

Department of the Senate

# Enterprise Agreement 2024–2026

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## SECTION 1:

# Introduction, technical and general matters

## 1. Introduction

- 1.1 This agreement is to be known as the *Department of the Senate Enterprise Agreement 2024-2026*.

## 2. Parties to the agreement

- 2.1 This agreement covers:
- (a) the Clerk of the Senate, for and on behalf of the Commonwealth of Australia as the employer;
  - (b) all employees in the Department of the Senate employed under the *Parliamentary Service Act 1999* other than Senior Executive Service employees or equivalent;
  - (c) subject to notice being given in accordance with section 183 of the *Fair Work Act 2009*, and the following employee organisation which was a bargaining representative for this agreement:
    - i. Community and Public Sector Union.

## 3. Operation of the agreement

- 3.1 This agreement will commence operation seven days after approval by the Fair Work Commission.
- 3.2 This agreement will nominally expire on 9 November 2026.

## 4. Definitions

- 4.1 The following definitions apply to this agreement:

agreement	means the <i>Department of the Senate Enterprise Agreement 2024-2026</i>
Australian Defence Force Cadets	means Australian Navy Cadets, Australian Army Cadets, or Australian Air Force Cadets
bandwidth	means the span of hours during which an employee can perform ordinary hours

casual employee (irregular and intermittent employee)	<p>is an employee engaged under subsection 22(2)(c) of the PS Act who:</p> <ul style="list-style-type: none"> <li>• is a casual employee as defined by the FW Act; and</li> <li>• works on an irregular and intermittent basis</li> </ul>
child	means a biological child, adopted child, foster child, stepchild, or ward
classification or classification level	means the approved classifications as set out in rule 5 of the <i>Parliamentary Service Classification Rules 2010</i> as amended from time to time and any successor legislation
Clerk	means the Clerk of the Senate
de facto partner	means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee
delegate	means someone to whom a power or authority has been delegated
department	means the Department of the Senate
departmental guidelines	means relevant policies and guidelines
dependant	means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support
EAP	means Employee Assistance Program
employee	means an employee of the Commonwealth engaged under subsection 22(2) of the PS Act who is covered by this agreement (whether full-time, part-time or casual, ongoing or non-ongoing)
employee representative	means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement
employer	means the Clerk of the Senate on behalf of the Commonwealth of Australia

family	<p>means:</p> <ul style="list-style-type: none"> <li>• a spouse, former spouse, de facto partner or former de facto partner of the employee;</li> <li>• a child, parent, grandparent, grandchild, or sibling of the employee;</li> <li>• a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;</li> <li>• a member of the employee's household;</li> <li>• a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs; or</li> <li>• a person with whom the Clerk is satisfied the employee has a strong affinity</li> </ul>
family and domestic violence	has the same meaning as in subsection 106B(2) of the FW Act
full-time employee	means an employee employed to work an average of 37 hours and 30 minutes per week in accordance with this agreement
FW Act	means the <i>Fair Work Act 2009</i> as amended from time to time
FWC	means Fair Work Commission
manager	means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor
ML Act	means the <i>Maternity Leave (Commonwealth Employees) Act 1973</i> as amended from time to time and any successor legislation
NES	means the National Employment Standards at Part 2-2 of the FW Act
non-ongoing employee	means an employee engaged for a specified term or for the duration of a specified task in accordance with section 22(2)(b) of the PS Act, consistent with the FW Act
ongoing employee	means an employee engaged under section 22(2)(a) of the PS Act
ordinary hours, duty or work	means an employee's usual hours worked in accordance with this agreement and does not include additional hours
Parliamentary Service	means employment under the <i>Parliamentary Service Act 1999</i> as amended from time to time
partner	means a spouse or de facto partner
part-time employee	means an employee employed to work less than an average of 37 hours and 30 minutes per week in accordance with this agreement

primary caregiver	for the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement
program manager	means a Senior Executive Service employee
Program Manager Group	means the Senior Executive Service employees collectively
PS Act	means the <i>Parliamentary Service Act 1999</i> as amended from time to time
relevant employee	means an affected employee
section head	means an employee at the Parliamentary Executive Level 1 or 2 with management responsibilities for a discrete work unit
secondary caregiver	for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement
TOIL	means time off in lieu

## 5. Delegations

- 5.1 The Clerk may, in writing, delegate or authorise any or all of their powers and functions under this agreement, including this power of delegation, and may do so subject to conditions.

## 6. NES precedence

- 6.1 The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of the department in any respect when compared with the NES.

## 7. Closed comprehensive agreement

- 7.1 This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.
- 7.2 This agreement will be supported by departmental guidelines, as implemented and varied from time to time.

- 7.3 Departmental guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between departmental guidelines and the terms of this agreement, the terms of this agreement will prevail.

## **8. Individual flexibility agreements**

- 8.1 The department 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 agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) remuneration;
    - (vi) leave and leave loading; and
  - (b) the arrangement meets the genuine needs of the department and employee in relation to one or more of the matters mentioned in subclause 8.1(a); and
  - (c) the arrangement is genuinely agreed to by the department and employee.
- 8.2 The department must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the FW Act;
  - (b) are not unlawful terms under section 194 of the FW Act; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 8.3 The department must ensure that the individual flexibility arrangement:
- (a) is in writing;
  - (b) includes the name of the department and employee;
  - (c) is signed by the department and 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 enterprise agreement that will be varied by the arrangement;
    - (ii) how the arrangement will vary the effect of the terms;
    - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - (iv) states the day on which the arrangement commences.
- 8.4 The department must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 8.5 The department 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 department and employee agree in writing – at any time.
- 8.6 The department and employee are to review the individual flexibility arrangement at least every 12 months.

## 9. Formal acceptance of the Agreement

- 9.1 This agreement is made under section 172 of the FW Act. Accordingly, it is an agreement between the employer and the employees who are covered by this agreement.

### Employer

Signed: RD Pye 14 March 2024  
Name: Richard Pye Date  
Clerk of the Senate  
Address: Parliament House, Canberra, Australian Capital Territory, 2600

### Employee bargaining representative

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

Signed: H Dibley 14 March 2024  
Name: Hannah Dibley, *Committee Secretary* Date  
Address: Parliament House, Canberra, Australian Capital Territory, 2600



## SECTION 2:

# Remuneration

## 10. Salary rates

- 10.1 The salary rates are set out in **Appendix 1** of this agreement.
- 10.2 The base salary rates in **Appendix 1** include the following increases:
- (a) 4.0 percent from 9 November 2023 to employees employed by the department on the date of commencement of this Agreement subject to the following;
    - (i) employees who are covered by clause 10.2(a) and who commenced employment on or after 9 November 2023 will have their salary increased from their date of commencement with the department;
  - (b) 3.8 percent from 9 November 2024; and
  - (c) 3.4 percent from 9 November 2025.

## 11. Payment of salary

- 11.1 Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

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

*Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12-year period.*

## 12. Salary setting on promotion and commencement

- 12.1 Where an employee is engaged, moves to or is promoted in the department, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Clerk determines a higher salary within the relevant salary range under these salary setting clauses.
- 12.2 The Clerk may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
- 12.3 In determining a salary under these salary setting clauses, the Clerk will have regard to relevant factors including the employee's experience, qualifications and skills.
- 12.4 Where an employee commences ongoing employment in the department immediately following a period of non-ongoing employment for a specified term or task, the Clerk will determine the payment of the employee's salary within the

relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the department.

12.5 Where an employee commences ongoing employment in the department immediately following a period of casual employment in the department, the Clerk will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the department.

12.6 Where an ongoing employee moves to the department at level from another Parliamentary Service or Australian Public Service agency, and their salary is above the maximum of the salary range for their classification, the Clerk will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.

*Note: for the avoidance of doubt, where an employee's salary is maintained in accordance with clause 12.6, they are not eligible to receive the salary increase in any year until such time as the salary increases in the department overtake their authorised salary point.*

12.7 Where the Clerk determines that an employee's salary has been incorrectly set, the Clerk may determine the correct salary and the date of effect.

### **Salary – Casual Parliamentary Educators**

12.8 Casual employees engaged 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.

12.9 The incremental advancement clauses outlined in clause 13.3 do not apply to casual Parliamentary Educators.

## **13. Incremental advancement**

### **General**

13.1 An employee (other than a casual employee), not currently at the highest salary point for their substantive classification, will advance one salary point in their substantive classification, effective from the commencement of the first full pay period in May each year, where the employee:

- (a) receives an overall performance assessment of "effective or better" at the end of the performance review period (30 April); and
- (b) has completed a minimum of six months' service in the department (including periods of paid leave, periods of unpaid leave that count as service, and service while employed on a non-ongoing basis) at their substantive classification, or a higher classification, in the 12 months ending 30 April.

13.2 An employee who receives an overall performance assessment of "requires development" or "unsatisfactory" will not be entitled to an incremental advancement until they receive a performance assessment of "effective or better". The incremental advancement will be effective from the commencement of the first full pay period following the performance assessment of "effective or better".

## **Casual employees**

- 13.3 A casual employee will advance one salary point in their allocated classification, effective from the commencement of the first full pay period in May each year, where the employee:
- (a) receives an overall performance assessment of “effective or better” at the end of the performance review period (30 April); and
  - (b) undertook their first period of duty at their substantive classification, or a higher classification, between 1 May and 31 October the previous year, and
    - (i) for casual employees who undertake duties involved with the sitting of the Senate - the employee must have been on duty for at least the number of days equivalent to 80 percent of the number of sitting days of the Senate in the previous 12 months ending 30 April; and
    - (ii) for all other casual employees - the employee must have been on duty for at least 36 days in the previous 12 months ending 30 April.

## **Employees on higher duties**

- 13.4 An employee who, at the time of the performance assessment, is performing higher duties will be eligible to advance one salary point at the higher classification effective from the commencement of the first full pay period in May for the remainder of the higher duties period, where the employee:
- (a) receives an overall performance assessment of “effective or better” at the end of the performance review period (30 April); and
  - (b) has completed a minimum of six months’ service in the department (including periods of paid leave) at the higher classification in the 12 months ending 30 April.
- 13.5 An employee who is performing duties at a higher classification, and satisfies the relevant eligibility criteria at that classification, will be eligible for salary progression at both their substantive and higher classifications.

## **Employees on parental leave**

- 13.6 An employee who, at the time of the performance assessment, is on paid or unpaid parental leave will be eligible to advance one salary point at their classification effective from the commencement of the first full pay period in May, where the employee has received an overall performance assessment of “effective or better” prior to the commencement of their leave period.

## **14. Superannuation**

- 14.1 The department will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 14.2 Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.

- 14.3 The department will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the department's payroll system.
- 14.4 The department's default fund is the Public Sector Superannuation Accumulation Plan (PSSap).
- 14.5 Eligible employees may exercise superannuation choice in accordance with the relevant Commonwealth legislation. The department will only deal with superannuation funds that allow contributions to be paid through the SuperStream standard.
- 14.6 Where an employee is in an accumulation superannuation fund other than the department's default fund, the department will make contributions calculated on the basic contribution percentage rate applicable to the default fund and all other rules of the chosen fund will apply.

## **15. Salary packaging**

- 15.1 Employees may elect to sacrifice salary for other benefits (salary packaging).
- 15.2 All costs, including any fringe benefits tax and administrative costs, incurred as a result of the salary packaging arrangement, must be met by the employee.
- 15.3 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.
- 15.4 Further detail is set out in departmental guidelines.

## **16. Overpayments**

- 16.1 An overpayment occurs if the department provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and other amount payable under this agreement).
- 16.2 Where the Clerk considers that an overpayment has occurred, the Clerk will provide the employee with notice in writing. The notice will provide details of the overpayment.
- 16.3 If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Clerk in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
- 16.4 If after considering the employee's response (if any), the Clerk confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the department in full by the employee.

- 16.5 The Clerk and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
- 16.6 The department and employee may agree to make deduction from final monies where there is an outstanding overpayment upon cessation of employment.
- 16.7 Interest will not be charged on overpayments.
- 16.8 Nothing in clauses 16.1 to 16.7 prevents:
- (a) the department from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - (b) the department from pursuing recovery of the debt through other available legal avenues; and
  - (c) the employee or the department from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## SECTION 3:

# Allowances

## 17. Salary on higher duties

- 17.1 Where a role needs to be filled for two or more working weeks, higher duties allowance will be paid for the full period to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
- 17.2 Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Clerk.
- 17.3 Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
- 17.4 Where an employee is assigned only part of the higher duties, the Clerk will determine the amount of allowance payable.
- 17.5 Higher duties allowance will be payable while an employee is acting at a higher classification as part of a job-sharing arrangement where the duration of the arrangement is at least two working weeks.
- 17.6 The Clerk may shorten the qualifying period for higher duties allowance on a case-by-case basis.
- 17.7 An employee who is required to temporarily perform work at a Senior Executive Service classification for a period exceeding two weeks will be paid an annual salary as determined by the Clerk. Other conditions of service applicable to the employee temporarily performing work at the Senior Executive Service classification will be those contained in this Agreement.

## 18. Salary on reduction

- 18.1 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.
- 18.2 Where an employee elects, in writing, to be temporarily assigned duties at a lower classification, the Clerk will determine the salary 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.

## 19. Allowances and reimbursements

### House Sitting Allowance and Committee Allowance

- 19.1 The Clerk may authorise the payment of a House Sitting Allowance (HSA) or a Committee Allowance (CA) to employees at Parliamentary Executive levels.
- 19.2 Claims for HSA or CA will be made as set out in departmental guidelines.
- 19.3 Payment of HSA and CA will be made at:
- (a) single time rates for all approved extra duty performed in addition to an employee's ordinary hours until 10.30pm; and
  - (b) one and one half single time rates for all approved extra duty performed after 10.30pm.

### Meal allowance

- 19.4 If an employee is 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 an allowance of \$24.00 per occasion.
- 19.5 For the purposes of clause 19.4, 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.

### Footwear reimbursement

- 19.6 Where an employee is required to wear particular footwear, either for work health and safety reasons or as part of a uniform, they will be entitled to seek reimbursement for the specified footwear up to the amount of \$200.00 per annum. The reimbursement will be paid as soon as practicable following the anniversary of commencement of their employment with the department and where the employee makes a claim for the reimbursement by providing the relevant tax invoice.

### **Workplace support allowance**

- 19.7 Employees will be paid a taxable workplace support allowance in August each year, to assist with costs associated with, but not limited to:
- (a) corrective lenses for screen-based equipment;
  - (b) health and fitness activities;
  - (c) professional memberships or subscriptions; and
  - (d) airline lounge memberships.
- 19.8 The amount of the allowance will be:
- (a) \$600 for an ongoing employee;
  - (b) \$500 for a non-ongoing employee; and
  - (c) \$400 for a casual employee.
- 19.9 Employees who commence part-way through the year (August to July), or who are granted miscellaneous leave without pay for any purpose during the period, will be paid a pro-rata amount for completed service during the period.

### **Senior Clerk of Committees allowance**

- 19.10 The occupant of the position of Senior Clerk of Committees will be paid an allowance of \$15,998.00 per annum (and adjusted in line with future salary increases), 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.
- 19.11 The following conditions apply to the payment of this allowance:
- (a) subject to clause 17.1, it is not payable for any period less than two weeks of higher duties;
  - (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 higher duties that does not attract payment of salary at the higher classification in accordance with clause 17.1;
  - (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; 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.

### **Workplace responsibility allowance**

- 19.12 A workplace responsibility allowance (WRA) will be paid where an employee who is appointed by the department or elected by eligible peers to one of the following roles:
- (a) First Aid Officer;
  - (b) Health and Safety Representative;
  - (c) Emergency Warden;
  - (d) Harassment Contact Officer; and
  - (e) Mental Health First Aid Officer.



19.13 The minimum rate will be:

Rate from commencement of the agreement	Rate from 9 November 2024	Rate from 9 November 2025
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

19.14 An employee is not to receive more than one WRA unless approved by the Clerk due to operational requirements.

19.15 The full WRA is payable regardless of flexible work and part-time arrangements.

19.16 Casual employees who are eligible to receive a WRA will be paid the full amount, as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

### Community language allowance

19.17 A community language allowance will be paid where the Clerk determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the Clerk.

19.18 Further detail is set out in departmental guidelines.

19.19 The allowance is paid in accordance with the employee's level of competency:

Rate	Standard	Rate from commencement of agreement	Rate from 9 November 2024	Rate from 9 November 2025
1	An employee who has adequate language skills, as determined by an individual or body approved by the Clerk, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the Clerk.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

The allowance is calculated annually and paid fortnightly.

19.21 The full allowance is payable regardless of flexible work and part-time arrangements.

19.22 The allowance is payable during periods of paid leave.

- 19.23 The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

## **20. Loss or damage**

- 20.1 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 their duties at work. Employees are to report any such loss or damage, as soon as practicable after the occurrence, to their immediate manager.

## SECTION 4:

# Working hours and arrangements

## 21. Work Level Standards

- 21.1 The Parliamentary Service Work Level Standards continue to operate and describe the work at each of the classification levels in this agreement, consistent with the *Parliamentary Service Classification Rules 2010*, made in accordance with section 23 of the PS Act.

## 22. Job security

### Commitment to ongoing employment

- 22.1 In its engagement decisions, the department recognises that the usual basis for engagement is as an ongoing employee.

### Reporting

- 22.2 The department will report to the Workplace Consultative Committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual arrangements in the department.

### Pathways to permanency

- 22.3 The department will comply with the casual conversion provision of the FW Act. In addition, the department recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

## 23. Casual employment

- 23.1 A casual (irregular and intermittent) employee is defined in clause 4 of this agreement.
- 23.2 A decision to expand the use of casual employees is subject to clause 66.4 of this agreement.
- 23.3 The department will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular and intermittent duties, and report de-identified outcomes to the Workplace Consultative Committee.

- 23.4 Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25 percent loading on the base hourly rate of their classification level.
- 23.5 The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
- 23.6 A casual employee shall be engaged for a minimum of three hours per engagement or shall be paid for a minimum of three hours at the appropriate casual rate.

## 24. Non-ongoing employment

- 24.1 A non-ongoing employee is defined in clause 4 of this agreement.
- 24.2 Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
- (a) personal/carer's leave accrual at clause 36.3.
  - (b) the redundancy provisions at clause 71; and
  - (c) other conditions as specified in this agreement.

## 25. Working hours

### Standard hours

- 25.1 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.
- 25.2 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.
- 25.3 Employees should not be required to work more than five consecutive hours without a meal break of at least 30 minutes.
- 25.4 For leave recording purposes, the standard hours for full-time employees are 8.30am to 12.30pm and 1.30pm to 5.00pm.
- 25.5 As a general principle, a section head should ensure that their work area is available for client service between 8.30am and 5.00pm.

### Unauthorised absence

- 25.6 Employees should advise their managers of any unplanned absence by 9.30am on the day of absence.
- 25.7 Where an employee is absent from duty without approval, all pay and other benefits provided under this agreement will cease until the employee resumes duty or is granted leave.

## 26. Flextime

- 26.1 Australian Parliamentary Service Level 1 to 6 employees and Parliamentary Executive Level 1 (other than casual employees) may access flextime as set out in departmental guidelines. The accrual of flex credits and debits, and access to flex leave, is subject to operational requirements and manager approval.
- 26.2 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 they have been paid overtime.
- 26.3 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.
- 26.4 Subject to clause 26.5, the maximum flex credit carryover to the next settlement period is 37 hours and 30 minutes. The maximum flex debit carryover is ten hours. Managers should ensure that employees do not accumulate excess flex credits or debits.
- 26.5 The section head may allow the carryover of flex credits in excess of 37 hours and 30 minutes. Flex debits in excess of ten hours at the end of a settlement period will be treated as leave without pay, unless approval is granted to use annual leave to acquit the excess flex debits.

### Reversion to standard hours

- 26.6 Access to the flextime 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.
- 26.7 Where access to flextime 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.
- 26.8 Access to flexible working arrangements may be restored once the manager is satisfied that the employee's attendance is satisfactory.

## 27. TOIL for Parliamentary Executive Level 2 employees

- 27.1 Parliamentary Executive Level 2 (PEL2) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- 27.2 PEL2 employees seeking to access TOIL are required to keep records of their working hours using a method determined by the department.
- 27.3 A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.

- 27.4 The working arrangements for a PEL2 employee should be agreed through discussion between the manager and the PEL2 employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
- 27.5 A PEL2 employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the PEL2 employee and their manager.
- 27.6 The pattern of hours is to be flexible enough to accommodate short term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
- 27.7 Requests from PEL2 employees to access flexible time off which are consistent with their agreed working hour arrangements are to be supported, subject to operational requirements.

## **28. Overtime and TOIL**

- 28.1 The Clerk may direct employees to work reasonable additional hours or overtime. Such a direction must be reasonable in all the circumstances. An employee may refuse to work the additional hours or overtime which are not reasonable.
- 28.2 Employees at the Australian Parliamentary Service Levels 1 to 6 who have worked authorised overtime may elect to take TOIL in lieu of overtime payments. TOIL will be calculated at the applicable overtime rate and subject to clauses 28.9 to 28.11.

### **Definition of overtime – full-time and part-time employees**

- 28.3 For full-time employees at Australian Parliamentary Service Levels 1 to 6, overtime is any time the employee is directed to work, and the employee works, that is:
- (a) outside of the span of hours of 8.00am and 6.00pm Monday to Friday; or
  - (b) on a Saturday, Sunday or public holiday.
- 28.4 For part-time employees at the Australian Parliamentary Service Levels 1 to 6, who are directed to work additional hours may claim for payment as follows:
- (a) for any additional hours worked over and above their agreed hours up until 6.00pm – at the relevant single time rate; and/or
  - (b) outside of the span of hours of 8.00am and 6.00pm Monday to Friday or on a public holiday – at the relevant overtime time.

### **Definition of overtime – casual employees**

- 28.5 For casual employees at the Australian Parliamentary Service Levels 1 to 6, overtime is any time the employee is directed to work, and the employee works, that is:
- (a) in excess of 7 hours and 30 minutes on a weekday;
  - (b) on a Saturday or Sunday; or
  - (c) on a public holiday.

## Payment for overtime

- 28.6 Where an employee is directed to work and works overtime, the employee will be paid as follows:
- (a) Monday to Saturday – time and one half; and
  - (b) Sunday – double time.
- 28.7 Subject to clause 28.6 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.
- Note: An employee is entitled to single time for overtime performed within the standard hours as the employee already receives payment at the single time rate for the standard hours falling on the public holiday.*
- 28.8 Notwithstanding clauses 28.3 and 28.4, 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, they will be paid double time rates until they have had a nine-hour break.

## TOIL bank

- 28.9 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. TOIL for travel purposes will be at single time rates.
- 28.10 Access to TOIL credits is subject to operational requirements, the employee's personal needs and departmental guidelines. Employees and managers are expected to monitor TOIL balances and make appropriate arrangements to enable usage of TOIL credits.
- 28.11 TOIL credits will not be cashed out. However, where an employee ceases employment without having a reasonable opportunity to use all their TOIL credits, the Clerk may approve payment for the TOIL credits at single time rates for employees at the Australian Parliamentary Service Levels 1 to 6.

## 29. Shiftwork

- 29.1 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, or on Saturdays, Sundays or public holidays for an ongoing or fixed period.
- 29.2 Except at the regular changeover of shifts, employees should not be rostered to work more than one shift in each 24 hours.
- 29.3 The following penalty loading rates will apply:
- (a) 15 percent of salary for the shift where any part of the duty is performed between the hours of 6.00pm to 6.30am;

- (b) 30 percent of salary for each shift falling wholly within the hours of 6.00pm and 8.00am for a period exceeding four weeks;
- (c) 50 percent of salary for all rostered time performed on a Saturday;
- (d) 100 percent of salary for all rostered time performed on a Sunday; and
- (e) 150 percent of salary for all rostered time performed on a public holiday.

For casual employees, a 25 percent casual loading is paid in addition to the penalty loading rate (see clause 23.4).

- 29.4 Employees working shiftwork will not be entitled to receive a penalty loading for hours claimed as overtime.
- 29.5 For an employee at Australian Parliamentary Service Levels 1 to 6, overtime is any time the employee is directed to work, that is:
- (a) beyond their rostered hours on a day; or
  - (b) in excess of 37 hours and 30 minutes in a week.
- 29.6 Where an employee is directed to work and works overtime, the employee will be paid as follows:
- (a) Monday to Saturday – time and one half;
  - (b) Sunday – double time; and
  - (c) Public holiday – double time and a half.
- For casual employees, no casual loading is paid in addition to the overtime rate (see clause 23.4).
- 29.7 Employees working regular shiftwork will accrue an additional one week of annual leave for each completed 12 month period of continuous service.
- 29.8 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.

## 30. Flexible working arrangements

- 30.1 The department, employees and their union recognise:
- (a) the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - (b) access to flexible work can support strategies to improve diversity in employment and leadership in the Parliamentary Service;
  - (c) access to flexible work supports Parliamentary Service capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
  - (d) that flexibility applies to all roles in the department, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and



- (e) requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- 30.2 The department is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the department at all levels. This may include developing and implementing strategies through the Workplace Consultative Committee.
- 30.3 Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and working from home.

### **Requesting formal flexible working arrangements**

- 30.4 The following provisions do not diminish an employee's entitlement under the NES.
- 30.5 An employee may make a request for a formal flexible working arrangement.
- 30.6 The request must:
  - (a) be in writing;
  - (b) set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - (c) set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
- 30.7 The Clerk must provide a written response to a request within 21 days of receiving the request.
- 30.8 The response must:
  - (a) state that the Clerk approves the request and provide the relevant detail in clause 30.9; or
  - (b) if following discussion between the department and the employee, the department and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
  - (c) state that the Clerk refuses the request and include the following matters;
    - (i) details of the reasons for the refusal; and
    - (ii) set out the department's particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - (iii) either:
      - (a) set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
      - (b) state that there are no such changes; and

- (iv) state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures in this agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.
- 30.9 Where the Clerk approves the request this will form an arrangement between the department and the employee. Each arrangement must be in writing and set out:
  - (a) security and work health and safety requirements;
  - (b) a review date (subject to clause 30.13); and
  - (c) the cost of establishment (if any).
- 30.10 The Clerk may refuse to approve the request only if:
  - (a) the department has discussed the request with the employee; and
  - (b) the department has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
  - (c) the department and the employee have not reached such an agreement; and
  - (d) the department has had regard to the consequences of the refusal for the employee; and
  - (e) the refusal is on reasonable business grounds.
- 30.11 Reasonable business grounds include, but are not limited to:
  - (a) the new working arrangements requested would be too costly for the department;
  - (b) there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - (c) it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - (d) the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - (e) the new working arrangements requested would be likely to have a significant negative impact on the service the department provides; and
  - (f) it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
- 30.12 For First Nations employees, the department must consider connection to country and cultural obligation in responding to requests for altering the location of work.
- 30.13 Approved flexible working arrangements will be reviewed by the department and the employee after 12 months, or a shorter period if agreed by the employee. This is to ensure the effectiveness of the arrangement.

## **Varying, pausing or terminating flexible working arrangements**

- 30.14 An employee may request to vary an approved flexible working arrangement in accordance with clause 30.6. An employee may request to pause or terminate an approved flexible working arrangement.
- 30.15 The Clerk may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 30.17.
- 30.16 The department must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
- 30.17 Prior to varying, pausing or terminating the arrangement under clause 30.15, the agency must have:
- (a) discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - (b) genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
  - (c) had regard to the consequences of the variation, pause or termination for the employee;
  - (d) ensured the variation, pause or termination is on reasonable business grounds; and
  - (e) informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 30.8(c).

## **Working from home**

- 30.18 The department will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
- 30.19 The department may provide equipment necessary for, or reimbursement, for all or part of the costs associated with, establishing a working at home arrangement.
- 30.20 An employee working at home is covered by the same employment conditions as an employee working at an office site under this agreement.
- 30.21 The department will provide employees with departmental guidelines on working from home safely.
- 30.22 Employees will not be required by the department to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the department will consider the circumstances of the employees and options to achieve work outcomes safely.

## **Ad-hoc arrangements**

- 30.23 Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short term arrangements for circumstances that are not ongoing.
- 30.24 Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 30.25 Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 30.4 to 30.13.
- 30.26 The department should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
- 30.27 Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the department should consider whether it is appropriate to seek to formalise the arrangement with the employee.

## **Altering span of hours**

- 30.28 An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the Clerk, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. The department will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

## **31. Part-time work**

- 31.1 Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- 31.2 Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
- 31.3 The Clerk may initiate an offer of part-time employment. 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.
- 31.4 Before commencing part-time work, an employee and the Clerk must agree in writing a regular pattern of work, specifying the days of the week upon which the employee will work and the commencing and finishing times of work. This pattern of work will not be varied without the consent of the employee and any agreed variations will be recorded in writing.
- 31.5 Employees returning from parental leave will be entitled to access part-time work, within two years of the birth of the child. At the end of the 24-month period, a further flexible work arrangement may be sought.

- 31.6 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 are part-time employees.
- 31.7 Salary and other benefits (such as paid annual or personal/carer's leave accruals), excluding expense related allowances and reimbursements or where the context suggests otherwise, for part-time employees will be calculated on a pro-rata basis.

## 32. Closedown days

- 32.1 The department will close down on the three work days between the Boxing Day and New Year's Day public holidays each year. Employees that would otherwise be required to work on those days will be granted miscellaneous leave with pay for those closedown days.

## 33. Public holidays

- 33.1 Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- (a) 1 January (New Year's Day);
  - (b) 26 January (Australia Day);
  - (c) Good Friday and the following Monday;
  - (d) 25 April (ANZAC Day);
  - (e) the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - (f) 25 December (Christmas Day);
  - (g) 26 December (Boxing Day); and
  - (h) any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or 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.
- 33.2 If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 33.3 The Clerk and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 33.4 The Clerk and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.

- 33.5 Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
- 33.6 Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. If on long service leave on half pay, payment is at half pay.)
- 33.7 If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 33.1(a) to 33.1(h).
- 33.8 An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
- 33.9 Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Clerk may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited equivalent amount of time to their regular hours for the day in flex credits or TOIL for PEL2 employees in recognition of the planned day off.

## SECTION 5:

# Leave provisions

### 34. Annual leave

- 34.1 Employees (other than casual employees) will accrue an annual leave credit of 20 days (4 weeks) for each full year of service. Annual leave will accrue and be credited to employees on a daily basis. Annual leave for part-time employees accrues on a pro-rata basis.
- 34.2 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.
- 34.3 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 Clerk 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 Clerk and the employee. The employee should be given minimum notice of the direction of one month. Alternatively, and subject to clause 34.5, the employee may seek approval to "cash out" the excess credit.
- 34.4 Employees may request to take their accrued annual leave entitlement at half pay over a period twice as long as the number of days of leave deducted. However, unless approved by the Clerk, annual leave may not be taken at half pay where the employee has an excess leave balance.
- 34.5 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.
- 34.6 Employees may apply to "cash out" their annual leave credits subject to the following:
- (a) 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;
  - (b) the employee must have taken at least two weeks of annual leave or long service leave (or an equivalent pro rata amount for part-time) in the 12 months preceding the request to cash out leave;
  - (c) a separate written agreement is made between the Clerk and the employee for each period of "cashed out" annual leave; and
  - (d) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- 34.7 Where an employee's approved annual leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, they will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.

## 35. Purchased leave

- 35.1 The Clerk may approve an application from an ongoing employee for the purchase of up to a maximum of two weeks of purchased leave per 12 month period. Salary payments for the purchased leave are averaged over a maximum period of 12 months.
- 35.2 Salary for superannuation purposes will not be affected by an application for purchased leave.

## 36. Personal/carer's leave

- 36.1 Employees will be entitled to 18 days personal/carer's leave for each full year of service. Personal/carer's leave for part-time employees accrues on a pro-rata basis.
- 36.2 Ongoing employees (other than an employee who has unused accrued personal/carer's leave, however described, recognised in accordance with clause 38) 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 for each year of service.
- 36.3 For non-ongoing employees, personal/carer's leave will be credited as follows:
- (a) Where a non-ongoing employee does not have a personal/carer's leave credit upon their commencement with the department (including under clause 37), they will be provided a credit equivalent to the lesser of:
    - (i) the entitlement for one full year of service; or
    - (ii) a pro-rata entitlement for the period of service of their non-ongoing engagement if the non-ongoing engagement is less than 12 months.
  - (b) A non-ongoing employee will accrue personal/carer's leave daily, if the employee has not received a credit under clause 36.3(a), or after the shorter of:
    - (i) 12 months from the employee has received a credit under clause 36.3(a) (i); or
    - (ii) the employee's initial non-ongoing engagement has ended.
- 36.4 Personal/carer's leave may be granted by the Clerk in the following circumstances:
- (a) due to personal illness or injury;
  - (b) to attend appointments with a registered health practitioner;
  - (c) to manage a chronic condition;
  - (d) to provide care or support for a family or household member or a person they have caring responsibilities for, because:
    - (i) of a personal illness or injury affecting the other person; or
    - (ii) of an unexpected emergency affecting the other person;
  - (e) to attend the funeral of a close friend or relative not covered by compassionate leave; or
  - (f) where the period of compassionate leave granted to an employee is not sufficient and the employee requires additional leave.



- 36.5 A person that an employee has caring responsibilities for may include a person who needs care because they:
- (a) have a medical condition, including when they are in hospital;
  - (b) have a mental illness;
  - (c) have a disability;
  - (d) are frail or aged; or
  - (e) are a child, not limited to a child of the employee.
- 36.6 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 to receive twice the amount of personal/carer's leave. Where a public holiday falls within a period of personal/carer's leave taken at half pay, the employee will not be taken to be on paid personal/carer's leave and the rate of pay for the public holiday will be full pay.

### **Granting of personal/carer's leave**

- 36.7 The granting 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.
- 36.8 Employees will be required to provide documentary evidence in the following circumstances:
- (a) where the absence exceeds three consecutive working days; or
  - (b) where a total of eight days personal/carer's leave not supported by documentary evidence has been taken in the calendar year;
- otherwise the grant of personal/carer's leave will be without pay.
- 36.9 The Clerk may, as an alternative to the grant of personal/carer's leave without pay under subclause 36.8(b), grant the employee flex leave or annual leave.
- 36.10 Notwithstanding subclause 36.8(b), a manager may require an employee to provide documentary evidence, for future personal/carer's leave absences where there is a pattern of regular or significant absences by the employee.
- 36.11 Where an employee has exhausted their 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.
- 36.12 An employee will not be entitled to access paid personal/carer's leave while also entitled to paid leave under the ML Act.
- 36.13 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.

## **Evidence**

- 36.14 Acceptable evidence includes:
- (a) a certificate from a registered health practitioner
  - (b) a statutory declaration; or
  - (c) another form of evidence approved by the Clerk.
- 36.15 A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

## **Extended periods of personal/carers leave**

- 36.16 An employee who is absent from work because of illness is not normally able to use leave other than personal/carers leave to cover the absence. However, where the employee has exhausted all paid personal/carers leave, the Clerk may, as an alternative to the grant of personal/carers leave without pay, approve the use of annual leave and/or long service leave for an absence because of illness.
- 36.17 The Clerk may, where such a grant is justified, allow an employee with a significant period of service with the Commonwealth a grant of additional personal/carers leave with pay where all paid personal/carers leave and other leave entitlements have been exhausted.

## **Unpaid carers leave**

- 36.18 An employee who has exhausted their paid personal/carers leave credits, is entitled to two days' unpaid carers leave on each caring occasion.
- 36.19 A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access two days unpaid carers leave per occasion, consistent with the NES.
- 36.20 Periods of unpaid carers leave granted to a casual employee will be treated as leave not to count as service.

## **37. Portability of leave**

- 37.1 Where an employee moves into the department from another Parliamentary Service or Australian Public Service agency where they were an ongoing Parliamentary Service or Australian Public Service employee, the employee's unused accrued annual leave and personal/carers leave will be transferred, provided there is no break in continuity of service.
- 37.2 Where an employee is engaged in the department immediately following a period of ongoing employment in the ACT Government Service, the employee's unused accrued annual leave and personal/carers leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.

- 37.3 Where a person is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed as a non-ongoing Parliamentary Service or Australian Public Service employee (whether in the department or another), at the employee's request, any unused, accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
- 37.4 Where an employee is engaged as a non-ongoing Parliamentary Service or Australian Public Service employee, and immediately prior to the engagement the person was employed as a non-ongoing Parliamentary Service or Australian Public Service employee (whether in the department or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
- 37.5 Where an employee is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed by a Commonwealth Government entity (other than in the Australian Public Service which are covered in clause 37.1), the Clerk will recognise any unused, accrued personal/carer's leave at the employee's request.
- 37.6 Where an employee is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed by a State or Territory Government, the Clerk may recognise any unused accrued personal/carer's leave, on engagement, provided there is not a break in continuity of service.
- 37.7 For the purposes of this provision, an employee with a break in service of less than two months is considered to have continuity of service.

## **38. Re-crediting of leave**

- 38.1 Where an employee is on:
- (a) annual leave;
  - (b) purchased leave;
  - (c) defence reservist leave;
  - (d) First Nations ceremonial leave;
  - (e) NAIDOC leave;
  - (f) cultural leave; or
  - (g) long service leave; and
- becomes eligible for under legislation or this agreement:
- (h) personal/carer's leave;
  - (i) compassionate or bereavement leave;
  - (j) jury duty;
  - (k) emergency services leave;
  - (l) leave to attend to family and domestic violence circumstances; or
  - (m) parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.

- 38.2 When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.
- 38.3 Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

## 39. Long service leave

- 39.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 39.2 The minimum period for which long service leave will be granted is seven calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at clause 38 of this agreement.

## 40. Miscellaneous leave

- 40.1 The Clerk may grant miscellaneous leave with or without pay as set out in departmental guidelines.
- 40.2 Where an employee is granted in excess of 30 days' miscellaneous 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 miscellaneous leave without pay taken in that year.

## 41. Cultural, ceremonial and NAIDOC leave

### NAIDOC leave

- 41.1 First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
- 41.2 NAIDOC leave can be taken in part days.

### First Nations ceremonial leave

- 41.3 First Nations employees may access up to six days of paid leave over two calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- 41.4 The Clerk may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 41.5 First Nations ceremonial leave can be taken as part days.
- 41.6 First Nations ceremonial leave is in addition to compassionate and bereavement leave.

## **Cultural leave**

- 41.7 The Clerk may grant up to three days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 41.8 The Clerk may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 41.9 Cultural leave can be taken as part days.
- 41.10 For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 41.3 to 41.6.

## **42. Parental leave**

- 42.1 A primary caregiver, secondary caregiver and ML Act is defined in clause 4 of this agreement.
- 42.2 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
- 42.3 For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.
- 42.4 Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

## **Payment during parental leave**

- 42.5 An employee is entitled to parental leave with pay as per clauses 42.7 and 42.8 within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
- 42.6 Employees newly engaged or who have moved to the department from another Parliamentary Service or Australian Public Service department are eligible for the paid parental leave clause in clauses 42.7 and 42.8 where such paid leave had not already been provided by another Parliamentary Service, Australian Public Service

or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth, Parliamentary Service or Australian Public Service employer is less than the limits specified in clauses 43.7 and 43.8, the balance is available to the employee.

- 42.7 An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in **Table 1** below.

**Table 1: Primary caregivers – circumstances for paid parental leave**

<b>Paid leave entitlement under the ML Act</b>	<b>Additional parental leave with pay under this agreement for the primary caregiver</b>
12 weeks' paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 2** below.

**Table 2: Secondary caregivers – circumstances for paid parental leave**

<b>Period which coincides with the parental leave period for the secondary caregiver</b>	<b>Parental Leave with pay under this agreement</b>
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 8 November 2026	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 9 November 2026	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

### *Flexibility*

- 42.9 Parental Leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part-time work arrangement, and can be taken concurrently with another parent in relation to the same child.

### *Rate of payment*

- 42.10 The rate of payment during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.

### *Half-pay option*

- 42.11 The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

## **Adoption and long-term foster care**

- 42.12 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- (a) is under 16 as at the day (or expected day) of placement;
  - (b) has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
  - (c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
- 42.13 Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

## **Stillbirth**

- 42.14 Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
- 42.15 A stillborn child is a child:
- (a) who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more; and
  - (b) who has not breathed since delivery; and
  - (c) whose heart has not beaten since delivery.

## **Pregnancy loss leave**

- 42.16 A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one week paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
- 42.17 Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

## **Premature birth leave**

- 42.18 In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with Parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

## **Transitional provisions**

- 42.19 Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 42.18 until after the legislated paid maternity leave is used.

# **43. Compassionate and bereavement leave**

## **Compassionate leave**

- 43.1 Employees will be eligible for three days paid compassionate leave on each occasion when a member of their family (including a member of their household), or someone they have a close personal relationship with, contracts, develops or sustains a life-threatening illness or injury.
- 43.2 An employee may be asked to provide evidence to support their absences on compassionate leave.
- 43.3 Compassionate leave for an occasion may be taken as three consecutive days or in separate periods totalling three days. This can include part days.
- 43.4 For casual employees, compassionate leave is unpaid.

## **Bereavement leave**

- 43.5 Employees will be eligible for three days paid bereavement leave on each occasion when:
- (a) a member of their family (including a member of their household), or someone they had a close personal relationship with, dies;
  - (b) a child is stillborn, where the child was a member of their family (including a member of their household); or
  - (c) the employee or their spouse/partner has a miscarriage.
- 43.6 An employee may be asked to provide evidence to support their absences on bereavement leave.
- 43.7 Bereavement leave for an occasion may be taken as three consecutive days or in separate periods totalling three days. This can include part days.
- 43.8 For casual employees, bereavement leave is unpaid.



## 44. Emergency response leave

- 44.1 In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
- (a) the time engaged in the activity;
  - (b) reasonable travelling time; and
  - (c) reasonable recovery time.
- 44.2 Full-time and part-time employees will be able to access 20 working days of paid emergency response leave per year if required. The Clerk may provide additional emergency response leave with pay.
- (a) For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 44.3 Paid leave may be refused where the employee's role is essential to the department's response to the emergency.
- 44.4 An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
- 44.5 The Clerk may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 44.6 Emergency response leave, with or without pay, will count as service.

## 45. Jury duty

- 45.1 Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- (a) In accordance with Regulation 10 of the *Jury Exemption Regulations 2019*, certain roles within the department are exempt from jury service.
- 45.2 Full-time and part-time employees will be released from duty on full rate of pay. Payment for casuals will be as per the relevant State or Territory legislation.
- (a) For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 45.3 The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 45.4 If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the department for the period of absence. This will be administered in accordance with clause 16.

## **46. Defence reservist leave**

- 46.1 The Clerk will give an employee leave with or without pay to undertake:
- (a) Australian Defence Force (ADF) Reserve continuous full-time service (CFTS); and
  - (b) Australian Defence Force Cadet obligations.
- 46.2 An employee who is a Defence Reservist can take leave with pay for:
- (a) up to four weeks (20 days) in each financial year (pro-rata for part-time employees); and
  - (b) an extra two weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
- 46.3 Leave can be built up and taken over two consecutive years. This includes the extra two weeks in the first year of service.
- 46.4 An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to three weeks in each financial year to perform their duties.
- 46.5 In addition to the entitlement at clause 46.2, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
- 46.6 Paid defence reservist leave counts for service.
- 46.7 Unpaid defence reservist leave for six months or less counts as service for all purposes. This includes periods of CFTS.
- 46.8 Unpaid leave taken over six months counts as service, except for annual leave.
- 46.9 An employee will not need to pay their tax free ADF Reserve salary to their department for any reason.

## **47. Defence service sick leave**

- 47.1 An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
- (a) war like service; or
  - (b) non-war like service.
- 47.2 An eligible employee can get two types of credits:
- (a) an initial credit of nine weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later:
    - (i) they start employment with the Parliamentary Service or Australian Public Service; or
    - (ii) DVA certifies the condition; and
  - (b) an annual credit of three weeks (15 days) defence service sick leave (pro-rata for part-time employees).

- 47.3 An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 47.4 Unused annual credits can be built up to nine weeks.
- 47.5 An employee cannot use annual credits until the initial credit is exhausted.
- 47.6 Defence service sick leave is paid and counts as service for all purposes.

## **48. Leave to attend proceedings**

- 48.1 An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- 48.2 An employee who is not covered under clause 48.1, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the department.
- 48.3 An employee may otherwise be granted paid or unpaid miscellaneous leave by the Clerk if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or TOIL.
- 48.4 The Clerk may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

## SECTION 6:

# Employee support and workplace culture

### 49. Blood donation

- 49.1 An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider the employee on duty.
- 49.2 The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### 50. Vaccinations

- 50.1 The department will offer annual influenza vaccinations at no cost to all employees.
- 50.2 Where the department requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

### 51. Employee Assistance Program

- 51.1 Employees, their partners, and their dependents/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the department and will be accessible on paid time.

### 52. Workplace support

- 52.1 To assist in mitigating 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. This course of action does not remove or restrict an employee's entitlement to claim workers' compensation.
- 52.2 Further detail is set out in departmental guidelines.

## 53. Respect@Work

### Principles

- 53.1 The department values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The department recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 53.2 The department recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

### Consultation

- 53.3 The department will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

## 54. Family and domestic violence support

- 54.1 The department will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 54.2 The department recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 54.3 Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
- 54.4 An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- (a) illness or injury affecting the employee resulting from family and domestic violence;
  - (b) providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - (c) providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - (d) making arrangements for the employee's safety, or the safety of a close relative;
  - (e) accessing alternative accommodation;
  - (f) accessing police services;
  - (g) attending court hearings;
  - (h) attending counselling; and
  - (i) attending appointments with medical, financial or legal professionals.

- 54.5 This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
- 54.6 Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- 54.7 These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 54.8 Paid miscellaneous leave available under this clause for ongoing and non-ongoing employees is paid at their full rate as if they were at work.
- 54.9 Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- 54.10 Evidence may be requested to support the department in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the department will require, unless the employee chooses to provide another form of evidence.
- 54.11 An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
- 54.12 The department will take all reasonable measures to treat information relating to family and domestic violence confidentially. The department will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the department may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 54.13 Where the department needs to disclose confidential information for purposes identified in clause 54.12, where it is possible the department will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- 54.14 The department will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
- 54.15 Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- 54.16 The department will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
- 54.17 Further detail is set out in departmental guidelines.

## **55. Integrity**

- 55.1 The department understands that procedural fairness is essential in building and maintaining trust with employees, and that it requires fair and impartial processes for employees affected by the department's decisions.
- 55.2 Employees are to give advice that is frank, honest, timely and based on the best available evidence. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the Code of Conduct in the PS Act.
- 55.3 Employees can, during their ordinary work hours, take time to:
  - (a) access an ethics advisory service or another similar service, relevant to their work or employment, provided by a professional association such as a law society or in the department; and
  - (b) attend department mandated training about integrity.

## **56. First Nations cultural competency training**

- 56.1 The Clerk will take reasonable steps to ensure all substantive, ongoing PEL2 employees employed at the commencement of this agreement or any new substantive, ongoing PEL2 employees who commence within the first six months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
- 56.2 Any new substantive, ongoing PEL2 employee who commences after six months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within six months of their engagement or promotion.

## **57. Lactation and breastfeeding support**

- 57.1 Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 57.2 The department will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 57.3. In considering whether a space is appropriate, the department should consider whether:
  - (a) there is access to refrigeration;
  - (b) the space is lockable; and
  - (c) there are facilities needed for expressing, such as appropriate seating.
- 57.3 Where it is not practicable for the department to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 57.4 The department will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.

- 57.5 The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may change over time.
- 57.6 Further detail is set out in departmental guidelines.

## **58. Disaster support**

- 58.1 Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the Clerk will consider flexible working arrangements to assist the employee to perform their work.
- 58.2 Where flexible working arrangements are not appropriate, the Clerk may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
- 58.3 In considering what period of leave is appropriate, the Clerk will take into account the safety of the employee, their family and household and advice from local, State and Commonwealth authorities.



## SECTION 7:

# Performance and development

## 59. Performance management

59.1 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 with, or returning to, the department. Where non-ongoing employment or a temporary assignment extends beyond 12 weeks, the same requirement applies;
- (c) 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 manager 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".

59.2 Further details are set out in departmental guidelines.

## 60. Managing underperformance

### Performance that requires development

60.1 Where an employee's overall performance is assessed as "requires development" the employee's manager will monitor their performance over the ensuing eight-week period (four weeks in the case of non-ongoing employees) or another period deemed appropriate by the Clerk. During this period the manager will implement development strategies to assist the employee to achieve an "effective or better" performance assessment.

### Unsatisfactory performance

60.2 Where an ongoing employee receives an overall performance assessment of "unsatisfactory", or where an ongoing employee is assessed as "requires development" and does not achieve an overall performance assessment of "effective

or better” by the end of the period specified in clause 60.1, the Clerk may commence a performance management process. This may include:

- (a) advising the employee in writing as soon as practicable that their performance has been found unsatisfactory and state why; and
- (b) initiating a review of the employee’s performance over a specified time period.

60.3 If at the end of the performance review period under clause 60.2(b), the employee’s overall performance is assessed as “unsatisfactory”, the Clerk will issue a notice of intention to:

- (a) extend the review period by a further period as deemed appropriate by the Clerk, but in any event of no more than eight weeks; or
- (b) reduce the employee’s classification; or
- (c) assign the employee other duties; or
- (d) terminate the employee’s employment.

60.4 The employee will have at least 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.

60.5 At the end of the time period referred to in clause 60.4, the Clerk, having considered any representations submitted by the employee, may implement the intended action. If the performance review period is extended under subclause 60.3(a), at the completion of the extended performance review period, clauses 60.3 and 60.4 again have effect.

60.6 Where a non-ongoing employee does not achieve an overall performance assessment of “effective or better” at the end of the four-week monitoring period (as described in clause 60.1), the employee’s employment may be terminated.

60.7 The department may terminate the employment of a non-ongoing employee whose overall performance is assessed as “unsatisfactory” at any stage during their employment period.

60.8 Further details are set out in departmental guidelines.

## **61. Workloads**

61.1 The department recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours to be worked by some employees, this should be regarded as the exception rather than the rule.

61.2 When determining workloads for an employee or group of employees, the department will consider the need for employees to strike a balance between their work and personal life.

61.3 Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the department and employee/s together must review the employee’s workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

## **62. Study assistance**

- 62.1 The Clerk may approve study assistance to an ongoing employee to a maximum of:
- (a) 45 hours paid leave per university unit (or equivalent for unit-less courses) up to a maximum of 90 hours in a six month period, to attend classes, undertake examinations or for other agreed study purposes, which, with the agreement of the manager, can be accumulated over the semester and taken as a block of time; and
  - (b) \$2,000 per unit (up to a maximum of \$8,000 per annum), or up to \$8,000 per annum for unit-less courses or equivalent, for reimbursement of course fees, paid for upfront, and/or related costs.
- 62.2 The Clerk may approve for an amount of up to 50 percent of course fees and/or related costs to be paid upfront.
- 62.3 The Clerk may approve study assistance applications from non-ongoing employees on a case-by-case basis.
- 62.4 Further details are set out in departmental guidelines.

## **63. Learning and development**

- 63.1 The department is committed to ensuring all employees have access to and are provided with a range of appropriate and tailored opportunities for their specific learning and development needs so they have the capabilities required for their current job and future career.

## SECTION 8:

# Travel and location-based conditions

### 64. Travel on official business

- 64.1 Employees may be required to travel on official business as part of their normal duties. The relevant departmental guidelines set out entitlements with respect to meals, accommodation and incidental expenses.
- 64.2 Employees who are required to travel on official business which requires the employee to stay overnight at a different location to their home location for three or more consecutive nights, will accrue three hours TOIL for each night.
- 64.3 The Clerk may approve the accrual of additional TOIL in relation to travel on official business.

### 65. Child care/family care expenses

- 65.1 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.

## SECTION 9:

# Consultation, representation and dispute resolution

## 66. Consultation and consultative committees

### Principles

- 66.1 Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
- 66.2 The department recognises:
- (a) the importance of inclusive and respectful consultative arrangements;
  - (b) employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - (c) the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least two weeks, whereas a major change is likely to require a more extensive consultation process;
  - (d) consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - (e) the benefits of employee and union involvement and the right of employees to be represented by their union.
- 66.3 Genuine and effective consultation involves:
- (a) providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - (b) providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - (c) considering feedback from employees and the relevant union(s) in the decision-making process; and
  - (d) advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

## **When consultation is required**

66.4 Consultation is required in relation to:

- (a) changes to work practices which materially alter how an employee carries out their work;
- (b) changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
- (c) major change that is likely to have a significant effect on employees;
- (d) implementation of decisions that significantly affect employees;
- (e) changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
- (f) other workplace matters that are likely to significantly or materially impact employees.

66.5 The department, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the department. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

## **Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees**

66.6 This clause applies if the department:

- (a) proposes 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.

## **Representation**

66.7 Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.

66.8 The department must recognise the representative 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.

## **Major change**

66.9 In this clause, a major change is likely to have a significant effect on employees if it results in, for example:

- (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.
- 66.10 The following additional consultation requirements in clause 66.11 to 66.17 apply to a proposal to introduce a major change referred to in subclause 66.4(c).
- 66.11 Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 66.5.
- 66.12 Where practicable, a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
- 66.13 The department must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 66.14 As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 66.5, the department must:
- (a) discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - (i) the proposed change;
      - (a) the effect the proposed change is likely to have on the employees; and
      - (b) proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
    - (ii) for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
      - (a) all relevant information about the proposed change, including the nature of the change proposed; and
      - (b) information about the expected effects of the proposed change on the employees; and
      - (c) any other matters likely to affect the employees.
- 66.15 The department must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
- 66.16 However, the department is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.

- 66.17 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 agency, the requirements set out in clauses 66.11 to 66.15 are taken not to apply.

### **Change to regular roster or ordinary hours of work**

- 66.18 The following additional consultation requirements in clause 66.19 to 66.22 apply to a proposal to introduce a change referred to in subclause 66.6(b).
- 66.19 The department must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 66.20 As soon as practicable after proposing to introduce the change, the department must:
- (a) discuss with employees and the relevant union(s) and/or other recognised representatives:
    - (i) the proposed introduction of the change; and
  - (b) for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - (i) all relevant information about the proposed change, including the nature of the proposed change; and
    - (ii) information about what the employer reasonably believes will be the effects of the proposed 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 employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the department is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
- 66.21 The department must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

### **Interaction with emergency management activities**

- 66.22 Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

### **Departmental consultative committee**

- 66.23 The Clerk may establish the Workplace Consultative Committee to discuss relevant workplace matters.
- 66.24 The consultative committee will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.



## 67. Dispute resolution

67.1 If a dispute relates to:

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

this term sets out procedures to settle the dispute.

67.2 An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.

67.3 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.

67.4 Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.

67.5 If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 67.4 have been taken, a party to the dispute may refer the dispute to the FWC.

67.6 The FWC may deal with the dispute in two stages:

- a) the FWC 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 FWC is unable to resolve the dispute at the first stage, the FWC may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

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

67.7 While the parties are attempting to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform their work as they would normally in accordance with established custom and practice at the department that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) subject to clause 67.7(a), 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.

- 67.8 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.
- 67.9 Any disputes arising under the *Department of the Senate Enterprise Agreement 2017-2020* as maintained by the *Parliamentary Services (Subsection 24(1) – Department of the Senate Non-SES Employees) Amendment Determination 2022* or the NES that were formally notified under clause 8 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

### **Leave of absence to attend proceedings**

- 67.10 Where the provisions of clauses 67.1 to 67.5 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 67.2, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the FWC arising from referral of the matter in clause 67.5.

## **68. Delegate's rights**

- 68.1 Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the department.
- 68.2 The role of union delegates is to be respected and supported.
- 68.3 The department and union delegates will work together respectfully and collaboratively.

### **Supporting the role of union delegates**

- 68.4 The department respects the role of union delegates to:
- (a) provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - (b) consult with other delegates and union officials, and get advice and assistance from union officials;
  - (c) represent the interests of members to the employer and industrial tribunals; and
  - (d) represent members at relevant union forums, consultative committees or bargaining.
- 68.5 The department and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.

- 68.6 Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
- 68.7 To support the role of union delegates, the department will, subject to legislative and operational requirements, including privacy and security requirements:
- (a) provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - (b) advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - (c) allow reasonable official union communication appropriate to the department from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include the department vetoing reasonable communications;
  - (d) provide access to new employees as part of induction; and
  - (e) provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
- 68.8 Where Parliamentary Service employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or department before speaking publicly in that capacity, subject to the Parliamentary Service Code of Conduct and legislative requirements.

## SECTION 10:

# Separation and retention

## 69. Resignation

- 69.1 An employee may resign from their employment by giving the Clerk at least 14 calendar days' notice.
- 69.2 At the instigation of the Clerk, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
- 69.3 The Clerk has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

## 70. Payment on death

- 70.1 When an employee dies, or the Clerk has directed that an employee is presumed to have died on a particular date, the Clerk must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

## 71. Redeployment, retraining, redundancy

- 71.1 The following provisions will apply to ongoing employees who are not on probation.

### Consultation

- 71.2 Where the Clerk considers there is likely to be a need to identify employees as excess, the Clerk will, as soon as practicable, advise the affected employees of the situation and discuss the situation with the employees including:
  - (a) actions that might be taken to reduce the likelihood of the employees becoming excess;
  - (b) redeployment opportunities for the employees within the department at or below the employees' classifications; and
  - (c) whether voluntary retrenchment might be appropriate.

An employee may choose to be represented in any such discussion.

- 71.3 Where the Clerk is undertaking a consultation process in accordance with clause 67 in relation to the situation, the discussions in clause 71.2 may be undertaken at or around the same time as the discussions contemplated in clause 66.2 to 66.9.
- 71.4 During the discussions referred to in clause 71.2, the Clerk may invite employees who are not potentially excess to express an interest in voluntary retrenchment, if that would allow for redeployment of potentially excess employees.

### **Voluntary retrenchment**

- 71.5 Where the Clerk decides that an employee is excess, the Clerk will:
- (a) advise the employee in writing of the decision and may invite the employee to elect for retrenchment with the payment of a redundancy benefit;
  - (b) ensure the employee is provided, as soon as is practicable, with information on the entitlements they would be eligible to receive if terminated, including superannuation options and taxation treatment of entitlements; and
  - (c) reimburse the employee up to \$400 for expenses incurred in seeking financial advice.

### **Consideration**

- 71.6 Where the Clerk invites an excess employee to elect for retrenchment with a redundancy benefit, the employee will have four weeks in which to notify the Clerk of their decision (the consideration period). Where the employee elects for retrenchment the Clerk may decide to retrench the employee but will not give notice of termination before the end of the consideration period without the agreement of the employee. Only one invitation to elect for retrenchment with the payment of a redundancy benefit will be made to an excess employee.
- 71.7 The consideration period can be reduced by agreement between the employee and the Clerk.

### **Redundancy benefit**

- 71.8 An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by PS Act on the grounds that the employee is excess is entitled to payment of a redundancy benefit of an amount equal to two weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.
- 71.9 The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
- 71.10 For the purpose of calculating a redundancy benefit, 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 their 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 percent 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.

71.11 The redundancy benefit will be calculated on a pro-rata basis for any period where an employee has worked part-time hours during the employee's period of service and the employee has less than 24 years' full-time service, subject to any minimum amount the employee is entitled to under the NES.

### **Notice of termination**

71.12 Where the employment of an excess employee is to be terminated on the basis that the employee is excess, the Clerk will give written notice of termination of four weeks (or five weeks for an employee over 45 years old with at least five years of continuous service).

71.13 The Clerk can direct, or the employee may request, an earlier termination date within the period of notice. Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

### **Retention period**

71.14 An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to a seven month retention period. If an employee is entitled to a redundancy payment under the NES, the retention period is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination of employment, as at the expiration of the retention period (as adjusted by this clause).

71.15 The retention period will commence on the day the Clerk advises the employee in writing that they are an excess employee.

71.16 During the retention period the Clerk:

- (a) will continue to take reasonable steps to find alternative employment for the excess employee; and
- (b) may, with four weeks' notice, reassign duties at a lower classification to the excess employee. Where this occurs before the end of an employee's retention period, the employee will receive income maintenance to maintain their salary at the previous higher classification for the balance of the retention period set out in clause 71.14.

- 71.17 It is the excess employee's responsibility to take all reasonable steps to identify and apply for suitable vacancies during the retention period. The excess employee must actively participate in learning and development activities, trial placements or other reasonable arrangements designed to assist the employee in obtaining alternative employment.

### **Termination of employment at the conclusion of the retention period**

- 71.18 The Clerk may involuntarily terminate the employment of an excess employee at the end of the retention period. An excess employee's employment will not be involuntarily terminated without being given notice of termination under clause 71.12. Wherever possible, this notice period will be concurrent with the retention period.
- 71.19 Where the Clerk is satisfied that there is no reasonable prospect of redeployment or that there is insufficient productive work available for the employee during the retention period, the Clerk may terminate the employee's employment.
- 71.20 Where the Clerk terminates an employee's employment in accordance with clause 71.19, the employee is entitled to be paid:
- (a) for the balance of the retention period (as reduced by the employee's entitlement to a redundancy payment under the NES) as a lump sum, with this payment being taken to include payment in lieu of notice of termination; and
  - (b) redundancy pay, in accordance with the NES.

### **Definition of excess**

- 71.21 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.

### **Service for redundancy benefit purposes**

- 71.22 Service for redundancy benefit 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 has a controlling interest) which is recognised for long service leave purposes;
  - (d) service with the Australian Defence Force;

- (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 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 Parliamentary Service or the Australian Public Service;

and such service is recognised for long service leave purposes.

71.23 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*.

71.24 Service does not count as service for severance benefit purposes if it ceased:

- (a) through termination on a ground set out in subsections 29(3)(b)-(h) of the PS Act;
- (b) through termination on the basis of a breach of a Commonwealth employer's code of conduct; 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.

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



## APPENDIX 1:

# Classification and salary scales

Classification level	Pay points	Salary on commencement* (4%)	Salary on 9 November 2024 (3.8%)	Salary on 9 November 2025 (3.4%)
<b>APS level 1</b>	1.1	\$58,009	\$60,213	\$62,260
	1.2	\$60,395	\$62,690	\$64,821
	1.3	\$62,402	\$64,773	\$66,975
	1.4	\$64,425	\$66,873	\$69,147
<b>APS level 2</b>	2.1	\$65,212	\$67,690	\$69,991
	2.2	\$66,907	\$69,449	\$71,810
	2.3	\$68,580	\$71,186	\$73,606
	2.4	\$70,588	\$73,270	\$75,761
	2.5	\$72,612	\$75,371	\$77,934
<b>APS level 3</b>	3.1	\$74,105	\$76,921	\$79,536
	3.2	\$76,023	\$78,912	\$81,595
	3.3	\$78,030	\$80,995	\$83,749
	3.4	\$80,056	\$83,098	\$85,923
<b>APS level 4</b>	4.1	\$83,113	\$86,271	\$89,204
	4.2	\$85,240	\$88,479	\$91,487
	4.3	\$87,248	\$90,563	\$93,642
	4.4	\$89,273	\$92,665	\$95,816
<b>APS level 5</b>	5.1	\$92,851	\$96,379	\$99,656
	5.2	\$94,571	\$98,165	\$101,503
	5.3	\$96,579	\$100,249	\$103,657
	5.4	\$98,606	\$102,353	\$105,833
<b>APS level 6</b>	6.1	\$104,587	\$108,561	\$112,252
	6.2	\$108,642	\$112,770	\$116,604
	6.3	\$111,652	\$115,895	\$119,835
	6.4	\$114,727	\$119,087	\$123,136
<b>PEL 1</b>	PEL 1.1	\$126,401	\$131,204	\$135,665
	PEL 1.2	\$136,081	\$141,252	\$146,055
	PEL 1.3	\$141,587	\$146,967	\$151,964
<b>PEL 2</b>	PEL 2.1	\$157,240	\$163,215	\$168,764
	PEL 2.2	\$162,621	\$168,801	\$174,540
	PEL 2.3	\$168,126	\$174,515	\$180,449

\* The application of salary on commencement is consistent with clause 10.2(a) and 10.2(a)(i) of this agreement