



**DEPARTMENT OF THE SENATE
ENTERPRISE AGREEMENT**

2012 – 2015

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SECTION 1: INTRODUCTION AND OBJECTIVES

1. INTRODUCTION

1.1 This Agreement is to be known as the *Department of the Senate Enterprise Agreement 2012 – 2015*.

2. 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;
- f. supporting supervisors in managing their employees and resources to achieve results; and
- g. providing enhanced services to the Senate and Senators.

SECTION 2: TECHNICAL AND GENERAL MATTERS

3. COVERAGE

- 3.1 This is an Agreement made under section 172 of the *Fair Work Act 2009* between the Clerk of the Senate and the employees of the Department of the Senate (the department).
- 3.2 This Agreement covers the terms and conditions of employment of employees in the department, but does not apply to:
- a. Senior Executive Service employees; and
 - b. a person whose salary is paid by another department or agency.

4. DEFINITIONS

Agreement	means the <i>Department of the Senate Enterprise Agreement 2012 – 2015</i> .
department	means the Department of the Senate.
departmental guidelines	means relevant policies, guidelines and advices.
employee	means a person who is engaged by the department under the <i>Parliamentary Service Act 1999</i> .
employer	means the Clerk of the Senate (the Clerk) on behalf of the Commonwealth.
FWA	means Fair Work Australia.
HRM	means the Human Resource Management section.
immediate family	means: <ol style="list-style-type: none">a. a spouse, partner, child, parent, grandparent, grandchild, or sibling of the employeeb. a child, parent, grandparent, grandchild or sibling of a spouse or partner of the employeec. a person with whom the employee has a strong affinity for the purposes of which: 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; a “spouse” includes a former spouse, a de facto spouse and a former de facto spouse; 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); and a “partner” includes a former partner.
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> .
part-time employee	means an employee whose agreed hours are less than 37 hours and 30 minutes per week.
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 employed primarily 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 commences operation on the day seven days after the date on which it is approved by FWA. The nominal expiry date of the Agreement is 30 June 2015.
- 5.2 From the commencement of this Agreement, a person or organisation covered by the Agreement will not pursue further claims in relation to terms and conditions of employment that would have effect during the period of operation of this Agreement, except where they are consistent with the Agreement.

6. DELEGATION

- 6.1 The Clerk may, in writing, delegate to or authorise a person to exercise any of the Clerk's powers or functions under this Agreement.

7. EMPLOYMENT SUBJECT TO OTHER LAWS

- 7.1 It is acknowledged that employment is subject to the provisions of the following Acts 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. *Parliamentary Service Act 1999*;
 - e. *Superannuation Act 1976*;
 - f. *Superannuation Act 1990*;
 - g. *Superannuation Act 2005*;
 - h. *Superannuation (Productivity Benefit) Act 1988*;
 - i. *Superannuation Guarantee (Administration) Act 1992*;
 - j. *Superannuation Benefits (Supervisory Mechanisms) Act 1990*;
 - k. *Safety, Rehabilitation and Compensation Act 1988*;
 - l. *Work Health and Safety Act 2011*; and
 - m. *Veterans' Entitlement Act 1986*.

8. DEPARTMENTAL GUIDELINES

- 8.1 The operation of this Agreement is supported by departmental guidelines. These guidelines do not form part of the Agreement.

9. FURTHER AGREEMENTS

- 9.1 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 the 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; and
 - b. the arrangement is genuinely agreed to by the Clerk and the employee.
- 9.2 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.
- 9.3 The Clerk must ensure that the individual flexibility arrangement:
- a. is in writing; and
 - b. includes the names of the Clerk and the employee; and
 - c. is signed by the Clerk and the employee and if the employee is under 18 years of age, is signed by a parent or guardian of the employee; and
 - d. includes details of:
 - I. the terms of the 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. the day on which the arrangement commences.
- 9.4 The Clerk must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5 The Clerk or the 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 the employee agree in writing.

10. APPEALS AGAINST TERMINATION OF EMPLOYMENT

- 10.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those under:
- a. Parts 3-1 and 3-2 of the *Fair Work Act 2009*;
 - b. other Commonwealth laws; and
 - c. common law.
- 10.2 Termination of, or a decision to terminate, employment cannot be reviewed under the procedures in this Agreement for preventing and settling disputes arising under this Agreement.
- 10.3 Nothing in this Agreement prevents the Clerk from terminating the employment of an employee for a breach of the Parliamentary Service Code of Conduct, without notice (or payment in lieu of notice) 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 Parliamentary Service Code of Conduct.

11. PROCEDURES FOR PREVENTING AND SETTLING DISPUTES ARISING UNDER THIS AGREEMENT

- 11.1 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.
- 11.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 11.3 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 supervisor/s and/or manager/s.
- 11.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWA.
- 11.5 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.

- 11.6 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 work 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.

11.7 The parties to the dispute agree to be bound by a decision (including any determination) made by FWA in accordance with this clause.

12. FORMAL ACCEPTANCE OF THE AGREEMENT

12.1 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: _____

Name: Rosemary Laing
Clerk of the Senate

Date

Bargaining representative

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

Signed: _____

Name: _____

Date

SECTION 3: PEOPLE AND PERFORMANCE MANAGEMENT

13. PARLIAMENTARY EXECUTIVE LEVEL EMPLOYEES

- 13.1 The department recognises its Parliamentary Executive level employees as a key group in the delivery of services to the Senate, senators and others.
- 13.2 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;
 - c. work in partnership with each other, and the employees they oversee, to achieve the goals of this Agreement;
 - d. ongoing review of work practices and service provision to achieve continuing improvements in the quality and efficient delivery of those services; and
 - e. move to other positions in accordance with clause 19.1 as a means to achieve improved cooperation, capacity and understanding across work teams and the department.

14. SENATE MANAGEMENT ADVISORY GROUP

- 14.1 The Senate Management Advisory Group will consist of all Parliamentary Executive Level 2 employees.
- 14.2 Parliamentary Executive Level 2 employees and the Program Manager Group will agree on terms of reference describing the purpose and administrative arrangements for the group. These may be reviewed and revised from time to time.

15. PROBATION

- 15.1 Employees will be required to undergo probation in accordance with the relevant departmental guidelines.

16. PERFORMANCE COMMUNICATION SCHEME

- 16.1 The Performance Communication Scheme (the Scheme) provides the framework for performance management and communication between employees, supervisors and managers. The Scheme encompasses:
- a. regular, structured, two-way communication and feedback between employees, supervisors and managers;
 - b. a clear understanding of performance expectations and goals, and of each employee's contribution to the department's corporate plan;
 - c. ongoing learning and professional development goals, which will lead to higher quality departmental services; and
 - d. a fair and objective basis for recognising and rewarding effective performance.

- 16.2 In accordance with relevant departmental guidelines, all managers must ensure that the Scheme is implemented in their section or committee secretariat, and in particular, that:
- a. a realistic, fair and specific performance agreement is set for each employee;
 - b. work performance is monitored and regular two-way feedback is provided;
 - c. the achievement of work objectives and learning and professional development goals is encouraged and facilitated; and
 - d. work objectives are being met, and work performance is being assessed fairly by supervisors.
- 16.3 In accordance with the relevant departmental guidelines, the following requirements 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 four weeks for employees commencing or returning to the department. Where non-ongoing (temporary) employment or a temporary assignment extends beyond 12 weeks, the same requirement applies;
 - c. supervisors and managers will engage in regular two-way feedback with employees on their individual work performance and with 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 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 UNDERPERFORMANCE

- 17.1 While the Scheme provides for a cyclical performance review (see paragraph 16.3(d) above), a performance review may be initiated at any time by the relevant supervisor, manager or program manager, 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 performance "requires development" will require the supervisor to monitor the employee's performance closely over the ensuing eight-week period (four weeks in the case of non-ongoing (temporary) employees) and to implement development strategies to assist the employee to achieve "effective or better" performance assessment by the end of the monitoring period.
- 17.4 Where an ongoing employee does not achieve an overall performance assessment of "effective or better" at the end of the eight-week monitoring period, the unsatisfactory performance provisions below will apply.

- 17.5 Where a non-ongoing (temporary) employee does not achieve an overall performance assessment of “effective or better” at the end of the four-week monitoring period, the employee’s employment may be terminated.

Unsatisfactory performance

- 17.6 Where an ongoing employee receives an overall performance assessment of “unsatisfactory”, or where, in accordance with clause 17.4, an ongoing employee does not achieve an overall performance assessment of “effective or better”, the Clerk 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 an eight-week period in accordance with the relevant departmental guidelines.
- 17.7 At any time during this performance review period, the employee may consent to the cessation of his or her employment. If agreement is reached to cease the employee’s employment he or she will be entitled to a payment equivalent to the balance of the eight-week performance review period. The relevant termination of employment notice period will apply as specified in the *Fair Work Act 2009*, however, the applicable notice period will be deemed to run concurrently with the balance of the performance review period.
- 17.8 If clause 17.7 is not invoked, and at the end of the eight-week performance review 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 eight weeks; or
 - b. reduce the employee’s classification; or
 - c. assign the employee other duties; or
 - d. terminate the employee’s employment.
- 17.9 The employee will have seven days from the date of the notice given by the Clerk to show cause, in writing, why the action notified in the notice should not be taken.
- 17.10 At the end of the seven days, the Clerk, having considered any representations submitted by the employee, may implement the intended action. In the event that the performance review period is extended under paragraph 17.8(a), at the completion of the extended performance review period, clause 17.8 again has effect.
- 17.11 A non-ongoing (temporary) employee whose overall performance is assessed as “unsatisfactory” at any stage during his or her employment period, will have his or her employment terminated.

18. LEARNING AND DEVELOPMENT

- 18.1 Subject to clause 18.2, employees will have a target of 21 hours of work-related learning activities during each 12-month performance communication cycle. These activities will be managed in accordance with the relevant departmental guidelines, having regard to operational requirements and individual learning needs.
- 18.2 The annual target for part-time employees and for employees (either full-time or part-time) who commence mid-cycle will be calculated on a pro rata basis.

- 18.3 Casual and sessional (temporary) employees are not required to meet a learning and development target, but are not precluded from undertaking approved work-related learning activities.

Studybank

- 18.4 In accordance with the relevant departmental guidelines, 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.
- 18.5 Applications for leave without pay to study will be considered under the relevant departmental guidelines.

19. MOBILITY

- 19.1 The Clerk may, in consultation with the relevant program manager and the employee, temporarily move the employee to another position, to facilitate the operational needs of the department.
- 19.2 Requests from employees to move to different positions in the department will be considered in consultation with the relevant supervisors, managers and program managers and, as necessary, the Director, Human Resource Management.

In-house scholarship and understudy programs

- 19.3 In recognition of the value to be gained by the department when employees expand their knowledge of other work areas, an associated field of work or parliamentary knowledge, the department will sponsor in-house scholarship and understudy programs. Nominations will be called for both programs and all employees are eligible to apply.
- 19.4 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 project or research must be undertaken at appropriate times, such as non-sitting or quieter periods and the employee can work on the project or research during working hours. The project or research is to include preparation of a paper which can be published and/or presented at an in-house seminar.
- 19.5 The in-house 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 program may entail a short-term, single-task secondment to the relevant area to understudy the incumbent of the position.
- 19.6 The department may provide up to \$35,000 to fund the costs associated with these programs. Decisions on successful applicants and associated funding will be made 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 of 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 about ongoing coordination and discussion of planning processes, and encourage 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 by supporting the affected employees before, during and after the changes.
- 20.4 The department and employees agree to discuss workplace issues in the spirit of cooperation and trust and the department will ensure that employees not only receive information on workplace matters that affect them, but also have an opportunity to contribute their views on those matters.

Consultation

- 20.5 Clauses 20.5 to 20.14 will apply if:
- a. the Clerk has made a 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 department.
- 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. 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; 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 do not apply.
- 20.13 In clause 20.5, 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 There is to be a Workplace Consultative Committee, chaired by a program manager, and comprising one other program 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 of 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 must report back to the Workplace Consultative Committee on its activities.
- 20.19 Access to appropriate facilities (including communication systems and office equipment) will be provided to members of the Workplace Consultative Committee and members of sub-committees.

21. WORK HEALTH AND SAFETY

- 21.1 To assist in mitigating more serious workplace injury and illness the department will reimburse the cost of medical treatments, generally 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 course of action does not remove or restrict an employee’s entitlement to claim workers’ compensation.

Health and Wellbeing Subsidy

- 21.2 Employees will be paid a taxable Health and Wellbeing subsidy in August each year, to assist with costs associated with, but not limited to:
- a. influenza vaccinations;
 - b. corrective lenses for screen-based equipment;
 - c. health and fitness activities;

- d. professional memberships or subscriptions; and
- e. airline lounge memberships.

- 21.3 The amount of the subsidy will be:
- a. \$600 for an ongoing employee;
 - b. \$500 for a non-ongoing (temporary) employee; and
 - c. \$400 for a sessional or casual employee.
- 21.4 Ongoing employees who commence part-way through the year (August to July) will receive a pro rata payment on commencement.
- 21.5 Non-ongoing (temporary) employees, including sessional or casual employees, who are employed as at 1 August will receive a pro rata payment based on the remaining period of their employment contracts.
- 21.6 Non-ongoing (temporary) employees, including sessional or casual employees, who commence employment after 1 August will receive a pro rata payment of the subsidy (based on the length of their employment contracts) at the commencement of each employment contract, including extensions, up to a maximum of the subsidy.

22. EMPLOYEE ASSISTANCE

- 22.1 The department will provide employees with access to a confidential, professional counselling service, at no cost to employees. Employees may have unlimited access to the service for support in resolving work-related matters and generally up to three sessions for support in resolving personal matters.

23. EXCESS EMPLOYEES

- 23.1 The provisions of clauses 23.2 to 23.31 apply to ongoing employees who are excess to the requirements of the department. They do not apply to:
- a. an employee whose period of probation has not expired; or
 - b. a non-ongoing (temporary) employee.
- 23.2 For the purposes of this Agreement, an employee is excess to the requirements of the department if:
- a. the employee has a classification at which there is a greater number of employees than is necessary for the efficient and cost-effective operations of the department; or
 - b. the services of the employee cannot be effectively used because of technological or other changes in the work methods of the department or changes in the nature, extent or organisation of the functions of the department.

Consultation process

- 23.3 Once the Clerk is aware that an employee is potentially excess to requirements, the Clerk will advise the employee accordingly, and will discuss with the employee and, if requested, his or her nominated representative, the options available, including:
- a. redeployment opportunities for the employee at or below his or her classification; and
 - b. whether voluntary retrenchment might be appropriate.
- 23.4 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.

- 23.5 The Clerk will immediately advise, in writing, those employees who are excess to the department's requirements:
- a. after the discussions in clause 23.3 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 23.3.

Offer of voluntary retrenchment

- 23.6 The Clerk may make one offer of voluntary retrenchment to an excess employee. If the Clerk does so, the employee will have one month in which to accept or decline the offer.
- 23.7 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:
- a. the amount of severance pay, pay in lieu of notice, and payment for unused leave credits;
 - b. the amount of accumulated superannuation contributions;
 - c. the options open to the employee concerning superannuation;
 - d. the taxation rules applying to the various payments; and
 - e. the availability of financial assistance up to a maximum of \$400 for financial advice.
- 23.8 If the employee does not respond to the offer within the one-month period, it will be taken to mean that the employee has declined the offer, and the retention period and redeployment action will continue.
- 23.9 Where the offer is accepted, the Clerk will not give notice of termination before the end of that one-month period without the agreement of the employee.

Notice of termination of employment

- 23.10 Subject to clause 23.9, where the excess employee agrees to the offer of voluntary retrenchment, the Clerk may approve the termination of the employee's employment in accordance with the *Parliamentary Service Act 1999*.
- 23.11 The period of notice of termination of employment:
- 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.
- 23.12 The Clerk can direct, or the employee may request, an earlier termination date within the period of notice.
- 23.13 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

- 23.14 An excess employee whose employment is terminated under the *Parliamentary Service Act 1999* as a result of accepting an offer of voluntary retrenchment is entitled to be paid a severance benefit. The severance benefit is 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.

- 23.15 The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
- 23.16 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.
- 23.17 Where an excess employee's employment is terminated under the *Parliamentary Service Act 1999* as a result of accepting an offer of voluntary retrenchment but the severance benefit payable under clauses 23.14 to 23.16 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 payment been treated as a payment in respect of a bona fide redundancy for tax purposes.
- 23.18 Subject to clauses 23.19 to 23.21, service for severance benefit 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 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:
 - I. an employee was transferred from the Australian Parliamentary Service or the Australian Public Service to that organisation with a transfer of function; or
 - II. an employee engaged by that organisation on work within a function is transferred, 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.
- 23.19 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 repealed section 49 of the *Public Service Act 1922*.
- 23.20 Any period of service which ceased:
- a. through termination on the following grounds, or on a ground equivalent to any of the following grounds:
 - I. the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - II. non-performance, or unsatisfactory performance, of duties;
 - III. inability to perform duties because of physical or mental incapacity;
 - IV. failure to satisfactorily complete an entry level training course;
 - V. failure to meet a condition imposed under subsection 22(6) of the *Parliamentary Service Act 1999*;
 - VI. a breach of the Public Service Code of Conduct or the Parliamentary Service 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 benefit purposes.

- 23.21 Absences from duty which do not count as service for long service leave purposes will not count as service for severance benefit purposes.

Rate of payment – severance benefit

- 23.22 For the purpose of calculating any payment under clauses 23.14 to 23.16, salary will include:
- a. the employee’s salary at their substantive classification; or
 - b. the salary of the higher classification, where the employee has been assigned to the higher classification for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice that his or her employment is to be terminated; and
 - 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

- 23.23 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 will be reduced to reflect that, under the NES, an employee is entitled to redundancy pay in respect of the redundancy pay period.

- 23.24 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.

Redeployment action

- 23.25 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 or below;
 - c. may refer the employee to any redeployment services;
 - d. will 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 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 classification for the balance of the retention period. His or her previous classification will include the salary of a higher classification where the employee has been performing work at the higher classification for a continuous period of at least 12 months immediately preceding the date on which he or she was reduced in classification, provided the employee would have continued to act but for the excess employee situation. The associated salary will also include allowances or loadings which are paid during periods of leave and on a regular basis.

23.26 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 designed to assist the employee in obtaining an alternative placement.

Involuntary retrenchment

23.27 If redeployment action has taken place in respect of an excess employee for two months and:

- a. there is no reasonable prospect of redeployment; and
- b. the Clerk is satisfied that there is insufficient productive work available for the employee within the department during the remainder of his or her retention period;

the Clerk may, with the agreement of the employee, terminate the employment of the employee.

23.28 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 reduced by the NES under clause 23.23 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 reduced under clause 23.23 above (i.e. the NES component).

23.29 The Clerk may terminate the employment of an excess employee at the end of the retention period.

23.30 An excess employee will not be retrenched involuntarily if the employee has not been invited to accept an offer of voluntary retrenchment.

23.31 An excess employee will be given the following notice, or payment in lieu of notice, where it is proposed that he or she 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 4: REMUNERATION AND ALLOWANCES

24. RATES OF PAY

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

Rate of pay – casual (temporary) Parliamentary Educators

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

24.3 The salary advancement provisions, as outlined in clause 26, do not apply to casual (temporary) Parliamentary Educators.

Payment of loading – sessional and casual (temporary) employees

24.4 Sessional and casual (temporary) employees 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 will be paid for all duty performed, excluding overtime.

Salary on commencement or promotion

24.5 Subject to clause 24.6, 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 (as set out in **Appendix 1**).

24.6 The Clerk, having regard to the experience, qualifications and skills of an employee, may authorise payment of salary above the minimum point in the applicable salary range.

24.7 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 exist in the department's salary structure, the Clerk may authorise payment at:

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

24.8 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.

24.9 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.

Salary on temporary assignment to higher classification

24.10 The Clerk may temporarily assign an employee duties at a higher classification. The first two weeks of any temporary assignment will not be paid at the higher classification. 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 classification for the full period of the new temporary assignment providing the period is for one week or more.

- 24.11 The Clerk may approve payment of a salary above the minimum point in the salary range for the higher classification for the period of the temporary assignment if the employee has satisfactorily performed significant periods of duty at the higher classification within the previous two years.
- 24.12 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 classification will be determined by the Clerk on a case-by-case basis. The minimum conditions to apply will be those contained in this Agreement.
- 24.13 The Clerk may, at any time, vary the period of, or rescind, an employee's temporary assignment of duties at a higher classification.

Salary on reduction

- 24.14 Where the Clerk allocates a lower classification 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.
- 24.15 Where an employee elects, in writing, to be temporarily assigned duties at a lower classification, the Clerk will determine the salary point that the employee will be paid while working at the lower classification, having regard to the experience, qualifications and skills of the employee and the circumstances under which the election was made.

Payment of salary

- 24.16 Employees will be paid fortnightly in accordance with the following formula:

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

Salary packaging

- 24.17 Employees may elect to sacrifice salary for other benefits ("salary packaging") in accordance with the relevant departmental guidelines.
- 24.18 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.
- 24.19 Where employees take up the option of salary packaging, their salary for purposes of superannuation, severance and termination payments will be determined as if the salary packaging arrangement had not been in place.

Apprentices

- 24.20 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
1 st year of service	50%	70%
2 nd year of service	60%	80%
3 rd year of service	70%	90%
4 th year of service	80%	100%

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

Supported wage for employees with a disability

24.21 Supported wage rates as set out in **Appendix 2** will apply to an employee with a disability who is eligible, in accordance with, the Supported Wage System.

25. SALARY INCREASES

25.1 In recognition of the commitment to achieving the objectives outlined in clause 2, employees will receive a 3% salary increase in May 2013, May 2014 and May 2015. To be eligible to receive the salary increase in any year, an employee must have received an overall performance assessment of “effective or better” at the end of the annual Performance Communication Scheme cycle (30 April in that year).

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

25.3 Where an employee who has been absent for the entire previous 12 month performance assessment cycle recommences duty, and there are no unresolved performance related issues from the period prior to that absence, 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.

25.4 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 the employee’s salary.

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

25.5 Where an employee receives an overall performance assessment of “requires development” or “unsatisfactory”, the employee will not be entitled to a salary increase under clause 25.1 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 performance assessment of “effective or better”.

26. SALARY ADVANCEMENT WITHIN CLASSIFICATIONS

Salary advancement – general

- 26.1 An employee, not currently at the highest salary point for his or her substantive classification, will advance one salary point in his or her substantive classification, effective from the commencement of the first full pay period in May each year, where the employee:
- receives an overall performance assessment of “effective or better” at the end of the Scheme cycle (30 April); and
 - has completed a minimum of six months’ duty (including periods of paid leave) at his or her substantive classification, or a higher classification, in the 12 months ending 30 April.
- 26.2 An employee who receives an overall performance assessment of “requires development” or “unsatisfactory” will not be entitled to 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 performance assessment of “effective or better”.

Salary advancement – sessional (temporary) employees

- 26.3 A sessional (temporary) employee will advance one salary point in his or her allocated classification, effective from the commencement of the first full pay period in May each year, where the employee:
- receives an overall performance assessment of “effective or better” at the end of the Scheme cycle (30 April); and
 - 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 classification

- 26.4 Subject to the requirements outlined in clause 26.1, employees who, at the time of performance assessment, are on temporary assignment at a higher classification will be eligible to advance one salary point at the higher classification for the remainder of the period on temporary assignment.

Salary advancement – apprentices

- 26.5 Where an employee who is an apprentice in accordance with clause 24.20 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 will commence at the second point of the Australian Parliamentary Service Level 1/2 (Australian Parliamentary Service Level 2 - Upper Band) salary scale.
- 26.6 Where an apprentice gains his or her 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 situation, payment to the apprentice on attaining qualifications will be at the second point of the Australian Parliamentary Service Level 1/2 (Australian Parliamentary Service Level 2 - Upper Band) salary scale.

Movement above the APS Level 1/2 work value barrier

- 26.7 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 employee is assessed as “effective or better”, and competent to perform the duties at Australian Parliamentary Service Level 2 classification.

27. SUPERANNUATION CHOICE

- 27.1 Eligible employees may exercise superannuation choice in accordance with the relevant Commonwealth legislation. The department will only deal with superannuation funds that allow employee and/or employer contributions to be paid through electronic funds transfer.
- 27.2 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.

28. ALLOWANCES

Footwear allowance

- 28.1 Where an employee is required to wear particular footwear, either for work health and safety reasons or as part of a uniform, he or she will be entitled to a footwear allowance of \$274.00 per annum. The allowance will be paid on commencement of his or her employment and then on each anniversary of commencement his or her employment.

House Sitting Allowance and Committee Allowance

- 28.2 The Clerk may authorise the payment of a House Sitting Allowance (HSA) or a Committee Allowance (CA) to employees at Parliamentary Executive levels.
- 28.3 Claims for HSA or CA will be made in accordance with relevant departmental guidelines. Payment of HSA and CA will be made at single time rates for all approved extra duty performed.

Meal allowance

- 28.4 If employees are required to work overtime, or perform additional duty which attracts HSA or CA, 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 \$17.00.
- 28.5 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.

Senior Clerk of Committees allowance

- 28.6 The occupant of the position of Senior Clerk of Committees will be paid an allowance of \$14,078.00 per annum, to be paid as a fortnightly allowance. This allowance is payable in recognition of the added responsibilities of the employee performing the duties of the position.

- 28.7 The following conditions apply to the payment of this allowance:
- a. subject to clause 24.10, it is not payable for the first two weeks of any period of temporary assignment;
 - b. where the occupant of the position is temporarily assigned duties at a Senior Executive Service classification, the allowance will continue to be paid during any period of the temporary assignment that does not attract payment of salary at the higher classification in accordance with clause 24.10;
 - c. it is a taxable allowance but will not count as salary for superannuation purposes;
 - d. the allowance will continue to be paid during periods of paid leave (including “cash out” provisions in clause 35.6); and
 - e. 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

- 28.8 The meal allowance will be reviewed annually in consultation with the Workplace Consultative Committee and, subject to agreement by the Clerk, will be adjusted where necessary.
- 28.9 An annual adjustment will be made from the commencement of the first full pay period in May to the Footwear and Senior Clerk of Committees allowances at the same percentage rate as salary increases outlined in clause 25.1.

SECTION 5: HOURS OF DUTY AND OVERTIME

29. HOURS OF DUTY

Standard hours

- 29.1 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.
- 29.2 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

- 29.3 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.
- 29.4 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 (this does not apply to employees at Parliamentary Executive Level 2 - see clause 32 for arrangements applying to those employees).

Working patterns

- 29.5 As a general principle, a section head should ensure that his or her work area is available for client service between 8.30am and 5.00pm.
- 29.6 An employee's working pattern will be determined by the section head, in consultation with the employee, after considering operational requirements, work health and safety matters, the employee's personal needs and the impact on other employees in the work area.
- 29.7 Employees should not be required to work more than five consecutive hours without a meal break of at least 30 minutes.

Unauthorised absence

- 29.8 As a general principle, employees should advise their supervisor of any unplanned absence by 9.30am on the day of absence.
- 29.9 Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement will cease until he or she resumes duty or is granted leave.

30. PART-TIME WORK, JOB-SHARING AND HOME-BASED WORK

- 30.1 Employee-initiated part-time work arrangements are subject to the approval of the Clerk. Part-time work arrangements will only be approved for a specified period, up to a maximum of 12 months at a time.
- 30.2 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 30.1 will apply.

- 30.3 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 work agreement.
- 30.4 The Clerk may approve a variation to, or early termination of, a part-time work agreement (including a job-sharing arrangement) in consultation with both the employee and the program manager.
- 30.5 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 work agreement.
- 30.6 The Clerk may initiate an offer 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, by agreement, is assigned to a management-initiated part-time position may only convert to full-time employment by being assigned to a full-time position.
- 30.7 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 in this Agreement for part-time employees will apply.
- 30.8 Part-time employees will accrue annual and personal/carer's leave credits on a pro rata basis.
- 30.9 Salary and other benefits, including leave, for part-time employees will be calculated on a pro rata basis, apart from those allowances that are reimbursed, in which case part-time employees will receive the same amount as full-time employees.
- 30.10 Home-based work may be approved by the Clerk in accordance with relevant departmental guidelines.

31. FLEXTIME

- 31.1 Employees up to and including Parliamentary Executive Level 1 may access flextime in accordance with relevant departmental guidelines. The accrual of flex credits and debits, and access to flex leave, is subject to operational requirements and supervisor approval.
- 31.2 An employee may accrue flex credits where there is suitable work available to be performed outside the employee's standard hours, but within the span of hours of 7.30am to 7.30pm Monday to Friday. An employee will not accrue a flex credit in respect of any hours for which he or she has been paid overtime.
- 31.3 The settlement period for flextime purposes is a designated four-week period commencing on a Thursday (payday) and ceasing on the Wednesday four weeks later.
- 31.4 Subject to clause 31.5, the maximum flex credit carryover to the next settlement period is 37 hours and 30 minutes. The maximum flex debit carryover is 10 hours. Supervisors should ensure that employees do not accumulate excess flex credits or debits.
- 31.5 The section head may allow the carryover of flex credits in excess of 37 hours and 30 minutes. Flex debits in excess of 10 hours at the end of a settlement period will be treated as leave without pay, unless approval is granted to use annual or purchased leave to acquit the excess flex debits.
- 31.6 Employees carrying a flex debit at the end of the flextime fortnight will not be eligible for overtime payments until the flex debit has been acquitted. The acquittal will be calculated at the applicable overtime rate.

Reversion to standard hours

- 31.7 Access to the flexitime arrangements may be withdrawn in circumstances where a manager reasonably considers that:
- a. an employee's attendance is unsatisfactory; or
 - b. an employee is misusing the arrangements.
- 31.8 Where access to flexitime arrangements is withdrawn, the employee will revert to standard hours, which will be determined by the manager, after consultation with the employee, within the span of hours.
- 31.9 Access to flexible working arrangements may be restored once the manager is satisfied that the employee's attendance is satisfactory.

32. PARLIAMENTARY EXECUTIVE LEVEL 2 EMPLOYEES – WORKING PATTERNS

- 32.1 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 to maximise client service.
- 32.2 As flexitime 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 for Parliamentary Executive Level 2 employees to attend to unforeseen personal circumstances which would not otherwise be covered by personal/carer's leave.

33. OVERTIME AND TIME OFF IN LIEU

- 33.1 The Clerk may direct employees to work additional hours or overtime. Such a direction must be reasonable in all the circumstances but an employee may refuse to work the additional hours or overtime.
- 33.2 Employees at the Australian Parliamentary Service Levels 1/2 to 6 may claim payment for overtime where they are directed to, and work, outside the hours 8.00am to 6.00pm Monday to Friday.
- 33.3 A part-time employee who is directed to work additional hours may claim for payment as follows:
- a. for any additional hours worked over and above his or her agreed hours up until 5.00pm – at the relevant single time rate; and/or
 - b. where eligible to claim payment for overtime in accordance with clause 33.2 – at the relevant overtime rate.
- 33.4 Sessional or casual non-ongoing (temporary) employees 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.
- 33.5 Overtime is not payable to Parliamentary Executive level employees. The relevant program manager, subject to operational requirements and the employee's personal needs, may approve time off in lieu of significant or consistent unpaid hours not otherwise remunerated by HSA or CA.
- 33.6 Employees who have worked authorised overtime may elect to take time off in lieu (TOIL) of overtime payment. TOIL will be calculated at the applicable overtime rate and subject to clauses 33.10 to 33.12.
- 33.7 Overtime rates are:
- a. Monday to Saturday Time and one half; and
 - b. Sunday Double time.

- 33.8 Subject to clause 33.7, where authorised overtime is worked on a weekday public holiday, the rate will be double time for duty performed outside the standard hours and single time within standard hours as employees are already paid for the public holiday.
- 33.9 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

- 33.10 Employees who elect to take time off in lieu of overtime payments, or who accumulate time off in lieu when travelling for official duty, may bank their TOIL credits to a maximum of 150 hours.
- 33.11 Access to TOIL credits is subject to operational requirements, the employee's personal needs and relevant departmental guidelines. Employees and supervisors are expected to monitor TOIL balances and make appropriate arrangements to enable usage of TOIL credits.
- 33.12 TOIL credits will not be cashed out. However, where an employee ceases employment without having a reasonable opportunity to use all his or her TOIL credits, the delegate may approve payment for the TOIL credits at single time rates.

Volunteer duty at recognised conferences or open days

- 33.13 Employees at the Australian Parliamentary Service classifications 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.
- 33.14 Employees at the Parliamentary Executive levels who volunteer to perform duty, associated with recognised conferences or open days, which is outside standard hours will be eligible to claim time off in lieu on an hour for hour basis.
- 33.15 Where employees at the Australian Parliamentary Service classifications 1/2 to 6 are directed to perform overtime duty associated with such events, and the employees have no discretion, the overtime provisions in clause 33 will apply.

34. SHIFT WORK

- 34.1 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.
- 34.2 Except at the regular changeover of shifts, employees should not be rostered to work more than one shift in each 24 hours.

- 34.3 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 a 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.
- 34.4 Employees working shiftwork will not be entitled to receive a penalty loading for hours claimed as overtime (as per clauses 33.2 and 33.3).
- 34.5 Employees working regular shiftwork will accrue an additional one week of annual leave for each completed 12 month period of continuous service.
- 34.6 The Clerk may approve any proposals for a new roster or arrangement of shift cycles following consultation with the employees concerned, and taking into account operational requirements and the impact of such proposals on the employees concerned.

SECTION 6: LEAVE PROVISIONS

35. ANNUAL LEAVE

- 35.1 Full-time employees will accrue an annual leave credit of 20 days (150 hours) for each full year that they are employed. Annual leave will accrue and be credited to employees on a daily basis.
- 35.2 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.
- 35.3 Consistent with the purpose of annual leave, and subject to clause 35.6, employees are encouraged to utilise their annual leave entitlement within 12 months of it accruing. Where considered necessary to assist with the management of annual leave, a section head or supervisor may require an employee to discuss and agree on a plan for the clearance of his or her annual leave credits.
- 35.4 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 will only be given after consultation has taken place between the program manager and the employee. The employee should be given minimum notice of the direction of one month. Alternatively, and subject to clause 35.6, the employee may seek approval to "cash out" the excess credit.
- 35.5 Employees may request 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.
- 35.6 Employees may apply to "cash out" their annual leave credits subject to the following:
- the employee has taken a minimum of two weeks' (10 days') annual leave in the previous 12 months;
 - the minimum amount that may be paid out in any 12-month period is one week (five days);
 - the cashing out of the leave must not result in the employee's annual leave balance after the cashing out being less than four weeks;
 - a separate written agreement is made between the Clerk and the employee for each period of "cashed out" annual leave; and
 - salary for this purpose will be the employee's ongoing salary, except where the employee has been on temporary assignment at a higher classification for a continuous period in excess of 12 months.
- 35.7 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.

36. PERSONAL/CARER'S LEAVE

- 36.1 Personal/carer's leave may be granted by the Clerk in the following circumstances:
- where an employee is ill or injured or for attendance at a medical or dental appointment;
 - 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;
 - to attend the funeral of a close friend or relative not covered by compassionate leave;
 - to attend to other emergencies as considered appropriate; or
 - where the period of compassionate leave granted to an employee is not sufficient and the employee requires additional leave.

- 36.2 Ongoing employees will receive an initial personal/carer's leave credit of 18 days on the date of their engagement. Thereafter, personal/carer's leave will accrue and be credited on a daily basis, at the rate of 18 days per year.
- 36.3 Non-ongoing (temporary) 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.
- 36.4 Where personal circumstances require, an employee may request 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

- 36.5 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.
- 36.6 Employees will be required to provide a medical certificate, or other documentary evidence, in the following circumstances:
 - a. where the absence exceeds three consecutive working days; or
 - b. where a total of 5 days (37 hours and 30 minutes) personal/carer's leave 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 will be without pay.
- 36.7 The relevant program manager may, as an alternative to the grant of personal/carer's leave without pay under paragraph 36.6(b), grant the employee flex leave, annual or purchased leave.
- 36.8 Notwithstanding paragraph 36.6(b), a supervisor or manager may require an employee to provide a medical certificate, or other documentary evidence, for future personal/carer's leave absences where there is a pattern of regular or significant part-day absences by the employee.
- 36.9 Medical certificates from registered health practitioners will only be accepted for personal/carer's leave purposes where they are issued in accordance with relevant guidelines of the Australian Medical Association.
- 36.10 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.
- 36.11 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*.
- 36.12 Personal/carer's leave will not be debited where an employee is medically unfit for duty on a public holiday, or other closedown day, which the employee would otherwise have observed.
- 36.13 If during a period of annual or long service 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, subject to a medical certificate, or other documentary evidence, being provided. Annual or long service leave will be re-credited to the extent of the period of personal/carer's leave granted.

Extended periods of personal/carer's leave

- 36.14 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.
- 36.15 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 an absence because of illness.
- 36.16 The Clerk may, where such a grant is justified, allow employees with a significant period of service with the Commonwealth, 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

- 36.17 An employee, including a sessional or casual (temporary) employee, who has exhausted his or her paid personal/carer's leave credits, is entitled to two days unpaid carer's leave on each caring occasion.
- 36.18 Periods of unpaid carer's leave granted to a sessional or casual employee will be treated as leave not to count as service for any purpose.

37. COMPASSIONATE LEAVE

- 37.1 An employee is entitled to three days' paid compassionate leave for each occasion when a member of the employee's immediate family, or household:
- contracts or develops a personal illness that poses a serious threat to his or her life; or
 - sustains a personal injury that poses a serious threat to his or her life; or
 - dies.
- 37.2 A sessional or casual (temporary) employee will be entitled to the grant of unpaid compassionate leave in the circumstances outlined in clause 37.1.

38. OTHER TYPES OF LEAVE

Long service leave

- 38.1 The entitlement to long service leave is provided for by the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 38.2 Eligible employees may access long service leave for a minimum period of seven calendar days at any one time.

Purchased leave

- 38.3 The Clerk may approve an application from an ongoing employee for the purchase of between one and four additional whole weeks of leave per year. Salary payments for the purchased leave are averaged over a maximum period of 12 months.
- 38.4 Salary for superannuation purposes will not be affected by an application for purchased leave.
- 38.5 A reconciliation, and any necessary adjustments to the salary deductions, will be made following a salary increase, or where the employee leaves the department, takes a period of leave in excess of six months, or transfers temporarily to another Commonwealth department or agency.

Maternity leave

- 38.6 The entitlement to maternity leave is provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 38.7 Employees entitled to paid leave by 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 payment does not extend the total allowable absence under the Act (i.e. 52 weeks).
- 38.8 In order to provide more flexible administration of maternity leave, an employee may elect to spread the payment for the first 14 weeks of absence and the leave provision in clause 38.7 over a period of up to 28 weeks at a rate no less than half of the 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

- 38.9 An employee who is entitled to unpaid parental leave under the *Fair Work Act 2009* will be entitled, under 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

- 38.10 An employee who is entitled to unpaid adoption leave under the *Fair Work Act 2009*, and who is the primary caregiver for an adopted child, will be entitled to 14 weeks of paid parental leave when an adopted child is placed with the employee. Periods of unpaid parental leave will be treated as leave not to count as service.

Community service leave – jury service

- 38.11 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 other than an amount that is, or that is in the nature of, an expense related allowance.

Community service leave – voluntary emergency management activity

- 38.12 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 that the employee's absence is reasonable in all the circumstances.

National Aboriginal and Islanders Day Observance Committee week leave

- 38.13 The Clerk may grant an employee paid leave for one day per calendar year to enable participation in National Aboriginal and Islanders Day Observance Committee events.

Discretionary leave

- 38.14 The Clerk may grant discretionary leave with or without pay in accordance with the relevant departmental guidelines.
- 38.15 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 and personal/carer's leave will be reduced proportionate to the number of days of discretionary leave without pay taken in that year.

Defence reserve leave

- 38.16 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.
- 38.17 Reservists (including new recruits who have been granted leave to attend recruit/initial employment training) may be granted leave with pay for up to 20 working days per year for peacetime training and deployment. Where all 20 working days are not utilised in a calendar year, the remaining days may be carried forward and used the following year.
- 38.18 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

- 38.19 An employee may be granted leave to enable him or her to perform full-time defence service. Leave may be granted in accordance the relevant departmental guidelines.

War service sick leave

- 38.20 Employees with Defence Force service prescribed by the *Veterans' Entitlement Act 1986* are eligible for additional sick leave.
- 38.21 Eligible employees will be granted war service sick leave credits as follows:
- a. a special one-off credit of nine weeks on commencement; and
 - b. an annual credit of three weeks. A further credit will accrue on completion of each year of service with the department. This credit will accumulate but is subject to a maximum credit balance of nine weeks.

39. PORTABILITY OF ACCRUED LEAVE ENTITLEMENTS AND RECOGNITION OF PRIOR SERVICE

- 39.1 Where an employee moves (including on promotion or for an agreed period) from another Australian Parliamentary Service department, where he or she was an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave (however described) will be recognised, provided there is no break in continuity of service.
- 39.2 Where an employee is engaged as either an ongoing or non-ongoing (temporary) Australian Parliamentary Service employee immediately following a period of ongoing employment in the Australian Public Service, another Commonwealth agency or the Australian Capital Territory Government Service, the employee's unused accrued annual leave and personal/carer's leave (however described) will be recognised.
- 39.3 Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing (temporary) Australian Public Service employee, the Clerk may, at the employee's request, recognise any accrued annual and personal/carer's leave (however described), provided there is no break in continuity of service. Any recognised annual leave excludes any accrued leave paid out on separation.

SECTION 7: PUBLIC HOLIDAYS AND CLOSEDOWN DAYS

40. PUBLIC HOLIDAYS

40.1 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 Easter 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.

40.2 Where the Clerk and an employee agree, another day may be substituted for any public holiday prescribed above.

40.3 Where an employee is receiving half pay or no pay on one side of a 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 on both sides of a public holiday, the employee will receive no pay for the public holiday.

41. CLOSEDOWN DAYS

41.1 The department will close down on the three work days between the Boxing Day and New Year's Day public holidays each year. Employees will be granted discretionary leave with pay for those closedown days.

SECTION 8: MISCELLANEOUS MATTERS

42. TRAVEL ON OFFICIAL BUSINESS

- 42.1 Employees may be required to travel on official business as part of their normal duties.
- 42.2 Official travel should be undertaken in accordance with the Clerk's Instructions and relevant departmental guidelines.
- 42.3 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.
- 42.4 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 33.10 to 33.12.

Class of travel

- 42.5 Employees are entitled to economy class air travel where required to travel on official business within Australia.
- 42.6 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.
- 42.7 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 no more than 10% greater than the economy class airfare, the employee may fly business class for the connecting flight.
- 42.8 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

- 42.9 Subject to clause 42.2, an employee required to travel within Australia on official business, necessitating absence from Canberra overnight, 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.
- 42.10 Subject to clause 42.2, 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.

43. CHILD CARE/FAMILY CARE EXPENSES

- 43.1 Where an employee is required to work additional hours, to travel on official business, at short notice, or is recalled to duty from leave, the Clerk 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; and
 - b. there is no form of suitable unpaid care available to the employee; and
 - c. the manager is informed immediately that the requirement to work or travel may give rise to a claim under this clause, so that alternative work arrangements can be considered.

44. RELOCATION EXPENSES

- 44.1 Subject to clause 44.2, an employee recruited from interstate or overseas and needing to relocate will do so at his or her own expense. This applies to employees on promotion, transfer, movement and engagement.
- 44.2 Where it is considered that relocation assistance should be provided to ensure that the preferred person accepts the offer of employment, the Clerk may approve reimbursement of costs up to \$3,000.

45. LOSS OR DAMAGE

- 45.1 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 loss or damage, as soon as practicable after the occurrence, to their immediate supervisor.

46. NOTICE OF RESIGNATION OR RETIREMENT

- 46.1 Where possible, employees should provide written notice of resignation or retirement to their program manager in accordance with the following periods:
- a. Parliamentary Executive levels four weeks
 - b. APS 1/2 to 6 levels two weeks.
- 46.2 A resignation may not take effect on a public holiday or closedown day.

47. PAYMENT ON DEATH

- 47.1 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 have been entitled on resignation or retirement.

48. INTRODUCTION OF PAID PARKING

- 48.1 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 1 CLASSIFICATION AND SALARY SCALES

CLASSIFICATION	(a)	(b)	(c)	(d)
	SALARY AT COMMENCEMENT (May 2012)	MAY 2013 (+3%)	MAY 2014 (+3%)	MAY 2015 (+3%)
APS Level 1/2	\$44,890	\$46,237	\$47,624	\$49,053
	\$46,736	\$48,138	\$49,582	\$51,070
	\$48,290	\$49,739	\$51,231	\$52,768
	\$49,856	\$51,352	\$52,892	\$54,479
	****	****	****	****
	\$50,465	\$51,979	\$53,538	\$55,144
	\$51,776	\$53,329	\$54,929	\$56,577
	\$53,070	\$54,662	\$56,302	\$57,991
	\$54,625	\$56,264	\$57,952	\$59,690
	\$56,191	\$57,877	\$59,613	\$61,401
APS Level 3	\$57,347	\$59,067	\$60,839	\$62,665
	\$58,831	\$60,596	\$62,414	\$64,286
	\$60,385	\$62,197	\$64,062	\$65,984
	\$61,951	\$63,810	\$65,724	\$67,696
APS Level 4	\$64,316	\$66,245	\$68,233	\$70,280
	\$65,963	\$67,942	\$69,980	\$72,080
	\$67,517	\$69,543	\$71,629	\$73,778
	\$69,084	\$71,157	\$73,291	\$75,490
APS Level 5	\$71,853	\$74,009	\$76,229	\$78,516
	\$73,184	\$75,380	\$77,641	\$79,970
	\$74,738	\$76,980	\$79,290	\$81,668
	\$76,305	\$78,594	\$80,952	\$83,381
APS Level 6	\$80,935	\$83,363	\$85,864	\$88,440
	\$84,071	\$86,593	\$89,191	\$91,867
	\$86,402	\$88,994	\$91,664	\$94,414
	\$88,782	\$91,445	\$94,189	\$97,014
PE Level 1	\$97,816	\$100,750	\$103,773	\$106,886
	\$105,306	\$108,465	\$111,719	\$115,071
	\$109,567	\$112,854	\$116,240	\$119,727
PE Level 2	\$121,680	\$125,330	\$129,090	\$132,963
	\$125,845	\$129,620	\$133,509	\$137,514
	\$130,106	\$134,009	\$138,029	\$142,170

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, provided that the amount payable will not be less than \$75 per week.

Supported salary rate percentages

ASSESSED CAPACITY	% OF RELEVANT SALARY RATE
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

