%)</b>
		<b>(clause 9.1.3)</b>	<b>(clause 9.1.4)</b>	<b>(clause 9.1.5)</b>	<b>(clause 9.1.6)</b>
	<b>(Column 1)</b>	<b>(Column 2)</b>	<b>(Column 3)</b>	<b>(Column 4)</b>	<b>(Column 5)</b>
C J C ELLIOTT	\$99,108	\$101,090	\$103,072	\$105,134	\$108,226
R G LAING	\$99,108	\$101,090	\$103,072	\$105,134	\$108,226
G A LYNCH	\$120,818	\$123,234	\$125,651	\$128,164	\$131,933
P A O'KEEFFE	\$99,108	\$101,090	\$103,072	\$105,134	\$108,226
J VANDER WYK	\$99,108	\$101,090	\$103,072	\$105,134	\$108,226