



DEPARTMENT *of the*  
HOUSE *of* REPRESENTATIVES

**EMPLOYEE COLLECTIVE  
AGREEMENT**

**2009 | 10**

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## Part A: Aims of the Agreement

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### Clause 1 Introduction

- 1.1 This Agreement shall be known as the *Department of the House of Representatives Employee Collective Agreement 2009-10*.
- 1.2 The purpose of the Department is to support the House of Representatives and the Parliament by providing advice and services of the highest possible standard. People are of critical importance in order to perpetuate this and strive for excellence in service delivery.
- 1.3 The Department and its staff will continue to work together to maximise the delivery of high level support and services to the House of Representatives and the Parliament and to achieve the objectives and outcomes set out in the Corporate Plan cascading down to business and individual plans. Progress towards realising this purpose will be assessed on a regular basis.
- 1.4 This Agreement will help us to continue to achieve outcomes in accordance with our directions for the future and our corporate values. The major elements of the Agreement are:
  - (a) continuation of the broadbanded classification structure with progress through the bands dependent on work value and work performance assessment;
  - (b) continued greater flexibility for working arrangements at the work group level, within broader areas and across the department;
  - (c) continued further flexibility of leave (including monitoring and reporting of all types of absences), allowances and flextime;
  - (d) an increase of \$500 plus a 4% rise in base rates of pay for all staff except Executive Band 1 level staff who will receive an increase of \$1,000 plus a 4% rise in base rates of pay effective from when the agreement comes into operation or 1 January 2009 if this is later;
  - (e) an additional 4.5% increase to base rates of pay for all staff

effective from 1 January 2010, subject to the Department substantially achieving certain key performance indicators; and

- (f) maintaining weekly working hours at an average of 37.5 hours.

## **Clause 2 Objectives of the Agreement**

- 2.1 The Department and its staff agree to work together in pursuit of business excellence. This includes adopting the following business model aims:

**People** Treat staff well and they will naturally provide excellent client service

**Service** 100% client satisfaction at the end of every business transaction

**Productivity** Comes naturally as a by-product of service – also allows us capacity to reinvest in people

- 2.2 The People – Service – Productivity (PSP) model ties together the department’s broad philosophy on valuing staff, its corporate and business plans, its Investors in People aims and the terms and conditions of this Agreement.

- 2.3 The Department and its staff agree to work together in:

### **People**

- (a) providing for improved standards of work, salaries and conditions of employment for staff, including specific measures for staff to be able to balance their work, family and personal responsibilities;
- (b) involving staff in the planning processes and in identifying performance improvement opportunities;
- (c) providing feedback to staff through the performance management framework integrating business planning with team and individual performance plans and individual development and career plans;
- (d) communicating with and consulting staff about workplace issues and proposals for change that encourage a participative approach to change management which leads to harmonious employee relations, greater job satisfaction, improved communications and a higher skill level;



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## **Service**

- (e) continuing to build on the strong personal commitment of staff to serving the House of Representatives and the Parliament;
- (f) improving our capacity to provide high quality, cost effective advice and services to the Presiding Officers and all Members of Parliament to facilitate the effective operation of the House of Representatives – this includes reviewing processes and structures and encouraging development activities;

## **Productivity**

- (g) improving flexibility in the way in which advice and services are delivered to the House of Representatives and the Parliament, taking account of the sittings and parliamentary cycles (eg flexible staffing arrangements);
- (h) further development of a continuous improvement culture that strives to achieve best practice and the optimum utilisation of technology in all aspects of the delivery of advice and service (eg implementation of recommendations of the print review; technology supporting the Chamber; and through the implementation of CommDocs); and
- (i) improving the efficiency and effectiveness of the Department's advice and service delivery arrangements, including market testing and streamlining of processes where applicable (eg reducing corporate overheads and continuing to reduce stationery costs and costs associated with official travel).



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## Part B: Administration of the Agreement

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### Clause 3 Parties Bound

- 3.1 The Agreement is made between the Clerk of the House of Representatives and the staff of the Department of the House of Representatives (except for those excluded from coverage under subclause 3.2), under section 327 of the *Workplace Relations Act 1996*.
- 3.2 This Agreement covers the terms and conditions of employment of staff of the Department who are employed under the *Parliamentary Service Act 1999*, but does not apply to:
  - (a) Senior Executive Service staff; and
  - (b) staff whose salary is paid by another agency.

### Clause 4 Agreement Coverage

- 4.1 The Agreement will commence operation seven days after it passes the no disadvantage test conducted by the Workplace Authority or 1 January 2009 (if this is later). The nominal expiry date of the Agreement is 31 December 2010.
- 4.2 From the commencement of this Agreement, a party to the Agreement or an employee whose employment is subject to the Agreement shall not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

### Clause 5 Definitions

- ▶ “Act” means the *Parliamentary Service Act 1999*, as amended from time to time.
- ▶ “APS” means the Australian Public Service.
- ▶ “Parliamentary Service” means service in a Department of the Parliament.

- ▶ “Clerk” means the person for the time being performing the duties of the office of Clerk of the House of Representatives, including a delegate of the Clerk or a person authorised for the purpose by the Clerk.
- ▶ “Department” means the Department of the House of Representatives.
- ▶ “dependant” in relation to staff, means
  - (a) the staff member’s spouse/partner; or
  - (b) a staff member’s child or parent; or
  - (c) the spouse of the staff member’s child or parent, being a child or parent who ordinarily resides with the staff member, who is wholly or substantially dependent upon the employee.
- ▶ “family” means a person who:
  - (a) is related by blood or by marriage;
  - (b) has a strong affinity with the staff member;
  - (c) who stands in a bona fide domestic or household relationship with the staff member without discrimination as to sexual preference;
  - (d) is a child or an adopted child of the staff member; or
  - (e) is a child or an adopted child of the person who stands in a bona fide domestic or household relationship with the staff member.
- ▶ “industrial action” has the same meaning as in section 4 of the *Workplace Relations Act 1996*.
- ▶ “manager” or “supervisor” means the person who has responsibility for overseeing/monitoring/managing/directing or supervising another staff member.
- ▶ “medical certificate” means a certificate from a qualified medical practitioner or specialist, or a registered health care professional or service provider recognised by a registered health fund or Comcare.
- ▶ “SES manager” means a person designated by the Clerk to manage particular areas of the Department.

- ▶ “salary” means the applicable rate specified in Schedule 1, for all purposes. Participation in salary packaging arrangements, purchased leave and other arrangements will not affect salary for these purposes unless specifically authorised.
- ▶ “sessional staff” means an employee who works in the Department on a casual, on-call basis and who is primarily employed on duties involved with the sittings of the House. This excludes employees employed as SES staff.
- ▶ “spouse/partner” includes a person who is living with the staff member on a bona fide domestic basis even though not legally married to the staff member or a partner.
- ▶ “staff” or “staff member” means a Parliamentary Service employee who works in the Department, whether full-time or part-time, and is employed under and within the meaning of the *Parliamentary Service Act 1999* or its successor. This excludes employees employed as the Clerk and SES staff.

## Clause 6 Comprehensive Agreement

6.1 It is acknowledged that the staff covered by this Agreement are subject to the conditions of employment provided for under various Acts (and regulations or instruments made under those Acts) including:

- (a) *Long Service Leave (Commonwealth Employees) Act 1976*;
- (b) *Maternity Leave (Commonwealth Employees) Act 1973*;
- (c) *Superannuation Act 1976*;
- (d) *Superannuation Act 1990*;
- (e) *Superannuation (Productivity Benefit) Act 1988*;
- (f) *Superannuation Benefits (Supervisory Mechanisms) Act 1990*
- (g) *Occupational Health and Safety Act 1991*;
- (h) *Safety, Rehabilitation and Compensation Act 1988*;
- (i) *Parliamentary Service Act 1999*;
- (j) *Workplace Relations Act 1996*;
- (k) *Superannuation Guarantee (Administration) Act 1992*;

- (l) *Superannuation Act 2005*; and
  - (m) *Veterans' Entitlements Act 1986*
- 6.2 Whilst recognising that the Department is not an agency to which the *Privacy Act 1988* applies, the Department is committed to abide by the principles of that legislation in its dealing with employees, including handling employees' records.

## **Clause 7 Flexible Arrangements**

The Clerk may supplement the terms and conditions of employment of an individual staff member or a group of staff, following consultation with them. This will provide the capacity to offer terms and conditions necessary to attract and retain staff.

## **Clause 8 Procedures for Preventing and Settling Disputes**

- 8.1 Consistent with section 353 of the *Workplace Relations Act 1996*, the following are the procedures for preventing and settling disputes between the employer and the staff whose employment is covered by the Agreement about matters arising under the Agreement (other than those matters that have been dealt with to finality under clause 14 of this Agreement).
- 8.2 Without prejudice, the Department and staff must ensure that work continues normally and that work practices shall be in accordance with this Agreement. In instances where a genuine safety issue is involved, staff will not be required to work in an unsafe environment, but will undertake suitable alternative work until the issue is resolved.
- 8.3 It is the responsibility of the parties to the Agreement to take reasonable and genuine steps to prevent or settle disputes by discussion and, if necessary, negotiation. In each instance the steps taken shall be timely and appropriate to the early settlement of the particular matters in dispute.
- 8.4 Throughout the procedure outlined in subclause 8.5, staff may choose to be accompanied by a person of their choice. Where staff choose to be accompanied, they will inform their immediate supervisor and/or the relevant level of management.

- 8.5 It is agreed that where disagreements over matters covered by the Agreement arise, the following procedure will apply:
- (a) the staff member will discuss the matter with the immediate supervisor - in circumstances where the matter may relate to the behaviour or actions of the immediate supervisor and it would be inappropriate to discuss the matter at that level, staff may discuss the matter with the next highest level of management;
  - (b) if the matter is not resolved at that level, the persons concerned may arrange further discussions involving more senior levels of management as appropriate;
  - (c) if the matter remains unresolved after the consultation process has been exhausted, it is agreed that the matter may be referred to a mutually agreed independent mediator for resolution:
    - (i) the mediator should initially be satisfied that the persons concerned have genuinely undertaken the steps outlined above; and
    - (ii) should mediation prove unsuccessful, the mediator is empowered to make recommendations to the Clerk; and
  - (d) nothing in the above procedure shall preclude a manager from referring the matter to the appropriate level of management in circumstances where that level of management has been bypassed by the staff member concerned.
- 8.6 In the event that the parties to the dispute, or where they choose their representatives, are unable to resolve a dispute, the specific matter(s) in dispute may be referred to the Australian Industrial Relations Commission (AIRC) by any of the parties to the dispute or their representatives.
- 8.7 Unless the parties to the dispute agree to the contrary, the AIRC shall, in responding to the matter, have regard to whether a party has applied the procedures.
- 8.8 Consistent with Part 13, Division 5 of the *Workplace Relations Act 1996*, the AIRC, is empowered to settle disputes over the application of the Agreement.

## Clause 9 Delegation of Powers

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

## Clause 10 Formal Acceptance of the Agreement

The Agreement is made and approved under section 327 of the *Workplace Relations Act 1996*. Accordingly, it is an agreement between the employer and employees whose employment is subject to the Agreement.

Signed

Name: Ian Charles Harris

Office: Clerk of the House of Representatives

Date: 4/12/2008

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

Melita Anna Caulfield

Date: 4/12/2008

PO Box 6021, Parliament House  
Canberra ACT 2600

Anna Elisabeth Engwerda-Smith

Date: 4/12/2008

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Loes Ann Slattery

Date: 4/12/2008

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Glenn Andrew Worthington

Date: 4/12/2008

PO Box 6021, Parliament House  
Canberra ACT 2600



### Clause 11 Anti-discrimination in the Workplace

- 11.1 The parties to the Agreement, agree that:
- (a) it is their intention to achieve the object in section 3 (m) of the *Workplace Relations Act 1996*, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their workplace on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin;
  - (b) any dispute concerning these provisions and their operation will be dealt with in accordance with clause 8 of the Agreement; and
  - (c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.
- 11.2 The Department is committed to ensure that workplace diversity principles are fully integrated into all of the Department's activities, management practices, policies and procedures and maintaining the Department's policy on workplace diversity.

### Clause 12 Work Performance Management

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

#### ***Benefits and objectives***

- 12.2 The benefits and objectives of work performance assessment include:
- (a) improving the Department's performance through the development of a stronger performance culture;
  - (b) gaining commitment to, and a shared understanding of, business

- directions being pursued at the team and individual level;
- (c) improving communication between managers and staff;
- (d) providing a fair and objective basis for recognising performance; and
- (e) improving mobility and flexibility in deploying staff.

12.3 At the individual staff member’s level the benefits and objectives include:

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

***Process outline***

12.4 The performance management framework links and includes:

- (a) individual performance assessments flowing from the departmental business plan;
- (b) a mechanism for feedback on performance (it is an option for staff to use the assessment for referee purposes), personal development and career plans;
- (c) an instrument for staff to access mobility programs and seek to develop new skills;
- (d) reliance on more than one assessment point;
- (e) review by the supervisor’s manager; and
- (f) performance issues being dealt with as they arise and not delayed until the assessment stage.

12.5 Training will be provided for all staff to set work and development objectives and to participate in sessions designed to obtain feedback.

### ***Unsatisfactory work performance***

- 12.6 Where, despite attempts to improve performance through feedback, counselling and other measures, performance consistently falls below the expected standard the following procedure will apply to staff (excluding non-ongoing staff and staff on probation):
- (a) the manager will provide the staff member with a written advice of the need for performance to improve. The advice will specify the acceptable standard of work, the way in which the staff member's work fails to meet that standard and that performance will need to improve over the next twelve weeks. A copy of the written advice will be provided to the SES manager;
  - (b) during the twelve week period, a person appointed by the Clerk from outside the immediate work area, will assess the staff member's performance on a fortnightly basis and prepare a progress report on the individual's performance. The staff member must be given the opportunity to provide comments on the progress report;
  - (c) if during the twelve week period circumstances arise that prevent the adequate assessment of the individual's work performance, the review period may be extended for a period no longer than the duration of the circumstances that intervened during the assessment period;
  - (d) at the end of the twelve week period, the person appointed will forward within seven days to the SES manager an assessment of whether the staff member has met the expected standard of performance, together with progress reports and any other relevant documentation;
  - (e) if the staff member has met the expected standard of performance at the end of the twelve week period, no further action will be taken;
  - (f) if performance fails to meet the expected standard at the end of the twelve week period, the SES manager will write to the staff member asking him or her to show cause within seven days as to why the staff member's services should not be terminated;
  - (g) the SES manager will then decide whether to:
    - (i) terminate the employment of the individual; or
    - (ii) take some other action, including transfer or reduction in

classification. If an employee is reduced in classification without consent, he or she may apply for review of that decision under section 33 of the *Parliamentary Service Act 1999*.

- (h) the sole and exhaustive rights and remedies of an employee in respect of termination are those that the employee enjoys under:
  - (i) Division 4 of Part 12 of the *Workplace Relations Act 1996*;
  - (ii) other Commonwealth laws (including the Constitution); and
  - (iii) at common law;
- (i) termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and settlement/ review of decisions procedures set out in clauses 8 and 14 of this Agreement;
- (j) nothing in this procedure prevents staff who have received a written advice, voluntarily requesting in writing that they have their service terminated at any stage of the process. On receipt of any such request, the SES manager will decide whether or not to terminate the employment of the individual.

12.7 Staff may be accompanied by a person of choice at any stage of the procedure outlined in this clause. Such a person is there to provide support to the staff member, rather than to formally represent.

### **Clause 13 Consultation with Staff**

- 13.1 The Department is committed to communicating and consulting with staff on workplace issues.
- 13.2 The Department's business planning process is fundamental to providing the opportunity for staff to develop understandings about corporate directions and how they translate to teams and individuals. Team meetings are vehicles for ongoing consultation and discussion and to seek comments and suggestions from staff about workplace matters.
- 13.3 The Department must undertake consultation with staff and, where they choose, their representatives in developing any replacement policies or guidelines referred to in this Agreement.

- 13.4 The parties to the Agreement will continue a consultative committee to:
- (a) monitor and discuss workplace issues including but not limited to attendance patterns and the build-up of any excessive flex credits, in a spirit of cooperation and trust; and
  - (b) ensure that staff not only receive information on workplace issues that affect them, but also have an opportunity to contribute their views on those issues.
- 13.5 The previously established consultative committee shall continue with the previously constituted membership. The committee shall determine the terms of reference, agreed facilities and make the necessary arrangements for its constitution.

## Clause 14 Review of Employment Actions

- 14.1 The parties to the Agreement agree that as far as possible the following mechanism will be used to resolve complaints, informally, before staff take formal grievance or appeal action under the parliamentary service employment framework. Where an employee makes an application to have the matter considered formally under that framework, the matter will not be considered, or further considered, under the following clauses.
- 14.2 Staff are entitled to request an informal review of any action affecting them which they consider to be unfair and which relates to their employment, unless the matter has been considered to finality under clause 8 or subclause 12.6 of this Agreement. In the latter case, the employee may seek further review under section 33 of the *Parliamentary Service Act 1999*.
- 14.3 In the first instance, staff affected should discuss the issue with their manager. If the subject matter of the complaint cannot be resolved or is inappropriate to discuss with the manager, the affected staff may refer it to the SES manager or, as determined by the Clerk, another senior manager, who will:
- (a) treat the matter in confidence;
  - (b) discuss the matter with the applicant to assess and agree on the appropriate course of action to be followed and the limits of the case, unless she or he decides the complaint;

- (c) appoint a suitably qualified and unbiased person to resolve the matter by conciliation or mediation;
- (d) where this is not successful or appropriate, appoint a suitably qualified and unbiased person to inquire into the complaint and report to the SES manager in an appropriate form. The applicant will also receive a copy of any written report; and
- (e) determine the outcome of the complaint having regard to the content of the report and, in consultation with the SES manager, use his or her best endeavours to resolve the matter.

14.4 The following principles will apply:

- (a) the case will be dealt with as expeditiously as possible;
- (b) the onus is on the applicant to establish a case;
- (c) the applicant will specify the outcome(s) sought;
- (d) procedural fairness will apply to all parties to the complaint:
  - (i) there is a right to a fair hearing by an unbiased person;
  - (ii) parties to the complaint have the right to know the case against them; and
  - (iii) parties to the complaint have the opportunity to comment on material which may result in findings adverse to them;
- (e) the standard of proof to apply will be the balance of probabilities;
- (f) full investigation of alleged incidents, statements and events will only be conducted if preliminary consideration shows this would achieve some useful purpose; and
- (g) as far as possible confidentiality and privacy will be observed, noting that information on relevant files may be subject to applications for disclosure under the department's policy on freedom of information.

14.5 If this process fails to resolve the complaint, the formal complaint resolution mechanisms under the Parliamentary Service employment framework remain available to staff, for those actions that are 'reviewable actions' within the meaning of the Parliamentary Service Determinations.

14.6 The Clerk may adopt the outcome of the procedures under sub-clause 14.3 as a primary review for the purposes of clause 7.4.4 of Parliamentary Service Determination 2003/2.

## Clause 15 Selection and Advancement of Staff

- 15.1 The Department is committed to good practice in its approach to the engagement, assignment of duties and advancement of staff.
- 15.2 The Clerk will seek to balance departmental operational requirements, the career aspirations and development needs of staff and the need for employment in the Department to be open to competition from APS and Parliamentary Service employees and members of the Australian community.
- 15.3 The relevant SES manager will determine whether staff are to be recruited to the Department on an ongoing basis or for a particular period, having regard to effective resource management, departmental organisational requirements and priorities, and the career management and developmental needs of existing staff.
- 15.4 Specific recruitment and selection policy and procedures are set out in the Department's "Recruitment and Selection Procedures".

## Clause 16 Investing in Staff

- 16.1 The Department recognises the importance of building on the skills and commitment of its staff in achieving its objectives through the life of the Agreement.

### ***Induction***

- 16.2 The Department considers that it is crucial for staff who have joined the organisation to become aware of (and remain familiar with) its purpose, goals and key values, their rights and responsibilities and their role in the organisation.
- 16.3 The Department will continue structured processes which ensure that:
  - (a) as a high priority, all new entrants will receive timely and appropriate orientation;
  - (b) existing staff who move to new areas also receive systematic induction; and
  - (c) re-orientation programs are established, where appropriate, for other staff.

### ***Ongoing development***

- 16.4 The Department is committed to providing opportunities for all staff to develop and enhance their skills and knowledge to meet the current and future skills requirements of the Department and the Parliamentary Service. This commitment assists to improve the delivery of advice and services, to have a more skilled, flexible and mobile workforce and to enhance staff career prospects. At the same time staff agree to take responsibility for maintaining and developing skills that are relevant.
- 16.5 To complement on-the-job learning, and in recognition of the benefits of private study and structured learning and development activities, staff will have access to a target of five days per year for off the job learning activities in accordance with individual development plans. These activities will have regard to the effectiveness of individual and team learning within available training budgets, while maintaining operational effectiveness.
- 16.6 To help shape future departmental learning and development strategies, staff will continue to have access to relevant external study in accordance with the Department's Studybank guidelines and to participate in suitable management programs.

### **Clause 17 Balance for Work, Family and Personal Responsibilities**

- 17.1 The Department recognises that staff have to balance their working life commitments with other competing interests, such as family, community work and lifestyle choices. This balance is likely to be best achieved through providing staff with the greatest possible flexibility in their attendance patterns, as provided for under clause 29.
- 17.2 The Department is committed to providing an environment that encourages the use of part-time, job-sharing, variable employment, part-year employment, phased retirement and home based working arrangements, in keeping with operational needs. These arrangements may be effective means of reconciling the competing demands of work and life responsibilities.
- 17.3 Where the Department is not able to approve leave or any form of flexible employment, for example part time work, the Manager will provide full reasons in writing.



### ***Flexible employment options for older workers***

- 17.4 A key challenge for the Department is to persuade older staff to remain in employment. Variable employment, part-year employment and phased retirement have been introduced for this purpose.

### ***Part-time work***

- 17.5 Part-time staff are those whose regular hours of work are less than 150 hours over a four week period. Part-time staff will be required to work at least three consecutive hours on any one day.
- 17.6 Salary and other benefits for part-time staff will be calculated on a pro-rata basis, apart from those allowances of a cost reimbursement nature, where part-time staff will receive the same amount as full-time staff.
- 17.7 Part-time staff have access to the flextime scheme and may, by agreement with their manager, vary regular hours of work within an agreed settlement period.
- 17.8 Managers or staff may initiate the introduction or extension of part-time employment. Staff cannot be compelled to convert to, extend or reduce part-time hours.

### ***Job sharing***

- 17.9 Job sharing is an arrangement initiated by two or more staff wishing to share duties, each working part-time on a regular, continuing basis. Staff working under job sharing arrangements will be considered to be part-time staff. Job sharing may include two or more staff sharing duties to support the House on sitting days.

### ***Home based work***

- 17.10 Applications from staff to work at home will be considered in accordance with the Department's policy guidelines.

### ***Variable and part-year employment***

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

***Phased retirement***

- 17.12 Applications from staff for phased retirement will be considered on a case by case basis. Options include working fewer hours or working at a lower level.

***Encouraging staff fitness***

- 17.13 The Department recognises that staff who are in good health are likely to be more productive in the workplace. To promote good health, staff may be reimbursed up to \$299 per year (or a contribution of 60 per cent of the cost of the annual membership of the Parliament House Health and Recreation Centre, whichever is greater) for participation, in their own time, in one or more of the following related activities:
  - (a) fitness programs, or beneficial fitness/recreation activities;
  - (b) quit smoking programs;
  - (c) health checks; or
  - (d) stress management programs.

***Career break (including Parental Leave)***

- 17.14 Staff may apply for a fixed period of leave without pay of up to three years to study or tend to family commitments. On return from the career break the staff member would resume work at the same level.
- 17.15 During this period staff will be able to return to work for short periods either on a full-time or part-time basis, based on operational requirements. They will also be encouraged to attend training courses, seminars and meetings from time to time to maintain contact with the Department.

***Dependant care whilst on duty interstate***

- 17.16 Staff who incur additional expense in relation to dependants in their care, due to travel on duty interstate, may claim reasonable expenses. Expenses incurred during other travel may be considered on a case by case basis.

## Clause 18 Employee Assistance Program

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

## Clause 19 Supported Wage System

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

## Clause 20 Health and Safety

- 20.1 The Department and staff have Health and Safety (H&S) Management Arrangements that enable effective cooperation on H&S matters. The Department's aim under these arrangements is to create and maintain a safe and healthy working environment and fulfil its responsibilities under the *Occupational Health and Safety Act 1991 (OHS Act)*.
- 20.2 Under the *Safety, Rehabilitation and Compensation Act 1988*, the Department has ongoing responsibility to manage workers' compensation claims and provide rehabilitation and return to work programs for injured staff.
- 20.3 At work staff must take all reasonably practicable steps to ensure that they:
- do not risk their own health or safety, or that of any other person whether staff or not;
  - cooperate with the Department to allow the Department to meet its duties as an employer under the OHS Act, and
  - use the safety equipment provided to them by the Department in accordance with any instructions about its safe and proper use.
- 20.4 The Department will provide funds for:
- an annual influenza vaccination program, open to all staff; and
  - biennial eyesight tests and contribution for eyewear if caused by or attributed to the use of screen based equipment.

## Clause 21 Organisational Change

- 21.1 The Department will continue to change in its structure, methods of operation and composition to face the challenges and options of maintaining and improving the delivery of advice and services.
- 21.2 The Department is committed to consultation with staff on planning and change issues, pursuing a policy of avoiding compulsory retrenchment wherever possible and minimising the impact of changes on staff, not by avoiding the changes but by supporting the staff before, during and after the changes.
- 21.3 Organisational planning will be an integral way of involving staff in the planning process within the Department. This will incorporate a yearly planning cycle that will take place at the work area level within work teams.
- 21.4 The Department will continue to provide integrated staff support and appropriate career transition services covering learning and development options, placement, redeployment and counselling.

**Clause 22 Salary Levels and Structure**

- 22.1 The Agreement continues a classification structure and pay arrangements that are specific to the Department. Broadbanded classification arrangements optimise the Department's ability to increase productivity, enhance advice and service to the House of Representatives and the Parliament and improve remuneration processes for staff. The structure increases flexibility and the capacity of the Department to respond quickly to changes in work design and technological advances.
- 22.2 The structure has the following key elements:
- (a) salary rates being paid according to the value of work performed as assessed against the work level standards for each classification level;
  - (b) two broadbands within the classification structure that allows access to additional remuneration resulting from higher performance at the individual level and operational need, within budget;
  - (c) ongoing or non-ongoing (three months or more) movement within the broadbands will be determined by the relevant SES manager based on an assessment of the value of the work to be performed against the work level standards and the staff member receiving a rating of 'meets requirements' for their work performance;
  - (d) performance assessment and feedback against measurable standards that contributes to:
    - (i) progression through individual classification levels and bands; and
    - (ii) developmental needs being identified to assist individuals improve their performance; and
  - (e) the ability of staff to access salary packaging arrangements.

### ***Classification structure and broadbanding***

- 22.3 The structure is consistent with the eight level Australian Public Service classification structure with the local designation Executive levels 1-2 and Parliamentary Service (PS) levels 1-6. Schedule 1 details the salary scale by classification for the life of the Agreement.

### ***Salary advancement between the bands***

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

### ***Salary advancement within the bands***

- 22.5 Broadbanding will allow staff suitable for advancement to move to higher salary points within the band, where there is a need for work to be performed at a higher level, without formal merit selection processes, subject to the requirements of subclause 22.2(c). There is no provision for incremental advancement within a broadband.

### ***Salary advancement within classification levels***

- 22.6 Progression through the classification levels will be based on staff receiving a rating of 'meets requirements' for their work performance, as assessed in accordance with the work performance assessment guidelines and the completion of twelve months (261 working days) at the previous salary point.

### ***Sessional staff rate of pay***

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

### ***Work level standards***

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

### ***Short term assignment***

- 22.9 The need for staff to undertake short term higher level assignments up to three months will be minimal and based solely on operational needs.

In exceptional circumstances, staff may be required to undertake short-term higher level assignments in excess of five days duration and, subject to agreement between the staff member and supervisor/SES manager, such assignments be with additional pay. Staff who are not in the Senior Executive Service and who are required to temporarily perform work in SES jobs will be paid within the salary range for SES Band 1 in the Department.

### **Pay rises**

- 22.10 All staff will receive a pay increase of \$500 plus 4% to their base rates of pay, except for Executive Band 1 level staff who will receive an increase of \$1,000 plus 4% to their base rates of pay effective from when the agreement comes into operation or 1 January 2009 if this is later. The revised rates are set out in Schedule 1.
- 22.11 A further increase of 4.5% to the base rates of pay will be payable to all staff from 1 January 2010. To be eligible for the pay rise, substantial achievement as determined by the Clerk, of the following performance indicators will be necessary:
- (a) those specified in departmental plans, including all internal and external performance indicators (eg the Portfolio Budget Statements);
  - (b) improving staff skills across the Department, as measured through the work performance management process; and
  - (c) achieving specific elements of the People – Service – Productivity business model.

### **Junior rates of pay**

- 22.12 Junior rates of pay as a percentage of the PS Level 1 adult rate of pay will apply as follows:
- |     |                |   |      |
|-----|----------------|---|------|
| (a) | under 18 years | - | 60%  |
| (b) | at 18 years    | - | 70%  |
| (c) | at 19 years    | - | 81%  |
| (d) | at 20 years    | - | 91%. |

## **Clause 23 Salary - Transitional Arrangements**

From 1 January 2009 or when the agreement comes into operation, whichever is the later, staff will move from their current substantive salary point to the salary point set for the level of their current duties, except where a staff member is performing higher duties at the time of translation and is required to continue to undertake work at the higher level. In this case, payment will continue at that level until the need for the current job of work ceases. However, the staff member will be translated to the salary point equivalent to his/her substantive level.

From 1 January 2009 or when the agreement comes into operation, whichever is later, staff at the Executive Band 2 level who at that time have been on the maximum salary point for a period of at least twelve months, will move to the new maximum salary point for that classification level. Executive Band 2 staff who at that time have been on the minimum salary point, will move to the new minimum salary point for that classification level.

## **Clause 24 Salary on Engagement or Assignment of Duties**

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

## **Clause 25 Salary Packaging**

- 25.1 Salary packaging will continue to be available to staff on a salary sacrifice basis. Staff may choose to sacrifice part of their salary (as set out in Schedule 1) for other benefits. A menu of salary packaging items is included in the Salary Packaging Manual that guides the operation of the scheme available to staff.



- 25.2 All costs, including any fringe benefits tax and administrative costs incurred as a result of the salary packaging arrangement will be met by the staff member.
- 25.3 The total value of the package will be used to determine salary for superannuation purposes, and severance and termination payments.

## **Clause 26 Method of Salary Payment**

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

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

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

## **Clause 27 Allowances and Other Conditions**

### ***Executive Allowance***

- 27.1 The Clerk may authorise the payment of Executive Allowance or, as an alternative, Executive Additional Leave to Executive Band 1-2 employees, in accordance with relevant departmental guidelines.
- 27.2 Where Executive Allowance is payable, payment shall be made at the rate of \$191.57 per night. The rate is adjusted in line with increases in the base rates of pay of the Executive Band 1 classification.

- 27.3 Where an entitlement exists to Executive Additional Leave, it shall be granted on an hour for hour basis up to a maximum of 150 hours per calendar year. Executive Additional Leave may accrue for four years, only, after which staff will be deemed to be on leave until the credit is exhausted.

### ***Meal Allowance***

- 27.4 Staff directed to work outside of normal business hours and to the end of a meal period may be paid a meal allowance of \$20.70. For the purpose of this subclause, the meal periods are:
- (a) on Monday to Friday - 6.30-7.00am and 7.30-8.00pm; and
  - (b) on Saturdays, Sundays and Public Holidays - 6.30-7.00am, 12.30-1.30pm and 7.30-8.00pm.

### ***Travelling on duty***

- 27.5 Travelling on duty will be conducted in accordance with the Department's Travel guidelines.
- 27.6 The class of travel on official business in Australia will be economy class.
- 27.7 The class of travel on official business overseas will be business class. The Clerk may approve applications from staff to be accompanied by their spouse/partner at official expense on short-term missions if the aggregate period of unaccompanied overseas duty on short-term missions exceeds 40 weeks.
- 27.8 ***Equipment expenses*** are payable to staff undertaking short-term missions overseas. The expenses are payable no more than once in a three year period. Equipment expenses are intended to assist with the cost of travel equipment and other items purchased as a result of the mission and wear and tear on possessions resulting from overseas travel. The Clerk may determine additional payments of equipment expenses, where necessary. The current rate for equipment expenses is \$410 for the life of the Agreement.
- 27.9 ***Overseas travelling expenses.*** A staff member required to travel overseas on official business will be provided with a corporate credit card and/or an aquittable advance to meet reasonable accommodation, meal and incidental expenses (eg airport taxes, telephone calls to maintain contact with family). The advance will be administered on a case by case basis having regard to issues such as

accepted processes for the payment of accounts in the country being visited and projected expenses where payment by credit card is not an option.

- 27.10 ***Travelling expenses within Australia*** are to cover accommodation, personal living and incidental expenses when staff are absent from Canberra on official business. The standard of accommodation utilised will be reasonable having regard to such things as location, status and the nature of the duties required. Accommodation will be specified for the major capital cities. Where staff encounter unusual circumstances or high level costs they should provide receipts to claim additional out of pocket expenses.
- 27.11 Where possible all payments for accommodation and meals will be made by corporate credit card. Staff who do not have access to a corporate credit card will be able to apply for an advance. This advance will be paid by direct credit into the nominated account of staff.
- 27.12 ***Review of travelling expenses.*** After a member of staff has resided at one locality for a period of 21 days, reasonable expenses will be paid.

### ***Reimbursement for loss or damage to personal effects***

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

### ***Relocation assistance***

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

### ***Footwear Allowance***

- 27.15 The Clerk may issue guidelines for the calculation of a footwear allowance and the provision of footwear. Where an allowance is paid, it shall be no greater than \$260 per annum.

### ***Motor Vehicle Allowance***

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

***Excess travelling time***

- 27.17 Staff who are travelling or on duty away from Canberra may claim for additional time in lieu outside the flextime band width in excess of the time that it normally takes them to get to work. The minimum claim is a ½ hour in any one day or 2½ hours in any fortnight. Only staff who are on a salary point that does not exceed the maximum salary of the Parliamentary Service Level 6 are eligible to claim.

**Clause 28 Superannuation**

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

**Clause 29 Hours of Duty**

- 29.1 All full-time staff will be required to work 1950 hours per year (on average 37.5 hours per week). Printing staff hours of duty may include the rostering of staff on shift arrangements. The ordinary hours of duty for part-time staff are those agreed in their part-time work agreement.

***Span of hours***

- 29.2 The span of hours during which staff may work normal hours is 7.30am to 7.30pm Monday to Friday (unless otherwise agreed between the relevant manager and staff). Where a staff member requests to work outside this span of hours, eg. on sitting nights, on a Saturday, Sunday or Public Holiday, they may do so with the agreement of their manager. The key consideration will be operational requirements. Any hours worked on this basis will be treated as ordinary hours and will not attract overtime rates.

- 29.3 Managers may direct staff to work outside the span of hours. The key consideration will be the operational requirements of the Department. The overtime and time off in lieu provisions outlined below will apply in such circumstances.

### ***Working patterns***

- 29.4 The pattern of hours that staff will work is a matter for agreement between managers and staff, however, staff will not be required to work for more than five consecutive hours without a meal break of at least thirty minutes. The parties to the Agreement agree to implement effective working patterns that may include more sharing of duties, varying the hours of working to meet the contingencies of sitting times and supporting committees to better meet the peaks and troughs of work.
- 29.5 Executive level 1 and 2 staff may negotiate with their supervisors for time off in lieu of the additional hours they may work and/or excess travelling time.
- 29.6 Each working day staff are required to record their actual time of arrival and departure and any breaks. The method of recording will be agreed between the managers and staff.

### ***Overtime***

- 29.7 Overtime is payable for work performed by staff after the completion of 7 hours 30 minutes and that continues outside the span of hours, providing it is at the direction of the manager. Overtime is paid to staff rostered or directed to work prior to 7.30 am, they will be paid at overtime rates until 8.45 am. Executive level 1-2 staff are not eligible for overtime payments.
- 29.8 The following provisions apply to claims:
- (a) unless otherwise agreed staff working authorised overtime who have a flex debit will not be eligible for an overtime payment until and unless the flex debit has been eliminated. Such debits are to be reduced by the period of overtime worked, with the reduction being calculated at the applicable overtime rate; and
  - (b) staff working authorised overtime, who do not have a flex debit, have the option to take their overtime entitlement as time off in lieu, calculated at the applicable overtime rate.

- 29.9 Overtime rates are as follows:
- (a) on Monday to Friday – time and one half;
  - (b) on Saturday – time and one half for the first three hours and double time thereafter;
  - (c) on Sunday - double time;
  - (d) on a public holiday which falls on a week day - double time for duty outside the standard hours;
  - (e) on a public holiday for duty within the standard hours - single time as staff are already being paid for the public holiday.
- 29.10 In calculating the overtime or time off in lieu entitlement, a divisor of 37.5 hours is to be used for all staff.
- 29.11 Staff are required to have a rest break of at least 8 hours plus reasonable travelling time between ceasing work on any day and commencing work on the next day. Where such a rest break is not possible because staff are required to attend for duty, they will be paid double ordinary time rates until they have had such a break.

***Restriction duty***

- 29.12 The Clerk may direct staff to be contactable and to be available to perform overtime outside of their ordinary hours of duty. In these circumstances, staff will be paid an allowance at the rate of 7.5% of their hourly rate of pay (including allowances in the nature of salary) for each hour restricted from Monday to Friday, 10% for each hour restricted on Saturday and Sunday and 15% for each hour restricted on public holidays and accrued rostered days off.

***Flexitime***

- 29.13 Flexitime is a scheme of flexible working hours arrangements that enable staff and managers to vary working hours, patterns and arrangements. The scheme is also intended to provide maximum organisational flexibility with benefits to clients, staff and the Department. Subject to work area requirements, flexitime will be available to all staff covered by this Agreement, except Executive level 1-2 staff. The following parameters will apply:
- (a) ordinary hours of duty for full-time staff participating in the flexitime scheme are 150 hours over a four week period. For part-time staff, ordinary hours of duty are those agreed in their

- part-time work agreement;
- (b) managers and staff may discuss and reach agreement on:
    - (i) the flex credit maximum they wish to apply;
    - (ii) the settlement period they wish to apply up to a maximum of three months;
    - (iii) the maximum period of flex leave which may be taken in the settlement period; and
    - (iv) any other relevant issues for the work area; and
  - (c) in normal circumstances, staff may carry over a maximum of ten hours flex debit accumulated in any one settlement period into the next settlement period. The amount by which the maximum debit is exceeded shall be treated as miscellaneous leave without pay and an appropriate salary deduction will be made.
- 29.14 Managers have a responsibility to manage the hours of duty of staff to ensure that individuals are productively employed and are not building up excessive flex credits without the opportunity to access flex leave.
- 29.15 Access to flexible working arrangements will not apply in circumstances where staff:
- (a) have unsatisfactory attendance; or
  - (b) are misusing the arrangements; or
  - (c) are engaged in any form of industrial action.
- 29.16 Where staff are absent from duty without approval, all pay and other benefits provided under this Agreement will cease to be available until they resume duty or are granted leave.
- 29.17 Where flexible working arrangements no longer apply, staff will revert to standard hours. Standard hours are seven hours and thirty minutes per day, to be worked from 8.45am to 12.30pm and 1.30pm to 5.15pm.

### **Clause 30 Shift Work**

- 30.1 Staff will be considered to be shiftworkers if rostered to perform normal duty outside the period 6.30am to 6pm, Monday to Friday, and/or on Saturdays, Sundays or public holidays for an ongoing or fixed period. Except at the regular changeover of shifts, staff should not be rostered to work more than one shift in each 24 hours.

- 30.2 The following penalty loading rates apply:
- (a) 15% of salary for any part of duty performed between the hours of 6pm to 6.30am;
  - (b) 30% of salary for each shift falling wholly within the hours of 6pm and 8am for a period exceeding four weeks;
  - (c) 50% of salary for all rostered time performed on Saturday;
  - (d) 100% of salary for all rostered time performed on a Sunday; and
  - (e) 150% of salary for all rostered time performed on a public holiday.
- 30.3 Any proposal for a new roster or arrangement of shift cycles may be made with the approval of the Clerk, following consultation with staff through the consultative committee.

### **Clause 31 Portability of Accrued Recreation and Personal Leave Entitlements**

- 31.1 All existing unused accrued recreation leave and personal leave credits of current staff will be recognised.
- 31.2 Staff recruited to the Department directly from another Parliamentary Department or an APS agency will have the credits of recreation and personal or sick leave, however described, accrued in previous Parliamentary Departments or previous APS agencies recognised. This will include recognition of days of leave as whole days, regardless of the length of the day.
- 31.3 Staff recruited to the Department directly from the ACT Government Service, will have recreation and personal leave credits accrued in the ACT Government Service recognised.
- 31.4 Staff who have a period of prior service recognised for long service leave purposes in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* may have the period of service also recognised for personal leave purposes, provided that the break in continuous service has not exceeded 2 months.
- 31.5 Where a period of service is recognised for personal leave purposes, accrual will be at the rate specified in clause 34, less any leave taken or paid out in lieu. Where there are no available records of leave taken during a period of prior service, a deduction of 5 days per year of recognised service will be made.



- 31.6 The Clerk may, in exceptional circumstances, recognise a period of service that does not fall within the definition referred to in clause 31.4 for personal leave purposes.
- 31.7 The entitlement to these accrued credits of leave, and any future entitlements to recreation leave and personal leave, will be those prevailing under this Agreement.

## **Clause 32 Recreation Leave**

- 32.1 The annual recreation leave credit will be twenty working days paid recreation leave for each full year worked. The pro rata provisions of clause 17 apply to part-time staff. The taking of recreation leave is subject to approval of the Clerk. Recreation leave counts as service for all purposes.
- 32.2 Staff have access to recreation leave as it accrues on a daily basis.
- 32.3 Where a public holiday occurs during the course of recreation leave and the staff member is entitled to payment during the period, no deduction will be made from the staff member's recreation leave credit.
- 32.4 Payment of salary in lieu will be made to staff for unused recreation leave at the time of their termination of service from the Parliamentary Service.

### ***Leave management strategies***

- 32.5 Staff will be expected to take at least six weeks recreation leave during the life of the Agreement or three weeks per year, and supervisors will be required to monitor and manage staff leave. This will include development of formal leave plans and regular consultation shall occur between the supervisor and staff member. Such plans will be a major consideration of any requests for the deferral of reduction of credits outlined in subclause 32.9.
- 32.6 The work performance assessment of supervisors will include consideration of their management of staff leave. Quarterly reports on leave taken by staff will be provided to the department's Executive.
- 32.7 Staff have access upon request to a double salary payment for up to two weeks recreation leave per annum, with a double deduction from their recreation leave credit.

- 32.8 Staff will be able to access their recreation leave at half salary payment.
- 32.9 All staff with a recreation leave credit in excess of eight weeks (300 hours) on 31 May each year, will be required to consult with their SES Manager about recreation leave they will take to reduce their credit. Staff may upon request reduce their recreation leave by receiving compensation for the reduction by payment on an hour for hour basis. Where a staff member is to be compensated for a reduction in leave, they may elect to have the payment split between the current financial year and the next financial year.
- 32.10 The maximum amount that may be 'cashed out' as either double paid recreation leave in subclause 32.7 or to reduce the amount of accumulated recreation leave in subclause 32.9, is the equivalent of two weeks per year.

**Clause 33 Purchased Leave**

- 33.1 Staff may elect to purchase at least one week's additional leave per year up to a maximum of ten weeks. All purchased leave in excess of four weeks will be discounted as per subclause 33.3. The taking of purchased leave is subject to approval of the Clerk. Relief arrangements for staff absences under purchased leave are at the discretion of the manager, and should be handled in the same way as for recreation leave arrangements.
- 33.2 Staff will have an amount deducted from their annual salary (as specified in Schedule 1) which will be reflected in their fortnightly salary. The amount deducted will depend on the amount of leave purchased and the staff member's salary. These arrangements will not affect continuity of service or other entitlements. Purchased leave will count as service for all purposes.
- 33.3 Staff purchasing more than four weeks additional leave will have the amount deducted from salary discounted by 1/3 of the amount in excess of four weeks.

**Clause 34 Personal Leave**

- 34.1 Personal leave may be granted by the Clerk in the following instances:
  - (a) where staff are ill or injured or for an attendance at a medical appointment;

- (b) to enable staff to care for members of their family/household who are ill or injured and for whom staff have carer responsibilities;
  - (c) for bereavement purposes following the death of a member of family or household or a close friend;
  - (d) short term leave for other emergency reasons considered appropriate, including dealing with urgent household matters and repairs.
- 34.2 Staff will accumulate eighteen days personal leave credits at full pay for each year of employment with the Department. The pro rata provisions of clause 17 apply to part-time staff. Staff, on engagement, will be credited with eighteen days personal leave. Staff employed on non-ongoing contracts will accrue personal leave on a pro rata basis for each completed month of service.
- 34.3 Staff have access to personal leave as it accrues on a daily basis. Where personal circumstances require, staff may apply to convert full pay sick leave credits to half pay sick leave credits. Personal leave will not accrue where staff have been absent on leave without pay which does not count as service, or any unauthorised absence.
- 34.4 Personal leave beyond seventy-eight weeks will be treated as if staff have been granted personal leave without pay, subject to satisfactory medical evidence. This period of personal leave will not count as service for any purpose, except long service leave.
- 34.5 Staff will not have their services terminated without consent on incapacity grounds before their personal leave credits have been exhausted.
- 34.6 Staff who are retired on incapacity grounds, and are subsequently re-engaged as a result of action taken under section 75 of the ***Superannuation Act 1976***, are entitled to be credited with personal leave equal to the credit at the time of retirement.
- 34.7 Staff receiving workers compensation for more than forty five weeks or on graduated return to work provisions will accrue personal leave and recreation leave on a pro rata basis for the hours actually worked.
- 34.8 Staff who are medically unfit for duty for one day or longer while on recreation or long service leave and who produce satisfactory medical evidence, may apply for personal leave. Recreation and long service

leave will be re-credited to the extent of the period of personal leave granted.

- 34.9 Staff who qualify for carers' leave and bereavement leave, under paragraphs 34.1(b) and 34.1(c) respectively, for one day or longer while on recreation leave and who produce evidence, may apply for personal leave. Recreation leave will be re-credited to the extent of the period of personal leave granted.
- 34.10 Personal leave will not be debited where staff are medically unfit on a public holiday that they would otherwise have observed.
- 34.11 Staff cannot be paid personal leave while on paid maternity leave.
- 34.12 Staff who are absent from work because of illness are not normally able to use leave other than personal leave to cover the absence. However, recreation leave or long service leave may be used on request in the following circumstances:
- (a) recreation leave may be granted where staff have a long-term illness, have been continuously absent for at least 26 weeks and have exhausted all paid personal leave; and
  - (b) long service leave may be granted to staff who have been absent on personal leave because of a long-term illness provided that a report on their state of health is obtained first from a nominated medical practitioner. If the nominated medical practitioner reports that staff are totally and permanently incapacitated, the procedures for incapacity termination of service should be followed.
- 34.13 Where staff are granted personal leave without pay, the period of leave will count as service for the purpose of recreation and personal leave entitlements.
- 34.14 The Clerk may, where such treatment is justified, allow staff with long service a grant of additional leave on pay (usually on half pay) where leave on pay is exhausted.

***Leave management strategies***

- 34.15 Staff must advise their manager by 10am on the date of absence of their absence or their intention to be absent on personal leave.

- 34.16 Supervisors are required to monitor the taking of leave by staff and must discuss the reasons for absences with staff, on their return to duty. Staff will generally not be required to provide a medical certificate to support an application for personal leave arising from personal, family or household injury or illness. Where such leave is excessive, a supervisor may request a certificate. Medical certificates cannot be required for periods of personal leave taken prior to a supervisor's request for a medical certificate.
- 34.17 Staff may use flex leave for absences on account of personal leave for periods of a day or less.
- 34.18 Where staff are on personal leave for a continuous period of 4 weeks, or for a total of 13 weeks in any 26 week period, or they present a doctor's report stating they are unfit for duty and the prognosis is unfavourable, the directions in subclause 3.7.2 in Parliamentary Service Determination 2003/2 should be applied.
- 34.19 The grant of further personal leave when staff have been on continuous personal leave for 13 weeks is subject to a medical examination by the nominated medical practitioner. When staff have been on continuous personal leave for less than 13 weeks and it appears that the absence may continue beyond 13 weeks, they may be referred to a nominated medical practitioner for a medical examination. Staff who have been on continuous personal leave for more than 13 weeks must be certified fit by the nominated medical practitioner before they are permitted to return to work.

### **Clause 35 Miscellaneous Leave**

- 35.1 The Clerk may approve leave for other reasons not covered by other leave types having regard to operational needs of the Department.
- 35.2 Miscellaneous leave may be granted with pay for the following purposes:
- (a) war service sick leave;
  - (b) for staff of Aboriginal or Torres Strait Islander descent for ceremonial purposes connected with the death of a member of the immediate family or extended family or other ceremonial obligations under ATSI law;
  - (c) short periods of leave within a working day;

- (d) participation in State Emergency Service activities and community service volunteers for emergency services duties;
- (e) in recognition of extraordinary circumstances (eg state of emergency situations such as bushfires, floods, and earthquakes);
- (f) adoption leave is non-gender specific and the entitlement will be the same as the entitlement to paid maternity leave under the ***Maternity Leave (Commonwealth Employees) Act 1973*** and sub-clause 35.6;
- (g) ten days paternity leave for staff to attend to requirements associated with the birth or adoption of their child plus an additional ten days from their personal leave credits;
- (h) two days leave per calendar year to perform voluntary work for a not-for-profit community organisation; and
- (i) two days compassionate leave on each occasion where a staff member's immediate family or member of the staff member's household contracts or develops a life threatening illness or injury or dies and where personal leave credits are exhausted.

35.3 Miscellaneous leave may be granted with or without pay for the following purposes:

- (a) Studybank;
- (b) Defence force requirements; and
- (c) participation in major international sporting events and inter-departmental sporting events approved by the Clerk.

35.4 Miscellaneous leave may be granted without pay by the Clerk in the following circumstances:

- (a) full-time study commitments;
- (b) days of cultural or religious significance for staff members;
- (c) accompanying a spouse on a posting;
- (d) non-parliamentary employment or work in the interests of the Commonwealth;
- (e) carer's leave where paid personal leave entitlements are exhausted; and
- (f) for other purposes where other types of paid leave have been exhausted.

- 35.5 Except for miscellaneous leave without pay taken when Personal Leave credits have been exhausted, or for full-time study commitments of approved students that will count for long service leave purposes, all other miscellaneous leave without pay will not count for service.
- 35.6 Staff who are entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* (the Maternity Leave Act) will have access to a further two weeks of other paid leave over the entitlements available under the Maternity Leave Act. Staff proceeding on maternity leave have the option of converting all their paid maternity leave credits from full pay to half pay.
- 35.7 Staff may access long service leave for a minimum period of seven calendar days at any one time.

### ***Christmas stand-down and additional holiday***

- 35.8 All staff will be granted two days leave with pay, without deduction from leave credits, between Christmas Day and New Year's Day each year.
- 35.9 All staff will be granted an additional holiday between Christmas and New Year. The additional holiday will be observed on the next normal business day after the Boxing Day holiday.

## **Clause 36 Public Holidays**

- 36.1 Staff will observe the following public holidays observed in the Australian Capital Territory without loss of pay: New Year's Day (or substitute); Australia Day (or substitute); Good Friday and the following Saturday and Monday; 25 April, Anzac Day (or substitute); the Queen's Birthday observance day; the labour day or equivalent; Christmas Day (or substitute); Boxing Day (or substitute) and any further public holidays gazetted by the ACT Government.
- 36.2 Where Christmas Day, Boxing Day, New Year's Day and Australia Day fall on a Saturday or Sunday, a day designated will be substituted. The Saturday or Sunday for which substitution is made will be deemed not to be a holiday.
- 36.3 Where a staff member is on duty in another state on a day designated as a public holiday in the ACT, they will be granted a day's leave in lieu.

## **Clause 37 Redeployment, Retirement and Redundancy**

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

### ***Consultation process***

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

### ***Voluntary retrenchment (VR)***

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



### **Information to be provided**

- 37.6 Staff must be given timely information on:
- (a) the amount of severance pay, pay in lieu of notice and paid up leave credits;
  - (b) their amount of accumulated superannuation contributions;
  - (c) their options concerning superannuation;
  - (d) the taxation rules applying to the various payments; and
  - (e) the availability of financial counselling up to a cost limit of \$450.

### **Period of notice**

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

### **Severance benefit**

- 37.8 Staff who agree to be voluntarily retrenched and have their employment terminated under section 29 of the *Parliamentary Service Act 1999* on the grounds that they are excess to the requirements of the department, are entitled to be paid a severance benefit equal to two weeks' salary for each completed year of service, plus a pro rata payment for completed months of service since the last completed year of service. The minimum sum payable will be four weeks' salary and the maximum will be forty-eight weeks' salary. The severance benefit will be calculated on a pro-rata basis for any period where staff have worked part-time hours during their period of service and they have less than twenty-four years full-time service.
- 37.9 Service for severance pay purposes means:
- (a) service in the Department;
  - (b) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
  - (c) service with the Commonwealth (other than service with

a Joint Commonwealth-State body corporate in which the Commonwealth does have a controlling interest) which is recognised for long service leave purposes;

- (d) service with the Australian Defence Forces;
- (e) APS service immediately preceding deemed resignation, if the service has not been previously recognised for severance pay purposes; and
- (f) service in another organisation where staff were transferred from the APS to that organisation with a transfer of function or service in another organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

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

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

37.11 Any period of service which by way of retrenchment; retirement on grounds of invalidity; inefficiency or loss of qualifications; forfeiture of office; dismissal; termination of probation appointment for reasons of unsatisfactory service; or voluntary retirement at or above the minimum retiring age applicable to staff or with the payment of an employer-financed retirement benefit will not count as service for severance pay purposes.

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

37.13 For the purpose of calculating the severance benefit, salary will include:

- (a) staff salary; or
- (b) the salary of the higher position, where staff have been performing work at a higher level for a continuous period of at

least twelve months immediately preceding the date on which they are given Notice of Termination; and

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

### ***Retention periods***

- 37.14 Unless they agree, excess staff who do not agree to be voluntarily retrenched, will not be involuntarily retrenched until the following retention periods have elapsed:
- (a) thirteen months where staff have twenty or more years of service or are over 45 years of age; or
  - (b) seven months for other staff.
- 37.15 The retention period will commence on the earlier of the following:
- (a) the day staff are advised in writing by the Clerk that they are excess staff; or
  - (b) one month after the day on which the Clerk invites the staff to elect to be retrenched.
- 37.16 During the retention period the Clerk:
- (a) will continue to take reasonable steps to find alternative employment for staff; and/or
  - (b) may, with four weeks' notice, reduce the classification of excess staff as a means of securing alternative employment for them. Where excess staff are reduced in classification before the end of the appropriate retention period, they will continue to be paid at the previous level for the balance of the retention period.
- 37.17 During the retention period staff:
- (a) will take reasonable steps to find alternative employment; and
  - (b) actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.

- 37.18 Excess staff may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.
- 37.19 Where the Clerk believes there is insufficient productive work available for excess staff during the retention period, the Clerk may, with the agreement of staff, terminate their employment under section 29 of the *Parliamentary Service Act 1999* and pay the balance of the retention period as a lump sum.
- 37.20 Excess staff will not be retrenched involuntarily if they have not been invited to elect to be retrenched or have elected to be retrenched but the Clerk refuses to approve it.
- 37.21 Excess staff will be given four weeks notice (or five weeks if they are over forty-five years of age with at least five years of continuous service) where it is proposed that they will be involuntarily retrenched. Wherever possible, this notice will be concurrent with the retention period.

## Schedule 1 Salary Scales by Classification

Classification	Current salary Scale	Salary scale at 1 January 2009	Salary scale at 1 January 2010
<b>Executive Band 2</b>		\$115,986	\$121,205
		\$108,225	\$113,074
		\$104,753	\$109,463
		\$97,535	\$114,389
<b>Executive Band 1</b>		\$89,708	\$94,336
		\$86,661	\$91,167
		\$80,322	\$84,575
<b>House of Representatives Band 2:</b>			
<b>PS Level 6</b>		\$73,878	\$80,834
		\$69,459	\$72,757
		\$65,037	\$68,158
<b>PS Level 5</b>		\$63,599	\$69,663
		\$61,873	\$64,868
		\$60,077	\$63,000
<b>PS Level 4</b>		\$57,441	\$62,971
		\$55,250	\$57,980
		\$53,055	\$55,697
<b>House of Representatives Band 1:</b>			
<b>PS Level 3</b>		\$51,548	\$56,566
		\$49,748	\$52,258
		\$47,951	\$50,389
<b>PS Level 2</b>		\$46,515	\$51,096
		\$44,537	\$46,838
		\$42,559	\$44,781
<b>PS Level 1</b>		\$41,148	\$45,263
		\$39,324	\$41,417
		\$37,563	\$39,586
<b>20 years</b>	\$34,182	\$36,023	\$37,644
<b>19 years</b>	\$30,426	\$32,065	\$33,507
<b>18 years</b>	\$26,294	\$27,710	\$28,957
<b>under 18 years</b>	\$22,538	\$23,752	\$24,820

## Schedule 2 Supported Wage for Staff with a Disability

### 1. Employees eligible for a supported wage

This schedule defines the conditions which will apply to staff who, because of the effects of a disability, are eligible for a supported wage. In the context of this schedule, the following definitions will apply:

- ▶ “Supported Wage System” means the Commonwealth Government system to promote employment for people who cannot work at full salary because of a disability.
- ▶ “Accredited Assessor” means a person accredited by the managing unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.
- ▶ “Disability Support Pension” means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- ▶ “Assessment instrument” means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

### 2. Eligibility Criteria

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

### **3. Supported Wage Rates**

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

<b>Assessed Capacity</b>	<b>% of Relevant Salary Rate</b>
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

### **4. Assessment of Capacity**

For the purpose of establishing the percentage of the relevant salary rate to be paid to staff under this Agreement, the productive capacity of staff will be assessed in accordance with the Supported Wage System and documented in an assessment instrument.

### **5. Lodgement of Assessment Instrument**

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

### **6. Review of Assessment**

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

## **7. Other Terms and Conditions of Employment**

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

## **8. Workplace Adjustment**

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

## **9. Trial Period**

- 9.1 In order for an adequate assessment of staff capacity to be made, the Department may employ staff under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- 9.2 During the trial period the assessment of capacity shall be undertaken and the proposed salary rate for a continuing employment relationship shall be determined.
- 9.3 The minimum amount payable to the employee during the trial period shall be no less than \$69 per week.
- 9.4 Where the Department and staff wish to establish a continuing employment relationship following the completion of the trial period, further contracts of employment shall be entered into based on the outcome of assessment under clause 4 of this schedule.