

**DEPARTMENT OF THE
HOUSE OF REPRESENTATIVES**

**Enterprise
Agreement**

2017-2020

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Part A: AIMS OF THE AGREEMENT

Clause 1 Introduction

- 1.1 This Agreement shall be known as the *Department of the House of Representatives Enterprise Agreement 2017-2020*.
- 1.2 This Agreement will help us to continue to achieve outcomes in accordance with our objectives and outcomes established in our corporate plan. The major elements of the Agreement are:
 - (a) continuation of the broadbanded classification structure with progress through the bands dependent on work value and work performance assessment;
 - (b) continued greater flexibility for working arrangements at the work group level, within broader areas and across the department;
 - (c) continued further flexibility of leave (including monitoring and reporting of all types of absences), allowances and flextime;
 - (d) a 3% rise in base rates of pay for all staff on commencement of the agreement, plus a 2% rise in base rates of pay 12 months from commencement; and a 1% rise in base rates of pay 24 months from the commencement of the agreement; and
 - (e) maintaining weekly working hours at an average of 37.5 hours.

Part B: ADMINISTRATION OF THE AGREEMENT

Clause 2 Parties Bound

- 2.1 The Agreement is made under section 172 of the *Fair Work Act 2009* between the Clerk of the House of Representatives on behalf of the Commonwealth and the staff of the Department of the House of Representatives.
- 2.2 In accordance with s53 of the *Fair Work Act 2009* this Agreement covers:
 - » the Clerk of the Department of the House of Representatives; and
 - » staff of the Department of the House of Representatives.
- 2.3 This Agreement sets out the terms and conditions of employment of staff of the Department who are employed under the *Parliamentary Service Act 1999*, but does not apply to:
 - (a) Senior Executive Service staff; and
 - (b) staff whose salary is paid by another agency.

Clause 3 Agreement Coverage

The Agreement will commence operation seven days after approval by the Fair Work Commission. This agreement expires 3 years from the date of commencement.

Clause 4 Definitions

“Act” means the *Parliamentary Service Act 1999*, as amended from time to time.

“APS” means the Australian Public Service.

“Parliamentary Service” means service in a Department of the Parliament.

“Clerk” means the person for the time being performing the duties of the office of Clerk of the House of Representatives, including a delegate of the Clerk or a person authorised for the purpose by the Clerk.

“continuous service” means continuous employment under the *Parliamentary Service Act 1999*, or the *Public Service Act 1999*, or with the Office of the Governor-General, or periods of service under either act that are continuous.

“Department” means the Department of the House of Representatives.

"defendant" in relation to staff, means:

- (a) the staff member's spouse/partner; or
- (b) a staff member's child or parent; or
- (c) the spouse of the staff member's child or parent, being a child or parent who ordinarily resides with the staff member, who is wholly or substantially defendant upon the staff member.

"family" means a person who:

- (a) is related by blood, marriage or traditional kinship;
- (b) has a strong affinity with the staff member;
- (c) who stands in a bona fide domestic or household relationship with the staff member without discrimination as to sexual preference;
- (d) is a child, adopted child or foster child of the staff member; or
- (e) is a child, adopted child or foster child of the person who stands in a bona fide domestic or household relationship with the staff member; or
- (f) is a former spouse, former de facto spouse or former de facto partner of the staff member.

"industrial action" has the same meaning as in section 19 of the *Fair Work Act 2009*.

"manager" or "supervisor" means the person who has responsibility for overseeing/monitoring/managing/directing or supervising another staff member.

"medical certificate" means a certificate from a qualified medical practitioner or specialist, or a registered health care professional or service provider recognised by a registered health fund or Comcare.

"SES manager" means a person designated by the Clerk to manage particular areas of the Department.

"salary" means the applicable rate specified in Schedule 1, for all purposes. Participation in salary packaging arrangements, purchased leave and other arrangements will not affect salary for these purposes unless specifically authorised.

"sessional staff" means an employee who works in the Department on a casual, on-call basis and who is primarily employed on duties involved with the sittings of the House.

"spouse/partner" includes a person who is living with the staff member on a bona fide domestic basis even though not legally married to the staff member or a partner.

"staff" or "staff member" means a Parliamentary Service employee who works in the Department, whether full-time or part-time, and is employed under and within the meaning of the *Parliamentary Service Act 1999* or its successor.

Clause 5 Supporting Legislation

- 5.1 It is acknowledged that the staff covered by this Agreement are subject to the conditions of employment provided for under various Acts (and regulations or instruments made under those Acts) including:
- (a) *Fair Work Act 2009*;
 - (b) *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*;
 - (c) *Long Service Leave (Commonwealth Employees) Act 1976*;
 - (d) *Maternity Leave (Commonwealth Employees) Act 1973*;
 - (e) *Superannuation Act 1976*;
 - (f) *Superannuation Act 1990*;
 - (g) *Superannuation (Productivity Benefit) Act 1988*;
 - (h) *Superannuation Benefits (Supervisory Mechanisms) Act 1990*;
 - (i) *Work Health and Safety Act 2011*;
 - (j) *Safety, Rehabilitation and Compensation Act 1988*;
 - (k) *Parliamentary Service Act 1999*;
 - (l) *Paid Parental Leave Act 2010*;
 - (m) *Superannuation Guarantee (Administration) Act 1992*;
 - (n) *Superannuation Act 2005*;
 - (o) *Veterans' Entitlements Act 1986*;
 - (p) *Military Rehabilitation and Compensation Act 2004*;
 - (q) *Racial Discrimination Act 1975*;
 - (r) *Sex Discrimination Act 1984*;
 - (s) *Disability Discrimination Act 1992*;
 - (t) *Age Discrimination Act 2004*; and
 - (u) *Human Rights and Equal Opportunity Commission Act 1986*.

5.2 Whilst recognising that the Department is not an agency to which the *Privacy Act 1988* applies, the Department is committed to abide by the principles of that legislation in its dealings with employees, including handling employees' records.

Clause 6 Flexible Arrangements

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

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

6.2 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.

6.3 The Clerk must ensure that the individual flexibility arrangement:

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

- (d) includes details of:
- (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 6.4 The Clerk must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6.5 The Clerk or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Clerk and employee agree in writing – at any time.

Clause 7 Procedures for Preventing and Settling Disputes

- 7.1 If a dispute relates to:
- a) a matter arising under the Agreement; or
 - b) the National Employment Standards;
- this clause sets out procedures to settle the dispute.
- 7.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 7.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 7.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 7.5 The Fair Work Commission may deal with the dispute in 2 stages:
- a) the Fair Work Commission 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 the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 7.6 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 employer 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.
- 7.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

Clause 8 Delegation of Powers

The Clerk may, in writing, delegate to or authorise a person to carry out, any of the Clerk's powers or functions under the Agreement. A power exercisable by a manager under the Agreement may be exercised by the Clerk.

Clause 9 Formal Acceptance of the Agreement

This Agreement is made and approved under section 172 of the *Fair Work Act 2009*. Accordingly, it is an agreement between the employer and employees whose employment is subject to the Agreement.

Signed:



Name: David Russell Elder

Office: Clerk of the House of Representatives

Date: 27 / 11 / 2017

PO Box 6021, Parliament House
Canberra ACT 2600

Signed for and on behalf of employees covered by this Agreement by the Community and Public Sector Union and Bargaining Representatives:



Name: Beth Vincent-Pietsch

Bargaining Representative

Date: 27 / 11 / 2017

Community and Public Sector Union
Deputy Secretary
1/40 Brisbane Avenue
Barton ACT 2600



Name: Glenn Andrew Worthington

Bargaining Representative

Date: 27 / 11 / 2017

PO Box 6021, Parliament House
Canberra ACT 2600



Name: Susan Elizabeth Cardell

Bargaining Representative

Date: 27 / 11 / 2017

PO Box 6021, Parliament House
Canberra ACT 2600



Name: Jessica Jean Butler

Bargaining Representative

Date: 27 / 11 / 2017

PO Box 6021, Parliament House
Canberra ACT 2600

Part C: EMPLOYMENT PRACTICES

Clause 10 Bullying and Harassment Prevention

Information about Bullying and Harassment prevention is available in the Guidelines for Discrimination, Bullying and Harassment Prevention and the Discrimination, Bullying and Harassment Prevention Policy.

Clause 11 Work Performance Management

11.1 Staff agree to have their work performance assessed in accordance with the Department's work performance management guidelines. Work performance assessment will link with the contents of the corporate plan and work area business plans.

Benefits and objectives

11.2 The benefits and objectives of work performance assessment include:

- (a) improving the Department's performance through the development of a stronger performance culture;
- (b) gaining commitment to, and a shared understanding of, business directions being pursued at the team and individual level;
- (c) improving communication between managers and staff;
- (d) providing a fair and objective basis for recognising performance; and
- (e) improving mobility and flexibility in deploying staff.

11.3 At the individual staff member's level the benefits and objectives include:

- (a) a framework for staff to plan and develop career goals and learning needs;
- (b) scope to receive rewards where work performance strongly contributes to organisational objectives and improvements;
- (c) the ability for individuals to develop a clear picture of their role and purpose within the Department;
- (d) a process for obtaining constructive feedback about work performance against measurable standards from others within the organisation; and
- (e) a process to determine progression through pay points at each classification level.

- 11.4 The performance management framework links and includes:
- (a) individual performance assessments flowing from the departmental business plan;
 - (b) a mechanism for feedback on performance (it is an option for staff to use the assessment for referee purposes), personal development and career plans;
 - (c) an instrument for staff to access mobility programs and seek to develop new skills;
 - (d) reliance on more than one assessment point;
 - (e) review by the supervisor's manager; and
 - (f) performance issues being dealt with as they arise and not delayed until the assessment stage.
- 11.5 Training will be provided for all staff to set work and development objectives and to participate in sessions designed to obtain feedback.
- 11.6 Staff may be accompanied by a person of choice at any stage of the procedure to support and/or represent them. A representative requested by a staff member to act in this capacity may include an elected representative, a union workplace delegate or a work colleague.
- 11.7 Further information may be found in the Department's Work Performance Assessment Guidelines.

Clause 12 Consultative Committee and Staff Representatives

- 12.1 The parties to the Agreement will continue to rely on the consultative committee to:
- (a) monitor and discuss workplace issues in a spirit of cooperation and trust; and
 - (b) ensure that staff not only receive information on workplace issues that affect them, but also have an opportunity to contribute their views on those issues.
- 12.2 The consultative committee shall consist of equal numbers of staff and departmental representatives. The committee shall determine its terms of reference.
- 12.3 The Department will make proposed changes to any policies, procedures and guidelines that are in place to support the operation of this Agreement available to the Staff Consultative Committee for comment and feedback, where reasonably practicable, for a period of

four (4) weeks. The Department will take into account any comments or feedback received in relation to the proposed changes prior to the policy, procedure or guideline being finalised.

Staff representation

- 12.4 Staff may, in matters concerning their employment, choose to have a representative of their choice to support or represent them. A representative requested by a staff member to act in this capacity may include an elected representative, a union workplace delegate or a work colleague.
- 12.5 Employees who undertake corporate support roles, or represent other employees, play an important role in maintaining a positive workplace culture. The Department recognises that employees perform these roles in addition to their usual job description. The Department, at its discretion, will provide support to employees where they are required to perform these duties.

Clause 13 Review of Employment Actions

Review of employment actions is provided for staff under Section 33 of the *Parliamentary Service Act 1999*.

Clause 14 Selection and Advancement of Staff

For information about the selection of staff please see the Recruitment and Selection Policy and Procedures and the Policy on Filling Vacancies.

Clause 15 Investing in Staff

- 15.1 The Department recognises the importance of building on the skills and commitment of its staff in achieving its objectives through the life of the Agreement.
- 15.2 The Department will promote employment opportunities to Indigenous people.

Induction

- 15.3 The Department considers that it is crucial for staff who have joined the organisation to become aware of (and remain familiar with) its purpose, goals and key values, their rights and responsibilities and their role in the organisation.

- 15.4 The Department will continue structured processes which ensure that:
- (a) as a high priority, all new entrants will receive appropriate orientation;
 - (b) existing staff who move to new areas also receive induction to their new area; and
 - (c) re-orientation programs are established, where appropriate, for other staff.

Ongoing development

- 15.5 To complement on-the-job learning, and in recognition of the benefits of private study and structured learning and development activities, staff will have access to a target of five days per year for off-the-job learning activities in accordance with individual development plans. These activities will have regard to the effectiveness of individual and team learning within available training budgets, while maintaining operational effectiveness.

Studies Assistance

- 15.6 To help shape future departmental learning and development strategies, staff will continue to have access to relevant external study and to participate in suitable management programs. Further information may be found in the Department's Studies Assistance Guidelines.

Clause 16 Balance for Work, Family and Personal Responsibilities

- 16.1 The following provisions provide staff, in consultation with their manager, the arrangements available for staff to balance work and other responsibilities.
- 16.2 Where the Department is not able to approve leave or any form of flexible employment, for example part time work, the Manager will provide full reasons in writing within 14 days of the request.

Flexible employment options for staff

- 16.3 In accordance with section 65 of the Fair Work Act 2009, the Department offers a range of flexible working arrangements to staff.

Part-time work

- 16.4 Part-time staff are those whose regular hours of work are less than 150 hours over a four week period. Part-time staff will be required to work at least three consecutive hours on any one day.
- 16.5 Salary and benefits for part-time staff will be calculated on a pro-rata basis, apart from expense related allowances or reimbursements and long service leave. Part-time staff will receive the same rate of expense related allowances as full-time staff and long service leave will be calculated in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 16.6 Part-time staff have access to the flexitime scheme and may, by agreement with their manager, vary regular hours of work within an agreed settlement period.
- 16.7 Managers or staff may initiate the introduction or extension of part-time employment. Staff cannot be compelled to convert to, extend or reduce part-time hours.
- 16.8 In accordance with section 65 of the *Fair Work Act 2009*, staff who are parents, or who have responsibility for the care, of a child of school age or younger may request to work part-time hours or other changes to working arrangements. Approval of changes to working arrangements is subject to operational requirements.

Job sharing

- 16.9 Applications from staff to job share will be considered on a case by case basis, subject to operational requirements. Staff working under job sharing arrangements will be considered to be part-time staff. Job sharing may include two or more staff sharing duties to support the House on sitting days.

Home based work

- 16.10 Applications from staff to work at home will be considered. Details about this can be found in the Department's Home Based Work Guidelines.

Variable and part-year employment

- 16.11 Applications from staff to be engaged on a variable and/or part-year basis (eg for sitting periods only) will be considered on a case by case basis.

Phased retirement

- 16.12 To assist mature age employees transition to retirement, employees are able to apply for flexible working arrangements including variable employment, part-time employment, and part-year employment. Applications from staff for phased retirement will be considered on a case by case basis. Options include working fewer hours or working at a lower level.

Encouraging staff health and fitness

- 16.13 The Department recognises that staff who are in good health are likely to be more productive in the workplace. To assist with costs associated with health and fitness activities, staff may be reimbursed up to \$200 per year. To be eligible for payment staff must have completed 12 months service to the Department. Staff who commence part way through the year will be paid a pro-rata amount for completed service during the period.

Career break

- 16.14 Staff may apply for a fixed period of leave without pay of up to three years for additional parental leave, to study or tend to family commitments. The leave will be granted if the delegate considers it is not detrimental to the department and subject to operational requirements. On return from the career break the staff member would resume work at the same level subject to operational requirements.
- 16.15 During this period staff will be able to return to work for short periods either on a full-time or part-time basis, based on operational requirements. They will also be encouraged to attend training courses, seminars and meetings from time to time to maintain contact with the Department.

Dependant care whilst on duty interstate

- 16.16 Staff who incur additional expense in relation to dependants in their care, due to travel on duty interstate may claim expenses. Expenses incurred during other travel may be considered on a case by case basis. Payment of claims will be determined by the Department.

Clause 17 Employee Assistance Program

The Department is committed to providing its staff with access to confidential professional counselling to assist with the resolution of work or personal issues and will continue the employee assistance program.

Clause 18 Supported Wage System

Supported wage rates as set out in Schedule 2 shall apply to staff with disabilities who are eligible for consideration under the Supported Wage System.

Clause 19 Health and Safety

- 19.1 The Department and staff have Health and Safety (H&S) Management Arrangements that enable effective cooperation on H&S matters. The Department's aim under these arrangements is to create and maintain a safe and healthy working environment and fulfill its responsibilities under the *Work Health and Safety Act 2011* (WHS Act).
- 19.2 Under the *Safety, Rehabilitation and Compensation Act 1988*, the Department has ongoing responsibility to manage workers' compensation claims and provide rehabilitation and return to work programs for injured staff.
- 19.3 At work staff must take all reasonably practicable steps to ensure that they:
- (a) do not risk their own health or safety, or that of any other person whether staff or not;
 - (b) cooperate with the Department to allow the Department to meet its duties as an employer under the WHS Act, and
 - (c) use the safety equipment provided to them by the Department in accordance with any instructions about its safe and proper use.
- 19.4 The Department will provide funds for:
- (a) an annual influenza vaccination program, open to all staff; and
 - (b) biennial eyesight tests and contribution for eyewear if caused by or attributed to the use of screen based equipment. For the life of the agreement, the department will reimburse the following:
 - (i) the cost of eyesight testing for screen based equipment
 - (ii) up to \$110 for single focus glasses required for screen based equipment
 - (iii) up to \$170 for bifocal glasses required for screen based equipment
 - (iv) up to \$195 for multifocal glasses required for screen based equipment.

Clause 20 Consultation about Major Change

- 20.1 This term applies if the employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 20.2 For a major change referred to in clause 20.1(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses 20.3 to 20.9 apply.
- 20.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 20.4 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 employer of the identity of the representative;
- the employer must recognise the representative.
- 20.5 As soon as practicable after making its decision, the employer 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 employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

- 20.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 20.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 20.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 20.2(a), 20.3 and 20.5 are taken not to apply.
- 20.9 In this term, 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 employer's 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.

Change to regular roster or ordinary hours of work

- 20.10 For a change referred to in clause 20.1 (b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses 20.11 to 20.15 apply.
- 20.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 20.12 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 employer of the identity of the representative;
- the employer must recognise the representative.

- 20.13 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 20.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 20.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 20.16 In this term: “relevant employees” means the employees who may be affected by a change referred to in subclause (1).

Part D: CONDITIONS OF EMPLOYMENT FOR STAFF

Clause 21 Salary Levels and Structure

- 21.1 The classification structure has the following key elements:
- (a) salary rates being paid according to the value of work performed as assessed against the work level standards for each classification level;
 - (b) two broadbands within the classification structure that allows access to additional remuneration resulting from higher performance at the individual level and operational need, within budget;
 - (c) ongoing or non-ongoing (three months or more) movement within the broadbands will be determined by the relevant SES manager based on an assessment of the value of the work to be performed against the work level standards and the staff member receiving a rating of 'meets requirements' for their work performance;
 - (d) performance assessment and feedback against measurable standards that contributes to:
 - (i) progression within individual classification levels; and
 - (ii) developmental needs being identified to assist individuals improve their performance; and
 - (e) the ability of staff to access salary packaging arrangements.

Classification structure and broadbanding

- 21.2 The classification structure reflects the structure in the Parliamentary Service Classification Rules 2010. Schedule 1 details the salary scale by classification for the life of the Agreement.

Salary advancement between the bands

- 21.3 Ongoing advancement from one broadband to another or to either of the Executive levels will be by a formal merit selection process only.

Salary advancement within the bands

- 21.4 Broadbanding will allow staff suitable for advancement to move to higher salary points within the band, where there is a need for work to

be performed at a higher level, without formal merit selection processes, subject to the requirements of subclause 21.1(c). There is no provision for automatic incremental advancement from one classification to another.

Salary advancement within classification levels

- 21.5 Progression through the classification levels will be based on staff receiving a rating of 'meets requirements' for their work performance, assessed as part of the work performance assessment process and the completion of twelve months (261 working days) at the previous salary point. Further information may be found in the Department's Work Performance Assessment Guidelines.
- 21.6 Staff on higher duties allowance will be eligible for an increment after working at the higher level for 12 months (261 working days) provided they receive a rating of 'meets requirements'. The period of work at the higher level does not need to be continuous.

Sessional staff rate of pay

- 21.7 Staff required to work on a sessional or casual basis will receive a 20% loading on the standard rate of pay in lieu of recreation, personal, miscellaneous leave and public holidays. The standard rate of pay will be used for the purposes of calculating overtime and shift penalty payments. The standard rates of pay are tabulated in Schedule 1.

Work level standards

- 21.8 The parties to the Agreement have developed work level standards (WLS) to identify classification levels within the classification structure and, in particular, within the broadbands.

Short term assignment

- 21.9 The need for staff to undertake short term higher level assignments up to three months will be minimal and based solely on operational needs. In exceptional circumstances, staff may be required to undertake short-term higher level assignments in excess of five days duration with additional pay. Staff who are not in the Senior Executive Service and who are required to temporarily perform work in SES jobs will be paid within the salary range for SES Band 1 in the Department.

Pay rises

- 21.10 All staff will receive a pay increase of 3% to their base rates of pay, effective from the commencement of the agreement; a 2% pay increase 12 months from the date of commencement; and a 1% pay increase 24 months from commencement. The revised rates are set out in Schedule 1.

Clause 22 Salary - Transitional Arrangements

- 22.1 When the agreement comes into operation, staff will move from their current substantive salary point to the salary point set for the level of their current duties, except where a staff member is performing higher duties at the time of translation and is required to continue to undertake work at the higher level. In this case, payment will continue at that level until the need for the current job of work ceases. However, the staff member will be translated to the salary point equivalent to his/her substantive level.

Clause 23 Salary on Engagement or Assignment of Duties

- 23.1 Where a new member of staff commences or an assignment of duties occurs within the Department, the salary payable will be at the minimum point of the salary range applicable to the classification of those duties, unless the Clerk authorises payment of salary above the minimum in that salary range, having regard to the experience, qualifications and skills of the member of staff. These matters should be discussed prior to engagement and commencement.
- 23.2 Where a member of staff elects, in writing, to temporarily perform work at a lower work value level, the Clerk may determine in writing that the member of staff shall be paid a rate of salary applicable to the lower work value level.

Clause 24 Salary Packaging

- 24.1 Salary packaging will continue to be available to staff on a salary sacrifice basis. Staff may choose to sacrifice part of their salary (as set out in Schedule 1) for other benefits. Further information may be found in the Salary Packaging Manual.
- 24.2 All costs, including any fringe benefits tax and administrative costs incurred as a result of the salary packaging arrangement will be met by the staff member.
- 24.3 The total value of the package will be used to determine salary for superannuation purposes, and severance and termination payments.

Clause 25 Method of Salary Payment

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

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

- 25.3 Where a staff member dies, or the Clerk has directed that a staff member will be presumed to have died on a particular date, the Clerk may authorise the payment of the amount to which the former staff member would have been entitled had he or she ceased employment by resignation or retirement. Payment may be made to dependants or the partner of the former staff member or the legal personal representative. If a payment has not been made within twelve months of the person's death, it should be paid to the legal personal representative.

Clause 26 Allowances and Other Conditions

Executive Allowance

- 26.1 The Clerk may authorise the payment of Executive Allowance or, as an alternative, Executive Additional Leave to Executive Band 1-2 employees, in accordance with relevant departmental guidelines.
- 26.2 Where Executive Allowance is payable, payment shall be made at the rate of \$242.75 per night. The rate is adjusted in line with increases in the base rates of pay of the Executive Band 1 classification.
- 26.3 Where an entitlement exists to Executive Additional Leave, it shall be granted on an hour for hour basis up to a maximum of 150 hours per calendar year. Executive Additional Leave may accrue for four years, only, after which staff will be deemed to be on leave until the credit is exhausted.

Meal Allowance

- 26.4 Staff directed to work outside of normal business hours and to the end of a meal period may be paid a meal allowance of \$24.17. For the purpose of this subclause, the meal periods are:
 - (a) on Monday to Friday - 6.30-7.00am and 7.30-8.00pm; and

- (b) on Saturdays, Sundays and Public Holidays - 6.30-7.00am, 12.30-1.30pm and 7.30-8.00pm.

Travelling on duty

- 26.5 Information about travelling on duty may be found in the Department's Travel Guidelines.

Reimbursement for loss or damage to personal effects

- 26.6 The Clerk may approve the reimbursement of claims for the loss or damage to the personal effects of staff, caused as a direct result of duty.

Relocation assistance

- 26.7 The Clerk may determine the extent of any financial assistance for staff on engagement from another locality to Canberra.

Footwear Allowance

- 26.8 The Clerk may issue guidelines for the calculation of a footwear allowance and the provision of footwear. Where an allowance is paid, it shall be no greater than \$300 per annum.

Motor Vehicle Allowance

- 26.9 The Clerk may grant approval for staff to use a private motor vehicle for official purposes. The rates of allowance to be used are those set by the Australian Taxation Office.

Excess travelling time

- 26.10 Staff who are travelling or on duty away from Canberra may claim for additional time in lieu outside the flexitime band width in excess of the time that it normally takes them to get to work. The minimum claim is a $\frac{1}{2}$ hour in any one day or $2\frac{1}{2}$ hours in any fortnight. Only staff who are on a salary point that does not exceed the maximum salary of the Parliamentary Service Level 6 are eligible to claim.

Clause 27 Superannuation

- 27.1 Eligible employees may exercise superannuation choice in accordance with the relevant Commonwealth legislation. The Department's preference is to deal with superannuation funds that allow employee and/or employer contributions to be paid through electronic funds transfer.

- 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 employer contribution payable to the default fund.

Clause 28 Hours of Duty

- 28.1 All full-time staff will be required to work 37.5 hours per week. Printing staff hours of duty may include the rostering of staff on shift arrangements. The ordinary hours of duty for part-time staff are those agreed in their part-time work agreement.

Span of hours

- 28.2 The span of hours during which staff may work normal hours is 7.30am to 7.30pm Monday to Friday (unless otherwise agreed between the relevant manager and staff). Where a staff member requests to work outside this span of hours, eg. on sitting nights, on a Saturday, Sunday or Public Holiday, they may do so with the agreement of their manager. The key consideration will be operational requirements. Any hours worked on this basis will be treated as ordinary hours and will not attract overtime rates.
- 28.3 Managers may request that staff to work outside the span of hours. The key consideration will be the operational requirements of the Department. The overtime and time off in lieu provisions outlined below will apply in such circumstances.

Working patterns

- 28.4 The pattern of hours that staff will work is subject to requirements and will be determined by managers in consultation with staff, however, staff will not be required to work for more than five consecutive hours without a meal break of at least thirty minutes. The parties to the Agreement agree to implement effective working patterns that may include more sharing of duties, varying the hours of working to meet the contingencies of sitting times and supporting committees to better meet the peaks and troughs of work.
- 28.5 Supervisors may grant time off in lieu in recognition of additional hours Executive Band 1-2 staff work and/or for excess travelling time.
- 28.6 Each working day staff are required to record their actual time of arrival and departure and any breaks.

Overtime

- 28.7 Overtime is payable for work performed by staff after the completion of 7 hours 30 minutes and that continues outside the span of hours, providing it is at the direction of the manager. Overtime is paid to staff rostered or directed to work prior to 7.30 am or past 7.30 pm, they will be paid at overtime rates until 8.45 am. Executive level 1-2 staff are not eligible for overtime payments.
- 28.8 The following provisions apply to claims:
- (a) staff working authorised overtime who have a flex debit will not be eligible for an overtime payment until and unless the flex debit has been eliminated. Such debits are to be reduced by the period of overtime worked, with the reduction being calculated at the applicable overtime rate; and
 - (b) staff working authorised overtime, who do not have a flex debit, have the option to take their overtime entitlement as time off in lieu, calculated at the applicable overtime rate.
- 28.9 Overtime rates are as follows:
- (a) on Monday to Friday – time and one half;
 - (b) on Saturday – time and one half for the first three hours and double time thereafter;
 - (c) on Sunday – double time;
 - (d) on a Public Holiday which falls on a week day – double time for duty outside the standard hours;
 - (e) on a Public Holiday for duty within the standard hours – single time as staff are already being paid for the Public Holiday.
- 28.10 In calculating the paid overtime entitlement, a divisor of 37.5 hours is to be used for all staff.
- 28.11 Staff are required to have a rest break of at least 8 hours plus reasonable travelling time between ceasing work on any day and commencing work on the next day. Where such a rest break is not possible because staff are required to attend for duty, they will be paid double ordinary time rates until they have had such a break.

Restriction duty

- 28.12 The Clerk may direct staff to be contactable and to be available to perform overtime outside of their ordinary hours of duty. In these circumstances, staff will be paid an allowance at the rate of 7.5% of their hourly rate of pay (including allowances in the nature of salary) for each hour restricted from

Monday to Friday, 10% for each hour restricted on Saturday and Sunday and 15% for each hour restricted on public holidays and accrued rostered days off.

Flextime

- 28.13 Flextime is a scheme of flexible working hours arrangements that enable staff and managers to vary working hours, patterns and arrangements. The scheme is also intended to provide maximum organisational flexibility with benefits to clients, staff and the Department. Subject to work area requirements, flextime will be available to all staff covered by this Agreement, except Executive level 1-2 staff. The following parameters will apply:
- (a) ordinary hours of duty for full-time staff participating in the flextime scheme are 150 hours over a four week period. For part-time staff, ordinary hours of duty are those agreed in their part-time work agreement;
 - (b) managers and staff may discuss and reach agreement on:
 - (i) the flex credit maximum they wish to apply;
 - (ii) the settlement period they wish to apply up to a maximum of three months;
 - (iii) the maximum period of flex leave which may be taken in the settlement period; and
 - (iv) any other relevant issues for the work area; and
 - (c) in normal circumstances, staff may carry over a maximum of ten hours flex debit accumulated in any one settlement period into the next settlement period. The amount by which the maximum debit is exceeded shall be treated as miscellaneous leave without pay and an appropriate salary deduction will be made.
- 28.14 Managers have a responsibility to manage the hours of duty of staff to ensure that individuals are productively employed and are not building up excessive flex credits without the opportunity to access flex leave.
- 28.15 Access to flexible working arrangements will not apply in circumstances where staff:
- (a) have unsatisfactory attendance; or
 - (b) are misusing the arrangements; or
 - (c) are engaged in any form of industrial action.

- 28.16 Where staff are absent from duty without approval, all pay and other benefits provided under this Agreement will cease to be available until they resume duty or are granted leave.
- 28.17 Where flexible working arrangements no longer apply, staff will revert to standard hours. Standard hours are seven hours and thirty minutes per day, to be worked from 8.45am to 12.30pm and 1.30pm to 5.15pm.

Clause 29 Shift Work

- 29.1 Staff will be considered to be shiftworkers if rostered to perform normal duty outside the period 6.30am to 6pm, Monday to Friday, and/or on Saturdays, Sundays or Public Holidays for an ongoing or fixed period. Except at the regular changeover of shifts, staff should not be rostered to work more than one shift in each 24 hours.
- 29.2 The following penalty loading rates apply:
- (a) 15% of salary for any part of duty performed between the hours of 6pm to 6.30am;
 - (b) 30% of salary for each shift falling wholly within the hours of 6pm and 8am for a period exceeding four weeks;
 - (c) 50% of salary for all rostered time performed on Saturday;
 - (d) 100% of salary for all rostered time performed on a Sunday; and
 - (e) 150% of salary for all rostered time performed on a Public Holiday.
- 29.3 Any proposal for a new roster or arrangement of shift cycles may be made with the approval of the Clerk, following consultation with staff through the consultative committee.

Clause 30 Portability of Accrued Recreation and Personal Leave Entitlements

- 30.1 Staff recruited to the Department directly from another Parliamentary Department or an APS agency will have the credits of recreation and personal or sick leave, however described, accrued, less any leave taken or paid in lieu, in previous Parliamentary Departments or previous APS agencies recognised. This will include recognition of days of leave as whole days, regardless of the length of the day.
- 30.2 Staff recruited to the Department directly from the ACT Government Service or the Office of the Governor-General, will have recreation and personal leave credits accrued, less any leave taken or paid in lieu, recognised.

- 30.3 Staff who have a period of prior service recognised for long service leave purposes in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* may have the period of service also recognised for personal leave purposes, provided that the break in continuous service has not exceeded 2 months.
- 30.4 Where a period of service is recognised for personal leave purposes, accrual will be at the rate specified in clause 32, less any leave taken or paid out in lieu. Where there are no available records of leave taken during a period of prior service, a deduction of 5 days per year of recognised service will be made.
- 30.5 The Clerk may, in exceptional circumstances, recognise a period of service that does not fall within the definition referred to in clause 30.3 for personal leave purposes.
- 30.6 The entitlement to these accrued credits of leave, and any future entitlements to recreation leave and personal leave, will be those prevailing under this Agreement.

Clause 31 Recreation Leave

- 31.1 The annual recreation leave credit will be twenty working days paid recreation leave per year of service. The pro rata provisions of clause 16 apply to part-time staff. The taking of recreation leave is subject to approval of the Clerk. Recreation leave counts as service for all purposes.
- 31.2 Recreation leave accrues on a daily basis. Upon request, staff may access leave at half pay with a half deduction from their leave balances.
- 31.3 Where a public holiday occurs during the course of recreation leave and the staff member is entitled to payment during the period, no deduction will be made from the staff member's recreation leave credit.
- 31.4 Payment of salary in lieu will be made to staff for unused recreation leave at the time of their termination of service from the Parliamentary Service.
- 31.5 Staff may elect to cash out annual leave by separate agreement in writing. Staff who choose to cash out annual leave must take at least two weeks recreation leave in the same calendar year. Staff may elect to take leave and cash out leave at the same time. Leave may not be cashed out if the cashing out would result in the employee's accrued credit being less than four weeks. Leave will be cashed out on an hour for hour basis and paid at the full amount that would have been paid had the staff member taken the leave.

Leave management strategies

- 31.6 All staff with a recreation leave credit in excess of eight weeks (300 hours) on 31 May each year will be required to consult with their SES Manager about recreation leave they will take to reduce their credit. Staff may apply to reduce their leave credit through cashing out (subject to the requirements in clause 31.5). Should a staff member elect to cash out part of their leave, they may have the payment split between the current financial year and the next financial year.

Clause 32 Purchased Leave

Staff may elect to purchase at least one week's additional leave per year up to a maximum of ten weeks. All purchased leave in excess of five weeks will be discounted by 1/3 of the amount in excess of five weeks and must be taken in blocks of a minimum of one week. The taking of purchased leave is subject to approval of the Clerk. Relief arrangements for staff absences under purchased leave are at the discretion of the manager, and will be handled in the same way as for recreation leave arrangements.

Clause 33 Compassionate Leave

- 33.1 Staff are entitled to a period of not less than two days and up to three days of paid compassionate leave for each occasion when a member of the employee's family or household:
- (a) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life; or
 - (b) dies.
- 33.2 Sessional or casual staff will be entitled to unpaid compassionate leave in the circumstances outlined in clause 33.1.
- 33.3 Staff are able to access additional leave in situations of bereavement from their personal leave credits as outlined in clause 34.3 (b).

Clause 34 Personal/Carer's Leave

- 34.1 Personal leave may be accessed and will be granted in a range of situations affecting self and others.
- (a) where staff are ill or injured or for an attendance at a medical appointment.
 - (b) to enable staff to care for members of their family/household who are ill, injured or require support because of personal illness

or injury or an unexpected emergency affecting the employee's family member.

Further information may be found in the Department's Attendance Guidelines.

- 34.2 Staff will accumulate eighteen days personal leave credits at full pay for each year of service with the Department. The pro rata provisions of clause 16.4 apply to part-time staff. Staff, on engagement, will be credited with eighteen days personal leave. Staff employed on non-ongoing contracts will not be credited with 18 days' leave in advance but will accrue personal leave on a daily basis.
- 34.3 Staff have access to personal leave as it accrues on a daily basis. Where personal circumstances require, staff may apply to convert full pay sick leave credits to half pay sick leave credits. When full pay leave is taken at half pay, leave is deducted at half the rate (or twice the amount of leave is provided). Personal leave will not accrue where staff have been absent on leave without pay which does not count as service, or any unauthorised absence.
- 34.4 Staff will not have their services terminated without consent on incapacity grounds before their personal leave credits have been exhausted unless provided by legislation.
- 34.5 Staff who are retired on incapacity grounds, and are subsequently re-engaged as a result of action taken under section 75 of the *Superannuation Act 1976*, are entitled to be credited with personal leave equal to the credit at the time of retirement.
- 34.6 Staff receiving workers compensation for more than forty five weeks or on graduated return to work provisions will accrue personal leave and recreation leave on a pro rata basis for the hours actually worked.
- 34.7 Staff who produce satisfactory medical evidence stating they are unfit for duty during a period of recreation or long service leave will be granted personal leave, subject to available credits. Recreation and long service leave will be re-credited to the extent of any personal leave granted.
- 34.8 Staff who qualify for carers' leave or compassionate leave while on recreation leave and who produce evidence, are eligible for personal or compassionate leave. Recreation leave will be re-credited to the extent of the period of personal leave granted.

- 34.9 Personal leave will not be debited where staff are medically unfit on a public holiday that they would otherwise have observed.
- 34.10 Staff cannot be paid personal leave while on paid maternity leave.
- 34.11 Staff who are absent from work because of illness are not normally able to use leave other than personal leave to cover the absence. However, recreation leave or long service leave may be used on request in the following circumstances:
- (a) recreation leave may be granted where staff have a long-term illness, have been continuously absent for at least 26 weeks and have exhausted all paid personal leave; and
 - (b) long service leave may be granted to staff who have been absent on personal leave because of a long-term illness provided that a report on their state of health is obtained first from a nominated medical practitioner. If the nominated medical practitioner reports that staff are totally and permanently incapacitated, the procedures for incapacity termination of service should be followed.
- 34.12 Where staff are granted personal leave without pay, the period of leave will count as service for the purpose of recreation and personal leave entitlements and for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 34.13 The Clerk may, where such treatment is justified, allow staff with long service a grant of additional leave on pay (usually on half pay) where leave on pay is exhausted.

Leave management strategies

- 34.14 Staff must advise their manager by 10am or as soon as practicable on the date of absence of their absence or their intention to be absent on personal leave.
- 34.15 Supervisors are required to monitor the taking of leave by staff and must discuss the reasons for absences with staff, on their return to duty. Staff will generally not be required to provide a medical certificate to support an application for personal leave arising from personal, family or household injury or illness. Where such leave is excessive, a supervisor may request a certificate. Medical certificates cannot be requested for periods of personal leave taken prior to a supervisor's request for a medical certificate. If it is not reasonably practical for the staff member to provide a medical certificate, a statutory declaration may be provided.

- 34.16 Staff may use flex leave for absences on account of personal leave for periods of a day or less.
- 34.17 Where staff are absent on personal leave for a continuous period of 4 weeks, or for a total of 13 weeks in any 26 week period, or they present a doctor's report stating they are unfit for duty and the prognosis is unfavourable, the directions in clause 44 in *Parliamentary Service Determination 2013* should be applied.
- 34.18 When staff have been on continuous personal leave for less than 13 weeks and it appears that the absence may continue beyond 13 weeks, they may be referred to a nominated medical practitioner for a medical examination. Staff who have been on continuous personal leave for more than 13 weeks must be certified fit by the nominated medical practitioner before they are permitted to return to work.

Clause 35 Serious Illness (Personal) Leave Bank

- 35.1 Staff may donate up to two days per calendar year of their accrued personal leave credits to the Serious Illness (Personal) Leave Bank if they have a minimum of 36 days personal leave.
- 35.2 Further details are available in the Attendance Guidelines.

Clause 36 Defence Reservists Leave

- 36.1 Staff may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- 36.2 A staff member is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
- (a) During the staff member's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
 - (b) With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
 - (c) Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.

- 36.3 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave.
- 36.4 Eligible staff may also apply for recreation leave, long service leave, leave without pay, or they may use flextime for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.

Clause 37 Types of Parental Leave

Maternity Leave

- 37.1 Staff are entitled to up to 52 weeks' maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*. Where 12 months' continuous service, as defined by the *Maternity Leave (Commonwealth Employees) Act 1973* has been satisfied, payment for up to 12 weeks is provided. Staff with an entitlement to payment under the *Maternity Leave (Commonwealth Employees) Act 1973*, will be provided with an additional two weeks, to be taken immediately following the first 12 weeks of maternity leave. The staff member may elect to spread the payment for up to 14 weeks over a maximum period of 28 weeks at a rate of no less than half normal salary. Any such period of leave in excess of 14 weeks will not count as service for any purpose.

Adoption Leave

- 37.2 An employee who adopts a child and who has responsibility for the care of the child is entitled to up to 52 weeks' leave of which up to 14 weeks may be paid, subject to qualifying service requirements. The staff member may elect to spread the payment for up to 14 weeks over a maximum period of 28 weeks at a rate of no less than half normal salary. Any such period of leave in excess of 14 weeks will not count as service for any purpose. Adoption leave is non-gender specific.

Foster Care Leave

- 37.3 An employee who has 12 months continuous service and has parental responsibilities under formal foster care arrangements, may access up to five days paid foster care leave in a calendar year. Foster care leave can be taken at full or half pay. Foster care leave is non-gender specific.

Supporting Partner Leave

- 37.4 An employee who has 12 months continuous service and whose partner gives birth or adopts a child will be entitled to up to four weeks paid supporting partner leave following the birth or adoption of a child.
- 37.5 In accordance with the National Employment Standard staff may extend these forms of leave with unpaid leave. Staff may access this leave through Career Break in subclauses 16.14 and 16.15.

Clause 38 Miscellaneous Leave

- 38.1 The Clerk may approve leave with or without pay, to count as service, or not to count as service for other reasons not covered by other leave types having regard to operational needs of the Department. Further details may be found in the Department's Attendance Guidelines.
- 38.2 Except for miscellaneous leave without pay taken when Personal Leave credits have been exhausted, all other miscellaneous leave without pay will not count for service unless otherwise required by legislation.

Long Service Leave

- 38.3 Staff may access long service leave for a minimum period of seven calendar days at full pay (or 14 days at half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

Christmas stand-down

- 38.4 All staff will be granted three days leave with pay, without deduction from leave credits, between Christmas Day and New Year's Day each year.

Clause 39 Public Holidays

- 39.1 Staff will observe the following Public Holidays observed in the Australian Capital Territory without loss of pay: New Year's Day (or substitute); Australia Day (or substitute); Good Friday and the following Saturday and Monday; 25 April, Anzac Day (or substitute); the Queen's Birthday observance day; the labour day or equivalent; Christmas Day (or substitute); Boxing Day (or substitute) and any further Public Holidays gazetted by the ACT Government.
- 39.2 Where Christmas Day, Boxing Day, New Year's Day and Australia Day fall on a Saturday or Sunday, a day designated under a law of the ACT will be

substituted. The Saturday or Sunday for which substitution is made will be deemed not to be a holiday.

- 39.3 Where a staff member is on duty in another state on a day designated as a Public Holiday in the ACT, they will be granted a day's leave in lieu.

Clause 40 Redeployment, Retirement and Redundancy

- 40.1 For the purposes of this clause, staff (excluding non-ongoing staff) are excess if they are substantively at a level where:
- (a) there are a greater number of staff than is necessary for the efficient and economical working of the Department; or
 - (b) where the services of staff cannot be used effectively because of technological or other changes in the work methods or changes in the nature, extent or organisation of the functions of the Department, or
 - (c) the duties of the staff member are to be performed at a different locality, the employee is not willing to perform duties at that locality and the Clerk has determined that the provisions of this clause apply to the employee.

Consultation process

- 40.2 When the Clerk is aware that staff are likely to become excess to requirements, they will be advised in writing of the situation.
- 40.3 Discussions will be held with the potentially excess staff, and if requested, their representatives, usually within a one month time period, to consider:
- (a) the redeployment opportunities for the staff concerned; and
 - (b) whether voluntary retrenchment might be appropriate.
- 40.4 The Clerk may, prior to the conclusion of these discussions, invite staff who are not potentially excess to express interest in voluntary termination, where those terminations would permit the redeployment of staff who are potentially excess.

Voluntary retrenchment (VR)

- 40.5 Where the Clerk invites excess staff to volunteer for termination, they will have one month to make an election. The Clerk will not give notice of termination before the end of that period or until such an election is received (in circumstances where the election is received before the end of that period). The Clerk may only make one such offer of VR to staff.

Information to be provided

- 40.6 Staff must be given timely information on:
- (a) the amount of severance pay, pay in lieu of notice and paid up leave credits;
 - (b) their amount of accumulated superannuation contributions;
 - (c) their options concerning superannuation;
 - (d) the taxation rules applying to the various payments; and
 - (e) the availability of financial counselling up to a cost limit of \$500.

Period of notice

- 40.7 Where staff agree to be voluntarily retrenched, the Clerk may approve termination and upon approval will give the required Notice of Termination under section 29 of the *Parliamentary Service Act 1999*. The period of notice will be four weeks (or five weeks for staff over 45 years of age with at least five years of continuous service). Where staff terminate or are terminated at the beginning of, or within the notice period, they will receive payment in lieu of notice for the unexpired portion of the notice period.

Severance benefit

- 40.8 Staff who agree to be voluntarily retrenched and have their employment terminated under section 29 of the *Parliamentary Service Act 1999* on the grounds that they are excess to the requirements of the Department, are entitled to be paid a severance benefit 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, subject to any minimum amount the staff member is entitled to under the National Employment Standards. The minimum sum payable will be four weeks' salary and the maximum will be forty-eight weeks' salary. The severance benefit will be calculated on a pro-rata basis for any period where staff have worked part-time hours during their period of service and they have less than twenty-four years full-time service.

- 40.9 Service for severance pay purposes means:
- (a) service in the Department;
 - (b) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - (c) service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the

- Commonwealth does have a controlling interest) which is recognised for long service leave purposes;
- (d) service with the Australian Defence Forces;
 - (e) APS service immediately preceding deemed resignation, if the service has not been previously recognised for severance pay purposes; and
 - (f) service in another organisation where staff were transferred from the APS to that organisation with a transfer of function or service in another organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.
- 40.10 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 staff member before ceasing employment with the preceding employer; and
 - (b) the earlier period of service was with the APS and ceased because the staff member was deemed to have resigned from the APS on marriage under repealed section 49 of the repealed *Public Service Act 1922*.
- 40.11 Any period of service which by way of retrenchment; retirement on grounds of invalidity; inefficiency or loss of qualifications; forfeiture of office; dismissal; termination of probation appointment for reasons of unsatisfactory service; or voluntary retirement at or above the minimum retiring age applicable to staff or with the payment of an employer-financed retirement benefit will not count as service for severance pay purposes.
- 40.12 Absences from work which do not count as service for any purpose will not count as service for severance pay purposes.
- 40.13 For the purpose of calculating the severance benefit, salary will include:
- (a) staff salary; or
 - (b) the salary of the higher position, where staff have been performing work at a higher level for a continuous period of at least twelve months immediately preceding the date on which they are given Notice of Termination; and

- (c) other 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

40.14 Excess staff who do not accept an offer to be voluntarily retrenched will be entitled to one of the following retention periods:

- (a) thirteen months where staff have twenty or more years of service or are over 45 years of age; or
- (b) seven months for other staff.

If a staff member is entitled to a redundancy payment in accordance with the National Employment Standards, the relevant period in the above clause is reduced by the number of weeks redundancy pay that the staff member will be entitled to under the National Employment Standards on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

40.15 The retention period will commence on the earlier of the following:

- (a) the day staff are advised in writing by the Clerk that they are excess staff; or
- (b) one month after the day on which the Clerk invites the staff to elect to be retrenched.

40.16 During the retention period the Clerk:

- (a) will continue to take reasonable steps to find alternative employment for staff; and/or
- (b) may, with four weeks' notice, reduce the classification of excess staff as a means of securing alternative employment for them. Where excess staff are reduced in classification before the end of the appropriate retention period, they will continue to be paid at the previous level for the balance of the retention period.

40.17 During the retention period staff:

- (a) will take reasonable steps to find alternative employment;
- (b) actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement; and

- (c) will be able to seek assignment of duties at level, in isolation from, and not in competition with, other applicants. If the excess staff member is capable of satisfactorily performing the duties, the excess staff member should be assigned these duties.
- 40.18 Excess staff may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.
- 40.19 Where the Clerk is satisfied that there is insufficient productive work available for the excess staff member during the remainder of the retention period, the Clerk may, with the agreement of the staff member, terminate their employment under section 29 of the *Parliamentary Service Act 1999*.
- Upon termination the staff member will be paid a lump sum comprising:
- (a) the balance of the retention period (as shortened for the NES under sub-clause 40.14) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
 - (b) an additional redundancy payment equal to the amount the retention period was shortened by under subclause 40.14.
- 40.20 Excess staff will not be retrenched involuntarily if they have not been invited to elect to be retrenched or have elected to be retrenched but the Clerk refuses to approve it.
- 40.21 Excess staff will be given four weeks' notice (or five weeks if they are over forty-five years of age with at least five years of continuous service) where it is proposed that they will be involuntarily retrenched. Wherever possible, this notice will be concurrent with the retention period.

Clause 41 Period of Notice

- 41.1 Employees resigning from the Department should give their manager two weeks' written notice. The period of notice can be waived or reduced by agreement of the employee and their Manager.
- 41.2 The period of notice given by the department to its non-ongoing employees shall be in accordance with section 117 (3) of the *Fair Work Act 2009*.

Schedule 1 Salary Scales by Classification

| Classification | Current | At commencement | 12 months after commencement | 24 months after commencement |
|--|-----------|-----------------|------------------------------|------------------------------|
| Executive Band 2 | \$140,509 | \$144,724 | \$147,618 | \$149,094 |
| | \$136,982 | \$141,091 | \$143,913 | \$145,352 |
| | \$132,608 | \$136,586 | \$139,318 | \$140,711 |
| Executive Band 1 | \$114,283 | \$117,711 | \$120,065 | \$121,266 |
| | \$110,444 | \$113,757 | \$116,032 | \$117,192 |
| | \$102,457 | \$105,531 | \$107,642 | \$108,718 |
| <i>House of Representatives Band 2:</i> | | | | |
| PS Level 6 | \$93,709 | \$96,520 | \$98,450 | \$99,434 |
| | \$88,140 | \$90,784 | \$92,600 | \$93,526 |
| | \$82,570 | \$85,047 | \$86,748 | \$87,615 |
| PS Level 5 | \$80,758 | \$83,181 | \$84,845 | \$85,693 |
| | \$78,583 | \$80,940 | \$82,559 | \$83,385 |
| | \$76,320 | \$78,610 | \$80,182 | \$80,984 |
| PS Level 4 | \$73,001 | \$75,191 | \$76,695 | \$77,462 |
| | \$70,239 | \$72,346 | \$73,793 | \$74,531 |
| | \$67,474 | \$69,498 | \$70,888 | \$71,597 |
| <i>House of Representatives Band 1:</i> | | | | |
| PS Level 3 | \$65,576 | \$67,543 | \$68,894 | \$69,583 |
| | \$63,308 | \$65,207 | \$66,511 | \$67,176 |
| | \$61,044 | \$62,875 | \$64,132 | \$64,773 |
| PS Level 2 | \$59,235 | \$61,012 | \$62,232 | \$62,854 |
| | \$56,742 | \$58,444 | \$59,613 | \$60,209 |
| | \$54,250 | \$55,877 | \$56,995 | \$57,565 |
| PS Level 1 | \$52,473 | \$54,047 | \$55,128 | \$55,679 |
| | \$50,175 | \$51,680 | \$52,714 | \$53,241 |
| | \$47,955 | \$49,394 | \$50,382 | \$50,886 |

Schedule 2 Supported Wage for Staff with a Disability

1. Employees eligible for a supported wage

- 1.1 This schedule defines the conditions which will apply to staff who, because of the effects of a disability, are eligible for a supported wage. In the context of this schedule, the following definitions will apply.
- 1.2 "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full salary because of a disability, as documented in the Supported Wage System Handbook (available from the JobAccess website).
- 1.3 "Accredited Assessor" means a person accredited by the managing unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- 1.4 "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- 1.5 "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

2. Eligibility Criteria

- 2.1 Staff covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a Disability Support Pension.
- 2.2 This schedule does not apply to any existing staff who have claims against the Department which are subject to the provisions of workers' compensation legislation or any provisions of this Agreement relating to the rehabilitation of staff who are injured in the course of their employment.

3. Supported Wage Rates

- 3.1 Staff to whom these provisions apply shall be paid the applicable percentage of the relevant salary rates under this Agreement, according to the following schedule:

| Assessed Capacity | % of Relevant Salary Rate |
|--------------------------|----------------------------------|
| 10% | 10% |
| 20% | 20% |
| 30% | 30% |
| 40% | 40% |
| 50% | 50% |
| 60% | 60% |
| 70% | 70% |
| 80% | 80% |
| 90% | 90% |

- 3.2 Provided that the minimum amount payable must not be less than the current weekly rate, as determined by the Fair Work Commission.
- 3.3 Where a staff member's assessed capacity is 10%; they must receive a high degree of assistance and support.

4. Assessment of Capacity

- 4.1 For the purpose of establishing the percentage of the relevant salary rate to be paid to staff under this Agreement, the productive capacity of staff will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the Department and the staff member, and if the staff member so desires an eligible union.
- 4.2 Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the Department.

5. Lodgement of Assessment Instrument

- 5.1 All assessment instruments under the conditions of this schedule, including the appropriate percentage of the relevant salary rate to be paid to staff, shall be lodged by the Department with the Fair Work Commission.
- 5.2 All assessment instruments shall be agreed and signed by the parties to the assessment.

6. *Review of Assessment*

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

7. *Other Terms and Conditions of Employment*

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

8. *Workplace Adjustment*

- 8.1 The Department shall take all reasonable steps to make changes in the workplace to enhance staff capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other staff in the work area.

9. *Trial Period*

- 9.1 In order for an adequate assessment of staff capacity to be made, the Department may employ staff under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- 9.2 During the trial period the assessment of capacity shall be undertaken and the proposed salary rate for a continuing employment relationship shall be determined.
- 9.3 The minimum amount payable to the employee during the trial period shall be no less than the current weekly rate, as determined by the Fair Work Commission.
- 9.4 Work trials should include Induction or training as appropriate to the job being trialed.
- 9.5 Where the Department and staff wish to establish a continuing employment relationship following the completion of the trial period, further contracts of employment shall be entered into based on the outcome of assessment under clause 4 of this schedule.

