

Department of the Senate

Enterprise Agreement 2017 – 2020

CONTENTS

SECTION 1:

Introduction, technical and general matters

1. Introduction	1
2. Coverage	1
3. Definitions	1
4. Duration	3
5. Delegation	3
6. Departmental guidelines	3
7. Individual flexibility arrangements	3
8. Dispute resolution term	4
9. Formal acceptance of the Agreement	5

SECTION 2:

People and performance management

10. Performance management	6
11. Managing underperformance	6
12. Learning and development	8
13. Consultation term	8
14. Workplace Consultative Committee	10
15. Workplace support	11
16. Excess employees	11

SECTION 3:

Remuneration and allowances

17. Rates of pay	16
18. Salary increases	18
19. Salary advancement within classifications	19
20. Superannuation choice	20
21. Allowances and reimbursement	20

SECTION 4:

Hours of duty and overtime

22. Hours of duty	23
23. Part-time work, job-sharing and home-based work	24
24. Flextime	24
25. Working patterns for Parliamentary Executive Level 2 employees	25
26. Overtime and time off in lieu	26
27. Shiftwork	27

SECTION 5:

Leave provisions

28. Annual leave	29
29. Personal/carer's leave	30
30. Compassionate leave	32
31. Other types of leave	32
32. Portability of accrued leave entitlements and recognition of prior service	35

SECTION 6:

Public holidays and closedown days

33. Public holidays	36
34. Closedown days	36

SECTION 7:

Miscellaneous matters

35. Travel on official business	37
36. Child care/family care expenses	37
37. Loss or damage	37
38. Notice of resignation, retirement and termination of employment by the department	37
39. Payment on death	38

APPENDIX 1

Classification and Salary Scales	39
--	----

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 2017 – 2020*.

2. Coverage

- 2.1 This is an Agreement made under section 172 of the *Fair Work Act 2009* between the Clerk of the Senate and the employees of the Department of the Senate (the department) who are covered by this Agreement.
- 2.2 This Agreement covers the Department of the Senate, on behalf of the Commonwealth, and employees in the department, including employees who are temporarily assigned to the Senior Executive Service classification, but does not cover:
- (a) other Senior Executive Service employees; and
 - (b) a person whose salary is paid by another department or agency.

3. Definitions

Agreement	means the <i>Department of the Senate Enterprise Agreement 2017 – 2020</i> .
casual employee	means a person who is engaged by the department under section 22(2)(c) of the <i>Parliamentary Service Act 1999</i> .
Clerk	means the Clerk of the Senate.
department	means the Department of the Senate.
departmental guidelines	means relevant policies, guidelines and advices.
employee	means a person who is engaged by the department under the <i>Parliamentary Service Act 1999</i> .
employer	means the Clerk of the Senate (the Clerk) on behalf of the Commonwealth.

FWC	means Fair Work Commission.
immediate family	<p>means:</p> <p>(a) a spouse, partner, child, parent, grandparent, grandchild, or sibling of the employee</p> <p>(b) a child, parent, grandparent, grandchild or sibling of a spouse or partner of the employee</p> <p>(c) a person with whom the Clerk is satisfied the employee has a strong affinity</p> <p>for the purposes of which:</p> <ul style="list-style-type: none"> • a “child” includes an adopted child, a stepchild, an exnuptial child, an adult child or a child in the care and custody of the employee; • a “spouse” includes a former spouse, a de facto spouse and a former de facto spouse; • a “de facto spouse”, of an employee, means a person who lives with the employee on a genuine domestic basis (whether married to the employee or not); and • a “partner” includes a former partner.
manager	means an employee who has responsibility for overseeing, monitoring, managing, directing or supervising a discrete work group.
NES	means the National Employment Standards as set out in the <i>Fair Work Act 2009</i> .
other documentary evidence	includes a statutory declaration, where provision of a medical certificate would otherwise be required.
Parliamentary Service	means the Australian Parliamentary Service established by the <i>Parliamentary Service Act 1999</i> .
part-time employee	means an employee whose agreed hours are less than 37 hours and 30 minutes per week.
program manager	means a Senior Executive Service employee.
Program Manager Group	means the Senior Executive Service employees collectively.
section head	means an employee at the Parliamentary Executive Level 1 or 2 with management responsibilities for a discrete work unit.
sessional employee	means an employee who is employed primarily to undertake duties involved with the sittings of the Senate.
supervisor	means an employee who has responsibility for overseeing, monitoring, managing, directing or supervising another employee.

4. Duration

- 4.1 This Agreement commences operation on the day seven days after the date on which it is approved by FWC. The nominal expiry date of the Agreement will be three years from the date of commencement.

5. Delegation

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

6. Departmental guidelines

- 6.1 The operation of this Agreement is supported by departmental guidelines. These guidelines do not form part of the Agreement. If there is any inconsistency between this Agreement and departmental guidelines, the express terms of this Agreement prevail.

7. Individual flexibility arrangements

- 7.1 The Clerk and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the 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
 - (b) the arrangement meets the genuine needs of the Clerk and the employee in relation to one or more of the matters mentioned in clause 7.1(a); and
 - (c) the arrangement is genuinely agreed to by the Clerk and the employee.
- 7.2 The Clerk must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 7.3 The Clerk must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the names of the Clerk and the employee; and
 - (c) is signed by the Clerk and the employee and if the employee is under 18 years of age, is signed by a parent or guardian of the employee; and

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

8. Dispute resolution term

- 8.1 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.
- 8.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 8.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisor/s and/or management.
- 8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
- 8.5 FWC may deal with the dispute in two stages:
- (a) 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 FWC is unable to resolve the dispute at the first stage, FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009.

A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Fair Work Act 2009. Therefore, an appeal may be made against the decision.

- 8.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally, unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the Clerk to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational 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.
- 8.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

9. Formal acceptance of the Agreement

- 9.1 This Agreement is made under section 172 of the *Fair Work Act 2009*. Accordingly, it is an agreement between the employer and the employees who are covered by this Agreement.

Employer

Signed: _____

Name: Richard Pye
Clerk of the Senate

Date

Address: Parliament House, Canberra, Australian Capital Territory, 2600.

Employee bargaining representative

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

Signed: _____

Name: _____ Date

Address:

People and performance management

10. Performance management

10.1 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) supervisors and managers will engage in regular two-way feedback with employees on their individual work performance and with work teams on their performance in meeting the section's or committee secretariat's work objectives;
- (d) written assessment of individual performance will be provided in October and April each year, along with the provision of written feedback to the supervisor by each team member or jointly with other team members; and
- (e) the overall performance standards for the Scheme will be "effective or better", "requires development" and "unsatisfactory".

10.2 Further details are set out in the relevant departmental guidelines.

11. Managing underperformance

Performance that requires development

11.1 Where an employee's overall performance is assessed as "requires development" the employee's supervisor will monitor his or her 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 supervisor will implement development strategies to assist the employee to achieve an "effective or better" performance assessment.

Unsatisfactory performance

- 11.2 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 11.1, the Clerk may commence a performance management process. This may include:
- (a) advising the employee in writing as soon as practicable that his or her performance has been found unsatisfactory and state why; and
 - (b) initiating a review of the employee’s performance over a specified time period.
- 11.3 If at the end of the performance review period under clause 11.2(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.
- 11.4 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.
- 11.5 At the end of the time period referred to in clause 11.4, the Clerk, having considered any representations submitted by the employee, may implement the intended action. If the performance review period is extended under subclause 11.3(a), at the completion of the extended performance review period, clauses 11.3 and 11.4 again have effect.
- 11.6 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 11.1), the employee’s employment may be terminated.
- 11.7 The department may terminate the employment of a non-ongoing employee whose overall performance is assessed as “unsatisfactory” at any stage during his or her employment period.
- 11.8 Further details are set out in the relevant departmental guidelines.

12. Learning and development

- 12.1 Employees will have a target number of hours of 21 hours of work-related learning activities to complete each 12-month performance period.

Studybank

- 12.2 The Clerk may approve the grant of assistance to an ongoing employee to a maximum of:
- (a) 40 hours paid leave per university unit (or equivalent) per semester (up to a maximum of 80 hours per semester or six month period), to attend classes, undertake examinations or for other agreed study purposes, which, with the agreement of the supervisor, can be accumulated over the semester and taken as a block of time; and
 - (b) \$1,000 per unit, or equivalent, for reimbursement of course fees, paid for upfront, and/or related costs.
- 12.3 Further details are set out in the relevant departmental guidelines.

13. Consultation term

Consultation

- 13.1 This term applies if the Clerk:
- (a) has made a decision to introduce a major change to production, programs, organisation, structure or technology in the department and that change 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.

Major change

- 13.2 For a major change referred to in subclause 13.1(a):
- (a) the Clerk must notify the relevant employees of the decision to introduce the major change; and
 - (b) clauses 13.3 to 13.9 apply.
- 13.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 13.4 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the Clerk of the identity of the representative; the Clerk must recognise the representative.

- 13.5 As soon as practicable after making the decision, the Clerk must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Clerk is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion – provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 13.6 However, the Clerk is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 13.7 The Clerk must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 13.8 If a term in this Agreement provides for a major change to production, programs, organisation, structure or technology in the department, the requirements set out in clauses 13.2(a), 13.3 and 13.5 are taken not to apply.
- 13.9 In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the department’s workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 13.10 For a change referred to in subclause 13.1(b),
- (a) the Clerk must notify the relevant employees of the proposed change; and
 - (b) clauses 13.11 to 13.15 apply.
- 13.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

- 13.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the Clerk of the identity of the representative; the Clerk must recognise the representative.
- 13.13 As soon as practicable after proposing to make the change, the Clerk must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion – provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Clerk reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the Clerk reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 13.14 However, the Clerk is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 13.15 The Clerk must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 13.16 In this term:
relevant employees means the employees who may be affected by a change referred to in clause 13.1.

14. Workplace Consultative Committee

- 14.1 There is to be a Workplace Consultative Committee, chaired by a program manager, and comprising one other program manager if nominated by the Program Manager Group, and employee representatives nominated or elected by employees.
- 14.2 Members of the Workplace Consultative Committee will review the terms of reference of the Workplace Consultative Committee from time to time.
- 14.3 The Workplace Consultative Committee is a forum for consultation with employees regarding the implementation of this Agreement.

15. Workplace support

- 15.1 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.
- 15.2 Further details are set out in the relevant departmental guidelines.
- 15.3 The department will also provide employees with access to a confidential, professional counselling service, at no cost to employees. Employees may have unlimited access to the service for support in resolving work-related matters and generally up to three sessions for support in resolving personal matters.

16. Excess employees

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

Consultation

- 16.2 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.

- 16.3 Where the Clerk is undertaking a consultation process in accordance with clause 13 in relation to the situation, the discussions in clause 16.2 may be undertaken at or around the same time as the discussions contemplated in clause 13.2 to 13.9.
- 16.4 During the discussions referred to in clause 16.2, 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

- 16.5 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

- 16.6 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 his or her 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.
- 16.7 The consideration period can be reduced by agreement between the employee and the Clerk.

Redundancy benefit

- 16.8 An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by *Parliamentary Service Act 1999* 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.
- 16.9 The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
- 16.10 For the purpose of calculating a redundancy benefit, salary will include:
- (a) the employee's salary at his/her substantive classification; or
 - (b) the salary of the higher classification, where the employee has been assigned to the higher classification for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice that his/her employment is to be terminated; and
 - (c) a weekly average of shift penalties where an employee has undertaken shift work and has received shift penalties for 50% or more of the pay periods in the 12 months preceding the notice of retirement; and
 - (d) allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.
- 16.11 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

- 16.12 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 with at least five years of continuous service).
- 16.13 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

- 16.14 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).
- 16.15 The retention period will commence on the day the Clerk advises the employee in writing that they are an excess employee.
- 16.16 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 his or her salary at the previous higher classification for the balance of the retention period set out in clause 16.14.
- 16.17 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

- 16.18 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 16.12. Wherever possible, this notice period will be concurrent with the retention period.
- 16.19 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.

- 16.20 Where the Clerk terminates an employee's employment in accordance with clause 16.19, 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

- 16.21 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

- 16.22 Service for redundancy benefit purposes means:
- (a) service in the department;
 - (b) Government service as defined in section 10 of the *Long Service Leave Act 1976*;
 - (c) service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) which is recognised for long service leave purposes;
 - (d) service with the Australian Defence Forces;
 - (e) service in the Australian Public Service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; and
 - (f) service in another organisation where:
 - (i) an employee was transferred from the Australian Parliamentary Service or the Australian Public Service to that organisation with a transfer of function; or
 - (ii) an employee engaged by that organisation on work within a function is transferred, as a result of the transfer of that function, to the Australian Parliamentary Service or the Australian Public Service;

and such service is recognised for long service leave purposes.

- 16.23 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*.
- 16.24 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 *Parliamentary Service Act 1999*;
 - (b) through termination on the basis of a breach of the Australian Public Service 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.
- 16.25 Absences from duty which do not count as service for long service leave purposes will not count as service for severance benefit purposes.

SECTION 3:

Remuneration and allowances

17. Rates of pay

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

Rate of pay – casual Parliamentary Educators

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

17.3 The salary advancement provisions, as outlined in clause 19, do not apply to casual Parliamentary Educators.

Payment of loading – sessional and casual employees

17.4 Sessional and casual employees will be paid a loading equal to 20% of their salary in lieu of public holidays and all paid leave entitlements, except long service leave. This loading will be paid for all duty performed, excluding overtime.

Salary on commencement or promotion

17.5 Subject to clause 17.6, where an employee is engaged, or is promoted, the salary payable will be at the minimum point of the applicable salary range that is in effect at the date of commencement or promotion (as set out in **Appendix 1**).

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

17.7 Where an ongoing Australian Parliamentary Service or an ongoing Australian Public Service employee moves to the department from another department or agency (on an ongoing or non-ongoing basis) and the employee, prior to the move, is on a salary point which does not exist in the department's salary structure, the Clerk may authorise payment at:

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

Note: for the avoidance of doubt, where an employee voluntarily moves to the department at a lower classification, the employee is not entitled to maintenance of the employee's higher classification salary.

- 17.8 Where the Clerk authorises payment at a point higher than the maximum salary point, the employee will remain on the authorised salary point until such time as salary increases in the department overtake that salary point. Once this occurs, the employee will, subject to an “effective or better” performance assessment, be paid the next highest salary point in the applicable classification.
- 17.9 Where, at the time of engagement, an employee’s salary is set at an incorrect salary point because of an administrative error, the Clerk may authorise the payment of the employee’s salary at the correct salary point from the date at which the correct salary should have been paid.

Salary on temporary assignment to a higher classification

- 17.10 The Clerk may temporarily assign an employee duties at a higher classification including to senior executive service classifications. The first two weeks of any temporary assignment will not be paid at the higher classification. However, where the employee has completed a temporary assignment in the same or similar position within the previous 12 months, and that period was for two weeks or more, payment will be made at the higher classification for the full period of the new temporary assignment providing the period is for one week or more.
- 17.11 The Clerk may approve payment of a salary above the minimum point in the salary range for the higher classification for the period of the temporary assignment if the employee has satisfactorily performed significant periods of duty at the higher classification within the previous two years.
- 17.12 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.
- 17.13 The Clerk may, at any time, vary the period of, or rescind, an employee’s temporary assignment of duties at a higher classification.

Salary on reduction

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

Payment of salary

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

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

Salary packaging

- 17.17 Employees may elect to sacrifice salary for other benefits (salary packaging) as set out in the relevant departmental guidelines.
- 17.18 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.
- 17.19 Where employees take up the option of salary packaging, their salary for purposes of superannuation, severance and termination payments will be determined as if the salary packaging arrangement had not been in place.

18. Salary increases

- 18.1 Subject to clauses 18.2 to 18.5, employees will receive:
- (a) a 3% salary increase from the first full pay period after commencement;
 - (b) a 2% salary increase from the first full pay period 12 months after the date of commencement; and
 - (c) a 1% salary increase from the first full pay period 18 months after the date of commencement.
- 18.2 To be eligible to receive the salary increase in any year, an employee must have received an overall performance assessment of “effective or better” at the end of the 12-month performance period (30 April in that year).
- Note: for the avoidance of doubt, where an employee’s salary is maintained in accordance with subclause 17.8, he or she is not eligible to receive the salary increase in any year until such time as the salary increases in the department overtake his or her authorised salary point.*
- 18.3 Where an employee who has been absent for the entire previous 12-month performance period recommences duty, and there are no unresolved performance related issues from the period prior to that absence, the employee will, on recommencement, be paid a rate of salary in accordance with the salary scale in effect at the time of his or her recommencement.
- 18.4 Where, in the opinion of the relevant program manager, there are performance related issues unresolved from the period prior to that absence, unless otherwise determined by the Clerk, these must be resolved in accordance with the requirements of this Agreement, before any adjustment is made to the employee’s salary.

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

- 18.5 Where an employee receives an overall performance assessment of “requires development” or “unsatisfactory”, the employee will not be entitled to a salary increase under clause 18.1 until he or she receives an overall performance assessment of “effective or better”. The salary increase will be effective from the commencement of the first full pay period following the employee receiving a performance assessment of “effective or better”.

19. Salary advancement within classifications

Salary advancement – general

- 19.1 An employee (other than a sessional employee or casual employee), not currently at the highest salary point for his or her substantive classification, will advance one salary point in his or her substantive classification, effective from the commencement of the first full pay period in May each year, where the employee:
- (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 nine months’ service in the department (including periods of paid leave) at his or her substantive classification, or a higher classification, in the 12 months ending 30 April.
- 19.2 An employee who receives an overall performance assessment of “requires development” or “unsatisfactory” will not be entitled to a salary advancement until he or she receives a performance assessment of “effective or better”. The salary advancement will be effective from the commencement of the first full pay period following the performance assessment of “effective or better”.

Salary advancement – sessional employees

- 19.3 A sessional employee will advance one salary point in his or her allocated classification, effective from the commencement of the first full pay period in May each year, where the employee:
- (a) receives an overall performance assessment of “effective or better” at the end of the 12-month performance review period (30 April);
 - (b) has been on duty for at least the number of days equivalent to 80% of the number of sitting days of the Senate in the previous 12 months ending 30 April.

Salary advancement – casual employees

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

- (b) has been on duty for at least 48 days in the previous 12 months ending 30 April;
- (c) undertook his or her period of duty at his or her substantive classification, or a higher classification, between 30 April and 30 July the previous year.

Salary advancement for employees performing temporary assignment at a higher classification

- 19.5 An employee who, at the time of the performance assessment, is on temporary assignment at a higher classification 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 period on temporary assignment, 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 nine months’ service in the department (including periods of paid leave) at the higher classification in the 12 months ending 30 April.

20. Superannuation choice

- 20.1 The department’s default fund is the Public Sector Superannuation Accumulation Plan.
- 20.2 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.
- 20.3 Where an employee chooses a 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.

21. Allowances and reimbursement

House Sitting Allowance and Committee Allowance

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

Meal allowance

- 21.3 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, he or she will be paid an allowance of \$20.00 per occasion.
- 21.4 For the purposes of clause 21.3, 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

- 21.5 Where an employee is required to wear particular footwear, either for work health and safety reasons or as part of a uniform, he or she will be entitled to seek reimbursement for the specified footwear up to the amount of \$188.78 per annum. The reimbursement will be paid in the first full pay period following the anniversary of commencement of his or her employment with the department and where the employee makes a claim for the reimbursement by providing the relevant tax invoice.

Workplace support allowance

- 21.6 Employees will be paid a taxable workplace support allowance in August each year, to assist with costs associated with, but not limited to:
- (a) influenza vaccinations;
 - (b) corrective lenses for screen-based equipment;
 - (c) health and fitness activities;
 - (d) professional memberships or subscriptions; and
 - (e) airline lounge memberships.
- 21.7 The amount of the allowance will be:
- (a) \$600 for an ongoing employee;
 - (b) \$500 for a non-ongoing employee (engaged for a specified term or task); and
 - (c) \$400 for a sessional or casual employee (engaged for duties that are irregular or intermittent).
- 21.8 Employees who commence part-way through the year (August to July), or who are granted discretionary 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

- 21.9 The occupant of the position of Senior Clerk of Committees will be paid an allowance of \$15,383.00 per annum, to be paid as a fortnightly allowance. This allowance is payable in recognition of the added responsibilities of the employee performing the duties of the position.
- 21.10 The following conditions apply to the payment of this allowance:
- (a) subject to clause 17.10, it is not payable for the first two weeks of any period of temporary assignment;
 - (b) where the occupant of the position is temporarily assigned duties at a Senior Executive Service classification, the allowance will continue to be paid during any period of the temporary assignment that does not attract payment of salary at the higher classification in accordance with clause 17.10;
 - (c) it is a taxable allowance but will not count as salary for superannuation purposes;
 - (d) the allowance will continue to be paid during periods of paid leave; 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.

SECTION 4:

Hours of duty and overtime

22. Hours of duty

Standard hours

- 22.1 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.
- 22.2 For leave recording purposes, the standard hours for full-time employees are 8.30am to 12.30pm and 1.30pm to 5.00pm.

Span of hours

- 22.3 The span of hours during which an employee's standard hours of duty may be worked is 7.30am to 7.30pm Monday to Friday.
- 22.4 An employee may request to work outside the span of hours. Approval will be subject to operational requirements and the agreement of the section head. Any hours worked on this basis will be recorded, and those exceeding the employee's standard hours of work per week will be taken as time off in lieu (TOIL) at single time. Requests to work outside the span of hours will not attract overtime rates (this does not apply to employees at Parliamentary Executive Levels 1 and 2 – see clause 25 for arrangements applying to those employees).

Working patterns

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

Unauthorised absence

- 22.8 Employees should advise their supervisors of any unplanned absence by 9.30am on the day of absence.

22.9 Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement will cease until he or she resumes duty or is granted leave.

23. Part-time work, job-sharing and home-based work

23.1 Employee-initiated part-time work arrangements are subject to the approval of the Clerk. Part-time work arrangements will only be approved for a specified period, up to a maximum of 12 months at a time. Unless a further application is approved, the employee will revert to full-time employment at the end of the approved period of part-time work.

23.2 The Clerk may initiate an offer of part-time employment. A full-time employee will not be required to convert to part-time hours without the employee's agreement. An employee who, by agreement, is assigned to a management-initiated part-time position may only convert to full-time employment by being assigned to a full-time position.

23.3 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.

23.4 Employees returning from maternity leave, or extended periods of parental or adoption leave, will be entitled to access part-time work on resumption of duty for a period of 12 months. At the end of the 12-month period, clause 23.1 will apply.

23.5 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.

23.6 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.

23.7 Home-based work may be approved by the Clerk as set out in the relevant departmental guidelines.

24. Flextime

24.1 Australian Parliamentary Service Level 1 to 6 employees and Parliamentary Executive Level 1 (other than sessional or casual employees) may access flextime as set out in the relevant departmental guidelines. The accrual of flex credits and debits, and access to flex leave, is subject to operational requirements and supervisor approval.

- 24.2 An employee may accrue flex credits where there is suitable work available to be performed outside the employee's standard hours, but within the span of hours of 7.30am to 7.30pm Monday to Friday. An employee will not accrue a flex credit in respect of any hours for which he or she has been paid overtime.
- 24.3 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.
- 24.4 Subject to clause 24.5, the maximum flex credit carryover to the next settlement period is 37 hours and 30 minutes. The maximum flex debit carryover is 10 hours. Supervisors should ensure that employees do not accumulate excess flex credits or debits.
- 24.5 The section head may allow the carryover of flex credits in excess of 37 hours and 30 minutes. Flex debits in excess of 10 hours at the end of a settlement period will be treated as leave without pay, unless approval is granted to use annual leave to acquit the excess flex debits.
- 24.6 Eligible employees carrying a flex debit at the time of making the claim for overtime will not be eligible for overtime payments, or to accrue TOIL in lieu of overtime, until the flex debit has been acquitted. The acquittal will be calculated at the applicable overtime rate.

Reversion to standard hours

- 24.7 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.
- 24.8 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.
- 24.9 Access to flexible working arrangements may be restored once the manager is satisfied that the employee's attendance is satisfactory.

25. Working patterns for Parliamentary Executive Level 2 employees

- 25.1 The working pattern of Parliamentary Executive Level 2 employees will be determined by the supervisor and/or program manager, and will be organised to achieve agreed work objectives and to maximise client service.
- 25.2 A supervisor may exercise discretion in granting time off to Parliamentary Executive Level 2 employees in recognition of:
- (a) significant additional hours worked; or
 - (b) to attend to unforeseen personal circumstances, not otherwise covered by personal/carer's leave.

26. Overtime and time off in lieu

- 26.1 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.
- 26.2 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 26.9 to 26.11.

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

- 26.3 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 public holiday.
- 26.4 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 his or her 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 – sessional and casual employees

- 26.5 For sessional and 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

- 26.6 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.
- 26.7 Subject to clause 26.6 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.

26.8 Notwithstanding clauses 26.3 and 26.4, 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, he or she will be paid double time rates until he or she has had a nine-hour break.

TOIL bank

26.9 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.

26.10 Access to TOIL credits is subject to operational requirements, the employee's personal needs and relevant departmental guidelines. Employees and supervisors are expected to monitor TOIL balances and make appropriate arrangements to enable usage of TOIL credits.

26.11 TOIL credits will not be cashed out. However, where an employee ceases employment without having a reasonable opportunity to use all his or her TOIL credits, the Clerk may approve payment for the TOIL credits at single time rates for employees at the Australian Parliamentary Service Levels 1 to 6.

27. Shiftwork

27.1 Employees will be entitled to be paid a penalty if rostered to perform their standard hours outside the period 6.30am to 6.00pm, Monday to Friday, and/or on Saturdays, Sundays or public holidays for an ongoing or fixed period.

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

27.3 The following penalty loading rates will apply:

- (a) 15% of salary for the shift where any part of the duty is performed between the hours of 6.00pm to 6.30am;
- (b) 30% of salary for each shift falling wholly within the hours of 6.00pm and 8.00am for a period exceeding four weeks;
- (c) 50% of salary for all rostered time performed on a Saturday;
- (d) 100% of salary for all rostered time performed on a Sunday; and
- (e) 150% of salary for all rostered time performed on a public holiday.

For sessional and casual employees, a 20% casual loading is paid in addition to the penalty loading rate (see clause 17.4).

27.4 Employees working shiftwork will not be entitled to receive a penalty loading for hours claimed as overtime.

- 27.5 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 his or her rostered hours on a day; or
 - (b) in excess of 37 hours and 30 minutes in a week.
- 27.6 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 sessional and casual employees, no casual loading is paid in addition to the overtime rate (see clause 17.4).
- 27.7 Employees working regular shiftwork will accrue an additional one week of annual leave for each completed 12 month period of continuous service.
- 27.8 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.

SECTION 5:

Leave provisions

28. Annual leave

- 28.1 Full-time employees will accrue an annual leave credit of 20 days for each full year of service. Annual leave will accrue and be credited to employees on a daily basis.
- 28.2 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.
- 28.3 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 program manager may direct the employee to take a period of annual leave. Such a direction will only be given after consultation has taken place between the program manager and the employee. The employee should be given minimum notice of the direction of one month. Alternatively, and subject to clause 28.5, the employee may seek approval to "cash out" the excess credit.
- 28.4 Employees may request to use up to 5 days of their accrued annual leave entitlement to take annual leave at half pay (over a period twice as long as the number of days of leave deducted) in each 12 month period ending 30 April. 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.
- 28.5 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) a separate written agreement is made between the Clerk and the employee for each period of "cashed out" annual leave; and
 - (c) 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.
- 28.6 Where an employee's approved annual leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, he or she will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.

29. Personal/carer's leave

- 29.1 Personal/carer's leave may be granted by the Clerk in the following circumstances:
- (a) where an employee is ill or injured and for a related medical or dental appointment;
 - (b) to provide care or support to a member of the employee's immediate family, or household, who requires care or support because of a personal illness, injury or unexpected emergency;
 - (c) to attend the funeral of a close friend or relative not covered by compassionate leave;
 - (d) to attend to other emergencies as considered appropriate by the Clerk; or
 - (e) where the period of compassionate leave granted to an employee is not sufficient and the employee requires additional leave.
- 29.2 Personal/carer's leave must not be used for the purposes of subclause 29.1(c), (d) and (e) if it would be detrimental to an employee in any respect, when compared to the NES under the *Fair Work Act 2009*.
- 29.3 Ongoing employees (other than an employee who has unused accrued personal/carer's leave, however described, recognised in accordance with clause 32) 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.
- 29.4 Non-ongoing employees will accrue personal/carer's leave at the rate of 18 days for each year of service from the date of commencement, and will be credited with the leave on a daily basis.
- 29.5 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

- 29.6 The grant of personal/carer's leave is subject to approval by the Clerk. Access to paid personal/carer's leave is subject to availability of credits and the provision of a medical certificate, or other documentary evidence, where required.
- 29.7 Employees will be required to provide a medical certificate, or other documentary evidence, in the following circumstances:
- (a) where the absence exceeds three consecutive working days; or
 - (b) where a total of five days (37 hours and 30 minutes) personal/carer's leave not supported by a medical certificate, or other documentary evidence, has been taken in the calendar year;
- otherwise the grant of personal/carer's leave will be without pay.

- 29.8 The Clerk may, as an alternative to the grant of personal/carer's leave without pay under subclause 29.7(b), grant the employee flex leave or annual leave.
- 29.9 Notwithstanding subclause 29.7(b), a supervisor or manager may require an employee to provide a medical certificate, or other documentary evidence, for future personal/carer's leave absences where there is a pattern of regular or significant absences by the employee.
- 29.10 Medical certificates from registered health practitioners will only be accepted for personal/carer's leave purposes where they are issued in accordance with relevant guidelines of the Australian Medical Association.
- 29.11 Where an employee has exhausted his or her paid personal/carer's leave credit and is granted personal/carer's leave without pay, the period of leave will count as service for all purposes.
- 29.12 An employee will not be entitled to access paid personal/carer's leave while also entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 29.13 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.

Extended periods of personal/carer's leave

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

Unpaid carer's leave

- 29.16 An employee who has exhausted his or her paid personal/carer's leave credits, is entitled to two days' unpaid carer's leave on each caring occasion.
- 29.17 A sessional or casual employee will be entitled to the grant of unpaid carer's leave in accordance with the *Fair Work Act 2009*.
- 29.18 Periods of unpaid carer's leave granted to a sessional or casual employee will be treated as leave not to count as service for any purpose.

30. Compassionate leave

- 30.1 An employee is entitled to three days' paid compassionate leave for each occasion when a member of the employee's immediate family, or household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.
- 30.2 A sessional or casual employee will be entitled to three days' unpaid compassionate leave in the circumstances outlined in clause 30.1.
- 30.3 Periods of unpaid compassionate leave granted to a sessional or casual employee will be treated as leave not to count as service for any purpose.

31. Other types of leave

Long service leave

- 31.1 The entitlement to long service leave is provided for by the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 31.2 Long service leave will only be granted in blocks of at least seven calendar days at full pay, or at least 14 calendar days at half-pay, per occasion. It is not to be broken by other forms of leave unless required by legislation.

Purchased leave

- 31.3 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 ending 30 April. Salary payments for the purchased leave are averaged over a maximum period of 12 months.
- 31.4 Salary for superannuation purposes will not be affected by an application for purchased leave.

Maternity leave

- 31.5 The entitlement to maternity leave is provided for under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 31.6 Employees entitled to paid leave by the *Maternity Leave (Commonwealth Employees) Act 1973* will also be entitled to two additional weeks of paid leave under the terms of this Agreement. This leave does not extend the total allowable absence under the Act (i.e. 52 weeks).

- 31.7 An employee who has an entitlement to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* and clause 31.6 may elect to have the payment for that leave spread over a maximum period of 28 weeks at a rate no less than half of the normal salary. When payment is spread over a greater period, a maximum of 14 weeks will count as service.

Parental leave – birth of a child – supporting partner

- 31.8 An employee who is entitled to unpaid parental leave under the *Fair Work Act 2009* associated with the birth of a child of the employee's spouse or partner, and who is not entitled to paid maternity or adoption leave, will be entitled, under this Agreement, to one week of paid parental leave on the birth of his or her child. Periods of unpaid parental leave will be treated as leave not to count as service.

Parental leave – adoption of a child

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

Community service leave – jury service

- 31.10 An employee is entitled to leave to attend jury service. An employee will continue to be paid by the department but will be required to pay to the department any amount received for jury service other than an amount that is, or that is in the nature of, an expense related allowance.

Community service leave – voluntary emergency management activity

- 31.11 An employee who engages in a voluntary emergency management activity as defined in the *Fair Work Act 2009* is entitled to be absent from work, on paid leave, for such time as is required, including the time engaged in the activity, in regular training and for ceremonial duties, reasonable travelling time and reasonable rest time following such activities, providing that the employee's absence is reasonable in all the circumstances.

National Aboriginal and Islanders Day Observance Committee week leave

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

Discretionary leave

- 31.13 The Clerk may grant discretionary leave with or without pay as set out in the relevant departmental guidelines.

- 31.14 Where an employee is granted in excess of 30 days discretionary leave without pay not to count as service within a calendar year, the employee's accrual of annual and personal/carer's leave will be reduced proportionate to the number of days of discretionary leave without pay taken in that year.

Defence Reserve leave

- 31.15 New members of the Defence Force Reserves may be granted leave with pay for up to 10 working days to attend recruit/initial employment training.
- 31.16 Reservists (including new recruits who have been granted leave to attend recruit/initial employment training) may be granted leave with pay for up to 20 working days per year for peacetime training and deployment. Where all 20 working days are not utilised in a calendar year, the remaining days may be carried forward and used the following year.
- 31.17 Where further leave for training and deployment is required, leave without pay may be granted as set out in the relevant departmental guidelines.

Leave for full-time defence service

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

War service sick leave

- 31.19 Employees with Defence Force service prescribed by relevant legislation are eligible for a credit of additional sick leave as follows:
- (a) a special one-off credit of nine weeks on commencement; and
 - (b) an annual credit of three weeks. A further credit will accrue on completion of each year of service with the department. This credit will accumulate but is subject to a maximum credit balance of nine weeks.
- 31.20 This additional leave may be granted when an eligible employee is unfit for duty because of a medical condition accepted by the Department of Veterans' Affairs to be war-caused or defence-caused within the meaning of the relevant legislation.

Certain leave substitution arrangements

- 31.21 If during a period of annual or long service leave, an employee would otherwise be entitled to another form of leave, the Clerk may grant that other leave if satisfactory evidence is provided to support the employee's entitlement to the other form of leave. Annual or long service leave will be re-credited to the extent that any other leave is granted.

32. Portability of accrued leave entitlements and recognition of prior service

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

SECTION 6:

Public holidays and closedown days

33. Public holidays

- 33.1 Employees will observe the following public holidays in the Australian Capital Territory:
- (a) New Year's Day (or substitute);
 - (b) Australia Day (or substitute);
 - (c) Good Friday and Easter Monday;
 - (d) Anzac Day (or substitute);
 - (e) the Queen's Birthday observance day (or substitute);
 - (f) Labour Day or equivalent;
 - (g) Christmas Day (or substitute);
 - (h) Boxing Day (or substitute); and
 - (i) any other day, or part-day, declared or prescribed by or under a law of the Australian Capital Territory to be observed generally within the Australian Capital Territory, or a region of the Australian Capital Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
- 33.2 Where the Clerk and an employee agree, another day may be substituted for any public holiday prescribed above.
- 33.3 Where a public holiday falls during a period when an employee is absent on leave (other than annual or paid personal/carer's 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 the employee is on long service leave at half pay, payment will be at half pay).

34. Closedown days

- 34.1 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 discretionary leave with pay for those closedown days.

SECTION 7:

Miscellaneous matters

35. Travel on official business

35.1 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.

36. Child care/family care expenses

36.1 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.

37. Loss or damage

37.1 The Clerk may approve reimbursement to an employee for loss or damage to clothing or personal effects which occurs as a direct consequence of the performance of his or her duties at work. Employees are to report any such loss or damage, as soon as practicable after the occurrence, to their immediate supervisor.

38. Notice of resignation, retirement and termination of employment by the department

38.1 Where possible, employees should provide written notice of resignation or retirement to their program manager in accordance with the following periods:

- (a) Parliamentary Executive levels four weeks
- (a) APS 1/2 to 6 levels two weeks.

- 38.2 A resignation may not take effect on a public holiday or closedown day.
- 38.3 Where the department terminates an employee's employment, the department will provide an employee with the minimum period of notice of termination required by the NES, or will make a payment in lieu of some or all of the notice.

39. Payment on death

- 39.1 Where an employee dies, or is presumed to have died, the Clerk will make a payment to the employee's personal legal representative of the amount to which the employee would have been entitled on resignation or retirement.

APPENDIX 1

Classification and Salary Scales

Classification	Salary on commencement*	Salary 12 months after commencement*	Salary 18 months after commencement*
APS level 1	\$50,525	\$51,535	\$52,050
	\$52,602	\$53,654	\$54,191
	\$54,351	\$55,438	\$55,992
	\$56,113	\$57,236	\$57,808
APS level 2	\$56,798	\$57,934	\$58,514
	\$58,274	\$59,440	\$60,034
	\$59,731	\$60,925	\$61,535
	\$61,481	\$62,710	\$63,337
	\$63,243	\$64,508	\$65,153
APS level 3	\$64,545	\$65,836	\$66,494
	\$66,215	\$67,539	\$68,214
	\$67,964	\$69,323	\$70,016
	\$69,727	\$71,121	\$71,833
APS level 4	\$72,388	\$73,836	\$74,575
	\$74,242	\$75,727	\$76,485
	\$75,991	\$77,511	\$78,286
	\$77,755	\$79,310	\$80,103
APS level 5	\$80,871	\$82,489	\$83,314
	\$82,369	\$84,016	\$84,857
	\$84,118	\$85,800	\$86,658
	\$85,882	\$87,600	\$88,476
APS level 6	\$91,093	\$92,915	\$93,844
	\$94,623	\$96,515	\$97,481
	\$97,246	\$99,191	\$100,183
	\$99,924	\$101,923	\$102,942
PE level 1	\$110,093	\$112,294	\$113,417
	\$118,523	\$120,894	\$122,103
	\$123,319	\$125,785	\$127,043
PE level 2	\$136,952	\$139,691	\$141,088
	\$141,639	\$144,472	\$145,917
	\$146,435	\$149,364	\$150,857

*The eligibility criteria under section 18 (“Salary increases”) apply to salary increases in Appendix 1.