

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.



DEPARTMENT OF THE
HOUSE OF REPRESENTATIVES

The Department of the House of Representatives Enterprise Agreement 2024–2026

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Formal acceptance of Agreement

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

Signed: 

Name: Claressa Surtees

Office: Clerk of the House of Representatives

Date: 26.3.2024

PO Box 6021, Parliament House
Canberra ACT 2600

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

Signed: 
Name: ANDREW SMITH

Bargaining Representative

Date: 26.3.24

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

Signed: 

Name: CHRIS GAHAN

Bargaining Representative

Date: 26.3.2024

PO Box 6021, Parliament House
Canberra ACT 2600

Section 1: Technical matters

Title

1. This agreement will be known as the Department of the House of Representatives Enterprise Agreement 2024–2026.

Parties to the agreement

2. The agreement covers:
 - 2.1. the Clerk, for and on behalf of the Commonwealth of Australia as the employer
 - 2.2. all employees in the department employed under the *Parliamentary Service Act 1999* other than:
 - 2.2.1. Senior Executive Service employees or equivalent
 - 2.2.2. employees whose salary is paid by another agency; and
 - 2.3. subject to notice being given in accordance with section 183 of the *Fair Work Act 2009*, and the following employee organisation/s which were a bargaining representative for this agreement:
 - 2.3.1. the Community and Public Sector Union.

Operation of the agreement

3. This agreement will commence operation seven days after approval by the Fair Work Commission.
4. This agreement will nominally expire on 29 November 2026.

Delegations

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

NES precedence

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

Closed comprehensive agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.

8. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
9. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.
10. While recognising that the department is not an agency to which the *Privacy Act 1988* applies, the department is committed to abide by the principles of that legislation in its dealings with employees, including handling employees' records. Further detail can be found in the department's Privacy Policy.

Individual flexibility arrangements

11. The department and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - 11.1. the agreement deals with one or more of the following matters:
 - 11.1.1. arrangements about when work is performed
 - 11.1.2. overtime rates
 - 11.1.3. penalty rates
 - 11.1.4. allowances
 - 11.1.5. remuneration; and
 - 11.1.6. leave and leave loading; and
 - 11.1.7. the arrangement meets the genuine needs of the department and employee in relation to one or more of the matters mentioned in clause 11.1; and
 - 11.2. the arrangement is genuinely agreed to by the department and employee.
12. The department must ensure that the terms of the individual flexibility arrangement:
 - 12.1. are about permitted matters under section 172 of the *Fair Work Act 2009*
 - 12.2. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - 12.3. result in the employee being better off overall than the employee would be if no arrangement was made.
13. The department must ensure that the individual flexibility arrangement:
 - 13.1. is in writing
 - 13.2. includes the name of the department and employee
 - 13.3. is signed by the department and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 13.4. includes details of:
 - 13.4.1. the terms of the enterprise agreement that will be varied by the arrangement
 - 13.4.2. how the arrangement will vary the effect of the terms

- 13.4.3. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - 13.4.4. states the day on which the arrangement commences.
14. The department must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 15. The department or employee may terminate the individual flexibility arrangement:
 - 15.1. by giving no more than 28 days written notice to the other party to the arrangement; or
 - 15.2. if the department and employee agree in writing – at any time.
 16. The department and employee are to review the individual flexibility arrangement at least every 12 months.

Definitions

17. The following definitions apply to this agreement:

PS agency means an agency whose employees are employed under the *Parliamentary Service Act 1999*, including an agency as defined in section 7 of the *Parliamentary Service Act 1999* whose employees are employed under that Act.

Agency Head means the Clerk of the House of Representatives or the person authorised by the Clerk as their delegate.

Agreement means the department of the House of Representatives Enterprise Agreement 2024–2026.

APS means the Australian Public Service.

Bandwidth means the span of hours during which an employee can perform ordinary hours.

Broadband refers to the allocation of more than one approved classification by the Clerk to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the *Parliamentary Service Classification Rules 2010*. A broadband encompasses the full range of work value of the classifications contained within it.

Casual employee (irregular or intermittent employee) means an employee engaged under section 22(2)(c) of the *Parliamentary Service Act 1999* who:

- a. is a casual employee as defined by the *Fair Work Act 2009*; and
- b. works on an irregular or intermittent basis.

Cadet force means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

Classification means the approved classifications as defined by the *Parliamentary Service Classification Rules 2010*.

Child means a biological child, adopted child, foster child, step child, or ward.

Clerk has the same meaning as Agency Head.

De facto partner means:

- a. a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee; or
- b. A former de facto partner (within the meaning of paragraph (a)) of the first person.

Delegate means someone to whom a power or authority has been delegated.

Department means the Department of the House of Representatives.

Dependant means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

Employee means an employee of the Commonwealth engaged under section 22(2) of the *Parliamentary Service Act 1999* who is covered by this agreement (whether full time, part time or casual, ongoing or non-ongoing).

Employee representative means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement. This includes a 'representative' appointed or chosen by an **employee(s)**.

Family means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee
- b. a child, parent, grandparent, grandchild, or sibling of the employee
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee
- d. a member of the employee's household
- e. a person who has a strong affinity with the employee; or
- f. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

Family and domestic violence has the same meaning as in section 106B(2) of the *Fair Work Act 2009*.

Full time employee means an employee employed to work an average of 37 hours and 30 minutes per week in accordance with this agreement.

FW Act means the *Fair Work Act 2009* as amended from time to time.

Manager means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.

ML Act means the *Maternity Leave (Commonwealth Employees) Act 1973* and any successor legislation.

Non-ongoing employee means an employee engaged under section 22(2)(b) of the *Parliamentary Service Act 1999* for a specified term or for the duration of a specified task, consistent with the FW Act.

NES means the National Employment Standards at Part 2-2 of the *Fair Work Act 2009*.

Ongoing employee means an employee engaged under section 22(2)(a) of the *Parliamentary Service Act 1999*.

Ordinary hours, duty or work means an employee's usual hours worked in accordance with this agreement and does not include additional hours.

Parliamentary service means employment under the *Parliamentary Service Act 1999*.

Partner means spouse or de facto partner and includes a former spouse or former de facto partner.

Part-time employee means an employee employed to work less than an average of 37 hours and 30 minutes per week in accordance with this agreement.

Primary caregiver means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

PS means parliamentary service.

PS Act means the *Parliamentary Service Act 1999* as amended from time to time.

Relevant employee means an affected employee.

Secondary caregiver means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

Section 2: Remuneration

Salary and classification structure

18. The classification structure has the following key elements:
 - 18.1. salary rates being paid according to the value of work performed as assessed against the work level standards for each classification level
 - 18.2. 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
 - 18.3. 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 employee receives a rating of 'meets requirements' for their work performance
 - 18.4. performance assessment and feedback against measurable standards that contributes to:
 - 18.4.1. progression within individual classification levels; and
 - 18.4.2. developmental needs being identified to assist individuals improve their performance; and
 - 18.5. the ability of employees to access salary packaging arrangements.
19. The salary rates for all classification levels are set out in Attachment A: Salaries of this agreement. The classification structure reflects the structure in the *Parliamentary Service Classification Rules 2010*.

Payment of salary

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

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

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

21. Where an employee dies, or the Clerk has directed that an employee will be presumed to have died on a particular date, the Clerk may authorise the payment of the amount to which the former employee would have been entitled had they ceased employment by resignation or retirement. Payment may be made to dependants or the partner of the former employee 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 employee's legal personal representative.

Pay rises

22. The new pay rates are set out in Attachment A.

22.1. The base salary rates in Attachment A include the following increases:

22.1.1. 4.0 per cent from 30 November 2023 to employees employed by the department on the date of commencement of this Agreement subject to the following:

22.1.1.1. employees who are covered by this clause and who commenced employment on or after 30 November 2023 will have their salary increased from their date of commencement with the department

22.1.2. 3.8 percent from 30 November 2024, and

22.1.3. 3.4 percent from 30 November 2025.

Transitional arrangements for salary

23. When the agreement comes into operation, employees 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 employee will be translated to the salary point equivalent to their substantive level.

Salary setting

24. Where an employee is engaged, moves to or is promoted in the department, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Clerk determines a higher salary within the relevant salary range under these provisions.

25. The Clerk may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.

26. In determining a salary under these provisions, the Clerk will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.

27. Where an employee commences ongoing employment in the department immediately following a period of non-ongoing employment in the department for a specified term or task, the Clerk will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the department.

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

29. Where an APS employee moves to the department at level from an APS agency, and their salary is above the maximum of the salary range for their classification, the Clerk will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
30. Where the Clerk determines that an employee's salary has been incorrectly set, the Clerk may determine the correct salary and the date of effect.

Incremental advancement

Salary advancement between the bands

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

Salary advancement within the bands

32. Broadbanding will allow employees 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 18.3. There is no provision for automatic incremental advancement from one classification to another.

Salary advancement within classification levels

33. Progression through the classification levels will be based on employees receiving a rating of 'meets requirements' for their work performance, assessed as part of the work performance assessment process and the completion of twelve months (261 working days) at the previous salary point. Further information may be found in the department's Performance Management Policy and Procedure.
34. Employees on higher duties allowance will be eligible for an increment (at both the substantive and higher level) after working at the higher level for 12 months (261 working days) provided they receive a rating of 'meets requirements'. The period of work at the higher level does not need to be continuous. Increments while acting at a higher classification will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.

Service for the purposes of salary progression

35. Eligible service for salary progression will include:
 - 35.1. one increment during periods of paid and unpaid parental leave; and
 - 35.2. service while employed on a non-ongoing basis.

Short term assignment

36. The need for employees to undertake short term higher level assignments up to three months will be minimal and based solely on operational needs. In exceptional circumstances, employees may be required to undertake short-term higher level assignments in excess of five days duration with additional pay. Employees 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.

Performance of duties at a lower classification level

37. Where an employee elects, in writing, to temporarily perform work at a lower work value level, the Clerk may determine in writing that the employee shall be paid a rate of salary applicable to the lower work value level.

Superannuation

38. The department will make compulsory employer contributions as required by the applicable legislation and fund requirements.

Method for calculating super salary

39. The department will provide an employer contribution of 15.4% of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
40. Employer contributions will be made for all employees covered by this agreement.
41. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

42. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.
43. The department will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the department's payroll system.

Salary packaging

44. Salary packaging will continue to be available to employees on a salary sacrifice basis. Employees may choose to sacrifice part of their salary (as set out in Attachment A) for other benefits. Further information may be found in the Salary Packaging Manual.
45. All costs, including any fringe benefits tax and administrative costs incurred as a result of the salary packaging arrangement will be met by the employee.
46. The total value of the package will be used to determine salary for superannuation purposes, and severance and termination payments.

Overpayments

47. An overpayment occurs if the Clerk (or the department) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).

48. Where the Clerk considers that an overpayment has occurred, the Clerk will provide the employee with notice in writing. The notice will provide details of the overpayment.
49. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Clerk in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
50. If after considering the employee's response (if any), the Clerk confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the department in full by the employee.
51. The Clerk and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
52. The department and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
53. Interest will not be charged on overpayments.
54. Nothing in clause 47 to 53 prevents:
 - 54.1. the department from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*
 - 54.2. the department from pursuing recovery of the debt through other available legal avenues
 - 54.3. the employee or the department from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Supported wage system

55. An employee can get a percentage of the relevant pay rate in line with their assessed capacity to do the work if they:
 - 55.1. have a disability
 - 55.2. meet the criteria for a Disability Support Pension; and
 - 55.3. are unable to perform duties to the capacity required.
56. Specific conditions relating to the supported wage system are detailed in Attachment B: Supported Wage System.

Section 3: Allowances

Allowances

Executive Allowance

57. 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.
58. Where Executive Allowance is payable, payment shall be made at the rate of \$278.71 per night. The rate is adjusted in line with increases in the base rates of pay of the Executive Band 1 classification.
59. Where an employee is granted Executive Additional Leave, it will 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 employees will be deemed to be on leave until the credit is exhausted.

Meal Allowance

60. Employees directed to work outside of normal business hours and to the end of a meal period may be paid a meal allowance of \$25.14. For the purpose of this subclause, the meal periods are:
 - 60.1. Monday to Friday: 6.30–7.00 am and 7.30–8.00 pm; and
 - 60.2. Saturdays, Sundays and public holidays: 6.30–7.00 am, 12.30–1.30 pm and 7.30–8.00 pm.

Travelling on duty

61. Information about travelling on duty may be found in the department's Travel Guidelines.

Reimbursement for loss or damage to personal effects

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

Footwear Allowance

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

Excess travelling time

64. Employees 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 employees who are on a salary point that does not exceed the maximum salary of the Parliamentary Service Level 6 are eligible to claim.

Workplace responsibility allowances

65. Workplace contact officers will be paid the allowance specified in the **Table 2** below.

Table 1: Workplace responsibility allowance

Rate from commencement of agreement	Rate from 30 November 2024	Rate from 30 November 2025
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

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

67. An employee is a workplace contact officer if they:

67.1. are elected in accordance with the provision of an applicable Act, elected by their eligible peers, or appointed by the Clerk, to undertake any of the workplace contact officer roles, including:

- 67.1.1. Emergency Warden
- 67.1.2. Health and Safety Representative
- 67.1.3. Harassment Contact Officer; and
- 67.1.4. Mental Health First Aid Officer

67.2. have successfully undertaken the relevant training and/or possess the required certification/s for the relevant role.

68. Subject to any applicable laws, the Clerk may determine the eligibility of an employee to be a workplace contact officer, including by reference to:

- 68.1. an employee's physical availability to undertake the role; and
- 68.2. whether duties of a particular role may only be satisfactorily performed by an employee maintaining a certain level of physical presence in the workplace.

69. Not all workplace contact officer roles will require a physical presence in the workplace for the role to be successfully undertaken, such as Peer Support Officers (including a Harassment Contact Officer) and Health and Safety Representatives, depending on work group arrangements.

70. The workplace contact officer allowance will be paid fortnightly.

71. An employee is not to receive more than one workplace responsibility allowance.

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

Community language allowance

73. A community language allowance will be paid where the Clerk determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the Clerk. Further information is included in policy.
74. The allowance is paid in accordance with the employee's level of competency:

Table 2: Community language allowance rates

Rate	Standard	Rate from commencement of agreement	Rate from 30 November 2024	Rate from 30 November 2025
1	An employee who has adequate language skills, as determined by an individual or body approved by the Clerk, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the Clerk.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

75. The allowance is calculated annually and paid fortnightly.
76. The full allowance is payable regardless of flexible work and part-time arrangements.
77. The allowance is payable during periods of paid leave.
78. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Dependant care whilst on duty interstate

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

Section 4: Working hours and arrangements

Employment types

Job security

Commitment to ongoing employment and rebuilding PS capacity

80. The department recognises that the usual basis for engagement is an ongoing PS employee.

Reporting

81. Where a consultative committee is in place, the department will report to the department consultative committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the department.

Pathways to permanency

82. The department and the PS will comply with the casual conversion provision of the *Fair Work Act 2009*. In addition, the department recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

Casual (irregular or intermittent) employment

83. A casual (irregular or intermittent) employee is defined in the definitions section.
84. A decision to expand the use of casual employees is subject to clauses 368-384 of this agreement.
85. The department will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
86. Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
87. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
88. A casual employee shall be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
89. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

Non-ongoing employment

90. A non-ongoing employee is defined in the definitions section.
91. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
 - 91.1. personal/carer's leave accrual at clause 194.3; and
 - 91.2. redundancy provisions at clauses 417-438, subject to clause 92.
92. If the non-ongoing employee's contract is not permitted by section 333E of the *Fair Work Act 2009*, then the redundancy provisions at clauses 417-438 will apply.
93. If the redundancy provisions apply to an employee under clause 92, the department must adhere to the consultation requirements at clauses 368–384 and 417–420.

Working hours

Ordinary hours of work

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

Span of hours

97. The span of hours during which employees may work normal hours is 7.30 am to 7.30 pm Monday to Friday (unless otherwise agreed between the relevant manager and employee). Where an employee requests to work outside this span of hours, e.g. 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.
98. Managers may request that employees 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

99. The pattern of hours that employees will work is subject to operational requirements and will be determined by managers in consultation with the relevant employee.
100. Employees will not be required to work for more than five consecutive hours without a meal break of at least thirty minutes.
101. 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.

102. Each working day employees are required to record their actual time of arrival and departure and any breaks.

Overtime

103. Overtime is payable for work performed by employees 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 employees rostered or directed to work prior to 7.30 am or past 7.30 pm, they will be paid at overtime rates until 8.45 am. Executive band 1–2 employees are not eligible for overtime payments.
104. The following provisions apply to claims:
- 104.1. employees 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
 - 104.2. employees 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.
105. Overtime rates are as follows:
- 105.1. on Monday to Friday – time and one half
 - 105.2. on Saturday – time and one half for the first three hours and double time thereafter
 - 105.3. on Sunday – double time
 - 105.4. on a public holiday which falls on a week day – double time for duty outside the standard hours
 - 105.5. on a public holiday for duty within the standard hours – single time as employees are already being paid for the public holiday
 - 105.6. In calculating the paid overtime entitlement, a divisor of 37.5 hours is to be used for employees
 - 105.7. Employees 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 employees are required to attend for duty, they will be paid double ordinary time rates until they have had such a break.

Restriction duty

106. The Clerk may direct employees to be contactable and to be available to perform overtime outside of their ordinary hours of duty. In these circumstances, employees 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.

Flex for PS 1–6 classifications

107. Flextime is a scheme of flexible working hours arrangements that enable employees and managers to vary working hours, patterns and arrangements. The scheme is also intended to provide maximum organisational flexibility with benefits to clients, employees and the department.
108. Subject to work area requirements, flextime will be available to all employees, except employees classified at the Executive Band 1-2 classifications.
109. The following parameters will apply:
 - 109.1. ordinary hours of duty for full-time employees participating in the flextime scheme are 150 hours over a four week period. For part-time employees, ordinary hours of duty are those agreed in their part-time work agreement
 - 109.2. managers and employees may discuss and reach agreement on:
 - 109.2.1. the flex credit maximum they wish to apply
 - 109.2.2. the settlement period they wish to apply up to a maximum of three months
 - 109.2.3. the maximum period of flex leave which may be taken in the settlement period; and
 - 109.2.4. any other relevant issues for the work area; and
 - 109.3. in normal circumstances, employees 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.
110. Managers have a responsibility to manage the hours of duty of employees to ensure that individuals are productively employed and are not building up excessive flex credits without the opportunity to access flex leave.

Other matters

111. Where employees 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.
112. Where flexible working arrangements no longer apply, employees will revert to standard hours. Standard hours are seven hours and thirty minutes per day, to be worked from 8.45 am to 12.30 pm and 1.30 pm to 5.15 pm.

Executive Band time off in lieu (TOIL)

113. Executive Band (EB) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.

114. EB employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the department.
115. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
116. The working arrangements for an EB employee should be agreed through discussion between the manager and the EB employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
117. An EB employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EB employee and their manager.
118. The pattern of hours is to be flexible enough to accommodate short term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
119. Requests from EB employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

Shift work

120. Employees will be considered to be shift workers if rostered to perform normal duty outside the period 6.30 am to 6 pm, Monday to Friday, and/or on Saturdays, Sundays or Public Holidays for an ongoing or fixed period.
121. Except at the regular changeover of shifts, employees should not be rostered to work more than one shift in each 24 hours.
122. The following penalty loading rates apply:
 - 122.1. 15% of salary for any part of duty performed between the hours of 6pm to 6.30 am
 - 122.2. 30% of salary for each shift falling wholly within the hours of 6pm and 8am for a period exceeding four weeks
 - 122.3. 50% of salary for all rostered time performed on Saturday
 - 122.4. 100% of salary for all rostered time performed on a Sunday; and
 - 122.5. 150% of salary for all rostered time performed on a Public Holiday.
123. Any proposal for a new roster or arrangement of shift cycles may be made with the approval of the Clerk, following consultation with employees through the consultative committee.

Flexible working arrangements

124. The department, employees and their union recognise:
 - 124.1. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance
 - 124.2. access to flexible work can support strategies to improve diversity in employment and leadership in the Parliamentary Service
 - 124.3. access to flexible work supports PS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations
 - 124.4. that flexibility applies to all roles in the department, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - 124.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
125. The department is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the department at all levels. This may include developing and implementing strategies through a departmental consultative committee.
126. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

Requesting formal flexible working arrangements

127. The following provisions do not diminish an employee's entitlement under the NES.
128. An employee may make a request for a formal flexible working arrangement.
129. The request must:
 - 129.1. be in writing
 - 129.2. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 129.3. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the *Fair Work Act 2009*.
130. The Clerk must provide a written response to a request within 21 days of receiving the request.
131. The response must:
 - 131.1. state that the Clerk approves the request and provide the relevant detail in clause 132; or
 - 131.2. if following discussion between the department and the employee, the department and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or

- 131.3. state that the Clerk refuses the request and include the following matters:
 - 131.3.1. details of the reasons for the refusal; and
 - 131.3.2. set out the department's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - 131.3.3. either:
 - 131.3.3.1. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the department would be willing to make; or
 - 131.3.3.2. state that there are no such changes; and
- 131.4. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the *Fair Work Act 2009*, the dispute resolution procedures outlined in section 65B and 65C of the *Fair Work Act 2009*.
132. Where the Clerk approves the request this will form an arrangement between the department and the employee. Each arrangement must be in writing and set out:
 - 132.1. any security and work health and safety requirements
 - 132.2. a review date (subject to clause 136); and
 - 132.3. the cost of establishment (if any).
133. The Clerk may refuse to approve the request only if:
 - 133.1. the department has discussed the request with the employee; and
 - 133.2. the department has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
 - 133.3. the department and the employee have not reached such an agreement; and
 - 133.4. the department has had regard to the consequences of the refusal for the employee; and
 - 133.5. the refusal is on reasonable business grounds.
134. Reasonable business grounds include, but are not limited to:
 - 134.1. the new working arrangements requested would be too costly for the department
 - 134.2. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested
 - 134.3. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested

- 134.4. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity
 - 134.5. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - 134.6. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
135. For First Nations employees, the department must consider connection to country and cultural obligation in responding to requests for altering the location of work.
 136. Approved flexible working arrangements will be reviewed by the department and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangements

137. An employee may request to vary an approved flexible working arrangement in accordance with clause 129 [The request must be in writing, set out details of the change sought ...]. An employee may request to pause or terminate an approved flexible working arrangement.
138. The Clerk may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 140.
139. The department must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
140. Prior to the Clerk varying, pausing or terminating the arrangement under clause 138, the department must have:
 - 140.1. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee
 - 140.2. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration)
 - 140.3. had regard to the consequences of the variation, pause or termination for the employee
 - 140.4. ensured the variation, pause or termination is on reasonable business grounds; and
 - 140.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 131.3.

Working from home

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

Ad-hoc arrangements

146. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short term arrangements for circumstances that are not ongoing.
147. Employees should, where practicable, make the request in writing and provide as much notice as possible.
148. Requests for ad hoc arrangements are not subject to the request and approval processes detailed in clauses 127 to 136.
149. The department should consider ad hoc requests on a case by case basis, with a bias to approving ad hoc requests, having regard to the employee's circumstances and reasonable business grounds.
150. Where a regular pattern of requests for ad hoc arrangements from an employee emerges, the department should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

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

Job sharing

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

Variable and part-year employment

153. Applications from employees 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

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

Career break

155. Employees may apply for a fixed period of leave without pay of up to three years for additional parental leave, to study or tend to family commitments. The leave will be granted if the delegate considers it is not detrimental to the department and subject to operational requirements. On return from the career break the employee would resume work at the same level subject to operational requirements.
156. During this period employees 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.

Part-time work

157. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
158. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
159. Part-time employees will be required to work at least three consecutive hours on any one day.
160. Salary and benefits for part-time employees will be calculated on a pro-rata basis, apart from expense related allowances or reimbursements and long service leave.
161. Part-time employees will receive the same rate of expense related allowances as full-time employees.
162. Long service leave for part-time employees will be calculated in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
163. Part-time employees have access to the flextime scheme and may, by agreement with their manager, vary regular hours of work within an agreed settlement period.
164. Managers or employees may initiate the introduction or extension of part-time employment. Employees cannot be compelled to convert to, extend or reduce part-time hours.

Christmas closedown

165. All full-time and part-time employees will be granted three days leave with pay, dependent on their work pattern, without deduction from leave credits, between Christmas Day and New Year's Day each year.

Public holidays

166. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the *Fair Work Act 2009*:
- 166.1. 1 January (New Year's Day)
 - 166.2. 26 January (Australia Day)
 - 166.3. Good Friday and the following Monday
 - 166.4. 25 April (Anzac Day)
 - 166.5. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
 - 166.6. 25 December (Christmas Day)
 - 166.7. 26 December (Boxing Day); and
 - 166.8. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
167. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
168. The Clerk and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
169. The Clerk and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. The substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
170. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
171. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
172. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a

public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 166.1 to 166.8.

173. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day as not a public holiday, except where that person would not normally have worked that day.
174. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Clerk may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EB TOIL in recognition of their planned day off.
175. Where an employee 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.

Section 5: Leave

Annual leave

176. The annual leave credit will be twenty working days (4 weeks) paid annual leave per year of service. Annual leave for part time employees accrues on a pro rata basis.
177. The taking of annual leave is subject to approval of the Clerk.
178. Annual leave counts as service for all purposes.
179. Annual leave accrues on a daily basis.
180. Upon request, employees may access leave at half pay with a half deduction from their leave balances. However, unless approved by the Clerk, it may not be taken at half pay where the employee has an excessive leave balance.
181. Where a public holiday occurs during the course of annual leave and the employee is entitled to payment during the period, no deduction will be made from the employees annual leave credit.
182. Payment of salary in lieu will be made to employees for unused annual leave at the time of their termination of service from the Parliamentary Service.
183. Employees may elect to cash out annual leave by separate agreement in writing. Employees who choose to cash out annual leave must take at least two weeks annual leave in the same calendar year. Employees may elect to take leave and cash out leave at the same time. Leave may not be cashed out if the cashing out would result in the employee's accrued credit being less than four weeks. Leave will be cashed out on an hour for hour basis and paid at the full amount that would have been paid had the employee taken the leave.

Leave management strategies

184. All employees with an annual leave credit in excess of eight weeks (300 hours) on 31 May each year will be required to consult with their SES Manager about annual leave they will take to reduce their credit. Employees may apply to reduce their leave credit through cashing out (subject to the requirements in clause 183). Should an employee elect to cash out part of their leave, they may have the payment split between the current financial year and the next financial year.

Recall to duty

185. Where an employee has their leave cancelled or is recalled to duty from leave by the Clerk, the employee may be reimbursed reasonable costs, as determined by the Clerk, for travel and incidental expenses not otherwise recoverable under any insurance or from any other source.

Purchased leave

186. Employees may elect to purchase at least one week's additional leave per year up to a maximum of ten weeks.
187. All purchased leave in excess of five weeks will be discounted by 1/3 of the amount in excess of five weeks.
188. The first two weeks of purchased leave can be taken as single days.
189. Purchased leave in excess of two weeks must be taken in blocks of a minimum of one week.
190. The taking of purchased leave is subject to approval of the Clerk.
191. Relief arrangements for employee absences under purchased leave are at the discretion of the manager, and will be handled in the same way as for annual leave arrangements.

Personal/carer's leave

Entitlement to personal leave

192. Clauses 192 to 196 apply to employees, other than an employee who is a casual employee.
193. For each year of service with the department an employee is entitled to 18 days of paid personal/carer's leave.
194. If an employee is commencing ongoing employment in the Parliamentary Service, on commencement and for the first year of service, the employee will be credited with:
 - 194.1. 18 days of paid personal/carer's leave
 - 194.2. if the employee is a part-time employee, a pro-rata amount of the amount in clause 194.1, according to the employee's ordinary hours of work; or
 - 194.3. if the employee is a non-ongoing employee, a pro-rata amount of the amount in clause 194.1, according to the employee's:
 - 194.3.1. ordinary hours of work; and/or
 - 194.3.2. initial period of non-ongoing employment with the department, if the initial period is less than 12 months,

provided that, immediately before commencing their initial period of employment as a non-ongoing employee in the department, the employee does not have a previous period of Parliamentary Service employment (as a full-time or part-time employee) that is recognised under clauses 222–228.
195. Otherwise, in subsequent years or continuous periods of non-ongoing employment, an employee's entitlement to paid personal/carer's leave accrues daily during a year of service (other than periods of employment as a casual employee of the employer) according to the employee's ordinary hours of work and is credited daily.

196. If the employee is granted paid personal/carer's leave at half pay by the department:
- 196.1. the employee's paid personal/carer's leave credits will be deducted at a rate of half of the employee's ordinary hours of work in the period; and
 - 196.2. the entire period of the paid personal/carer's leave will count as service.

Approval of personal/carer's leave

197. An employee may take personal/carer's leave, and it will be granted, if the leave is taken:
- 197.1. because the employee is not fit for work because of a personal illness, or personal injury
 - 197.2. to attend appointments with a registered health practitioner
 - 197.3. to manage a chronic condition; or
 - 197.4. to provide care or support to a member of the employee's family, or a member of the employee's household, or a person they have caring responsibilities for, who requires care or support because of:
 - 197.4.1. a personal illness, or personal injury, affecting the person; or
 - 197.4.2. an unexpected emergency affecting the person.
198. A person that an employee has caring responsibilities for may include a person who needs care because they:
- 198.1. have a medical condition, including when they are in hospital
 - 198.2. have a mental illness
 - 198.3. have a disability
 - 198.4. are frail or aged; or
 - 198.5. are a child, not limited to a child of the employee.

Unpaid carer's leave

199. Clauses 200 to 202 below apply to employees who:
- 199.1. are casual employees (irregular or intermittent); or
 - 199.2. have exhausted their paid personal/carer's leave entitlements.
200. An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) where the leave is taken for the purpose mentioned in clause 197 above.
201. An employee may take unpaid carer's leave for a particular permissible occasion as:
- 201.1. a single continuous period of up to 2 days; or
 - 201.2. any separate periods to which the employee and the Clerk agree.
202. For each permissible occasion, the employee must comply with the notice and evidence requirements set out in clauses 203 to 204 below.

Notice for taking personal/carer's leave

203. An employee must give the department notice of the taking of personal/carer's leave, or unpaid carer's leave.
204. The notice must:
 - 204.1. be given to the department as soon as practicable (which may be a time after the leave has started); and
 - 204.2. advise the department of the period, or expected period, of the leave.

Other matters

205. Employees will not have their employment terminated without consent on incapacity grounds before their personal leave credits have been exhausted, unless provided by legislation.
206. Employees 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.
207. Employees receiving workers compensation for more than forty five weeks or on graduated return to work provisions will accrue personal leave and annual leave on a pro rata basis for the hours actually worked.
208. Personal leave will not be debited where employees are medically unfit on a public holiday that they would otherwise have observed.
209. Employees who are absent from work because of illness are not normally able to use leave other than personal leave to cover the absence. However, annual leave, flex leave or long service leave may be used on request in the following circumstances:
 - 209.1. annual leave may be granted where employees have a long-term illness, have been continuously absent for at least 26 weeks and have exhausted all paid personal leave
 - 209.2. flex leave may be used for absences on account of personal leave for periods of a day or less; and
 - 209.3. long service leave may be granted to employees 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 employees are totally and permanently incapacitated, the procedures for incapacity termination of service should be followed.
210. Where employees are granted personal leave without pay, the period of leave will count as service for the purpose of annual and personal leave entitlements and for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
211. The Clerk may, where such treatment is justified, allow employees with long service a grant of additional leave on pay (usually on half pay) where leave on pay is exhausted.

Leave management strategies

212. Employees must advise their manager by 10am or as soon as practicable on the date of absence of their absence or their intention to be absent on personal leave.
213. Supervisors are required to monitor the taking of leave by employees and must discuss the reasons for absences with employees, on their return to duty.
214. Employees 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.
215. Medical certificates cannot be requested for periods of personal leave taken prior to a supervisor's request for a medical certificate.
216. If it is not reasonably practical for the employee member to provide a medical certificate, a statutory declaration may be provided.
217. Where an employee is absent on personal leave for a continuous period of 4 weeks, or for a total of 13 weeks in any 26 week period, or they present a doctor's report stating they are unfit for duty and the prognosis is unfavourable, the directions in clause 44 in *Parliamentary Service Determination 2013* should be applied.
218. When an employee has 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. Employees 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.
219. Consistent with the department's Rehabilitation Management System and related policies, employees will not be terminated without their consent on incapacity grounds before all other avenues for retention have been exhausted, including:
 - 219.1. graduated return to work
 - 219.2. reassignment of duties
 - 219.3. reasonable adjustments
 - 219.4. reduction in classification.

Serious Illness (Personal) Leave Bank

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

Portability of leave

222. Where an employee moves into the department from another Parliamentary Service agency where they were an ongoing employee, the employee's unused accrued

annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.

223. Where an employee is engaged in the department immediately following a period of ongoing employment in the APS or the ACT Government Service or the Office of the Governor-General, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
224. Where an employee is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed as a non-ongoing Parliamentary Service employee (whether in the department or another agency), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
225. Where an employee is engaged as a non-ongoing Parliamentary Service employee, and immediately prior to the engagement the person was employed as a non-ongoing Parliamentary Service employee (whether in the department or another agency) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
226. Where a person is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed by a Commonwealth Government entity (other than in the APS which is covered in clause 223), the Clerk will offer to recognise any unused accrued personal/carer's leave at the employee's request.
227. Where an employee is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed by a State or Territory Government, the Clerk may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
228. For the purposes of this provision, an employee with a break in service of less than 2 months is considered to have continuity of service.

Miscellaneous Leave

229. The Clerk may approve leave with or without pay, to count as service, or not to count as service for other reasons not covered by other leave types having regard to operational needs of the department.
230. Further details may be found in the department's Attendance Guidelines.
231. Paid miscellaneous leave is available to casual employees for family and domestic violence support. Further information is contained in the department's Family and Domestic Violence Policy.
232. Except for miscellaneous leave without pay taken when Personal Leave credits have been exhausted, all other miscellaneous leave without pay will not count for service unless otherwise required by legislation.

Re-crediting of leave

233. When an employee is on:

- 233.1. annual leave
- 233.2. purchased leave
- 233.3. defence reservist leave
- 233.4. First Nations ceremonial leave
- 233.5. NAIDOC leave
- 233.6. cultural leave; or
- 233.7. long service leave; and

becomes eligible for, under legislation or this agreement:

- 233.8. personal/carer's leave; or
- 233.9. compassionate or bereavement leave; or
- 233.10. jury duty; or
- 233.11. emergency services leave; or
- 233.12. leave to attend to family and domestic violence circumstances; or
- 233.13. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave

the affected period of leave will be re-credited.

234. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.

235. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

Long service leave

236. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

237. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 233 to 237 of this agreement.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

238. First Nations employees may access up to one day per annum, of paid leave, to participate in NAIDOC week activities.

239. NAIDOC leave can be taken in part days.

First Nations ceremonial leave

240. First Nations employees may access up to 6 days of paid leave over 2 years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
241. The Clerk may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
242. First Nations ceremonial Leave can be taken as part days.
243. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

244. The Clerk may grant up to 3 days of paid leave per annum for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
245. The Clerk may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
246. Cultural leave can be taken as part days.
247. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 240 to 243 of this Agreement.

Parental leave

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

Payment during parental leave

251. An employee is entitled to parental leave with pay as per clauses 253 and 254 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their

accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.

252. Employees newly engaged or who have moved to the department from another Parliamentary Service agency are eligible for the paid parental leave in clauses 253 and 254 where such paid leave had not already been provided by another Parliamentary Service, APS or other Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Parliamentary Service, APS or other Commonwealth employer is less than the limits specified in clauses 253 and 254, the balance is available to the employee.
253. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in **Table 3** below.

Table 3: Primary caregivers – circumstances for paid parental leave

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

254. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 4** below.

Table 4: Secondary caregivers - circumstances for paid parental leave

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this agreement
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 28 November 2026	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 29 November 2026	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

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

256. **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
257. **Half-pay option.** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption and long-term foster care

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

Stillbirth

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

Pregnancy loss leave

262. A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
263. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the *Fair Work Act 2009* and this agreement.

Premature birth leave

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

accordance with Parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

Transitional provisions

265. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 264 until after the legislated paid maternity leave is used.

Compassionate leave

266. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 266.1. a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
 - 266.2. the employee or their spouse or de facto partner has a miscarriage.
267. An employee may be asked to provide evidence to support their absences on compassionate leave.
268. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
269. For casual employees, compassionate leave is unpaid.

Bereavement leave

270. Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- 270.1. a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
 - 270.2. a child is stillborn, where the child was a member of their family (including a member of their household).
271. An employee may be asked to provide evidence to support their absences on bereavement leave.
272. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
273. For casual employees, bereavement leave is unpaid.

Emergency response leave

274. In line with section 108 of the *Fair Work Act 2009*, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
- 274.1. the time engaged in the activity

- 274.2. reasonable travelling time; and
 - 274.3. reasonable recovery time.
275. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The Clerk may provide additional emergency response leave with pay.
- 275.1. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
276. Paid leave may be refused where the employee's role is essential to the department's response to the emergency.
277. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
278. The Clerk may approve reasonable paid or unpaid leave for ceremonial duties and training.
279. Emergency response leave, with or without pay, will count as service.

Jury duty

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

Defence reservist leave

284. The Clerk will give an employee leave with or without pay to undertake:
- 284.1. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - 284.2. Australian Defence Force Cadet obligations.

285. An employee who is a Defence Reservist can take leave with pay for:
- 285.1. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
 - 285.2. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
286. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
287. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- 287.1. Australian Navy Cadets
 - 287.2. Australian Army Cadets; and
 - 287.3. Australian Air Force Cadets.
288. In addition to the entitlement at clause 285, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
289. Paid defence reservist leave counts for service.
290. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
291. Unpaid leave taken over 6 months counts as service, except for annual leave.
292. An employee will not need to pay their tax free ADF Reserve salary to the department for any reason.

Defence service sick leave

293. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
- 293.1. war-like service; or
 - 293.2. non-war like service.
294. An eligible employee can get 2 types of credits:
- 294.1. An initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is the later:
 - 294.1.1. they start employment with the department; or
 - 294.1.2. DVA certifies the condition, and
 - 294.2. an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).

295. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
296. Unused annual credits can be built up to 9 weeks.
297. An employee cannot use annual credits until the initial credit is exhausted.
298. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

299. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
300. An employee who is not covered under clause 299, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the department.
301. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Clerk if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
302. The Clerk may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

Section 6: Employee support and workplace culture

Employee development

303. The department recognises the importance of building on the skills and commitment of its employees in achieving its objectives through the life of the Agreement.
304. The department will promote employment opportunities to Indigenous people.

Induction

305. The department considers that it is crucial for employees 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.
306. The department will continue structured processes which ensure that:
- 306.1. as a high priority, all new entrants will receive appropriate orientation
 - 306.2. existing employees who move to new areas also receive induction to their new area; and
 - 306.3. re-orientation programs are established, where appropriate, for other employees.

Ongoing development

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

Studies assistance

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

Encouraging employee health and fitness

309. The department recognises that employees who are in good health are likely to be more productive in the workplace. To assist with costs associated with health and fitness activities, employees may be reimbursed up to \$315 per year from commencement of the agreement, with annual CPI increases. To be eligible for payment employees must have completed 12 months service to the department. Employees who commence part way through the year will be paid a pro-rata amount for completed service during the period.

Blood donation

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

Vaccinations

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

Employee Assistance Program

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

Safe workplaces

- 315. The department and employees have Health and Safety (H&S) Management Arrangements that enable effective cooperation on H&S matters. The department's aim under these arrangements is to create and maintain a safe and healthy working environment and fulfill its responsibilities under the *Work Health and Safety Act 2011* (WHS Act).
- 316. 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 employees.
- 317. At work employees must take all reasonably practicable steps to ensure that they:
 - 317.1. do not risk their own health or safety, or that of any other person whether employees or not
 - 317.2. cooperate with the department to allow the department to meet its duties as an employer under the WHS Act; and
 - 317.3. use the safety equipment provided to them by the department in accordance with any instructions about its safe and proper use.
- 318. The department will provide funds for:
 - 318.1. an annual influenza vaccination program, open to all employees; and
 - 318.2. biennial eyesight tests and contribution for eyewear if caused by or attributed to the use of screen based equipment. For the life of the agreement, the department will reimburse the following:

- 318.2.1. the cost of eyesight testing for screen based equipment
- 318.2.2. up to \$110 for single focus glasses required for screen based equipment
- 318.2.3. up to \$170 for bifocal glasses required for screen based equipment; and
- 318.2.4. up to \$195 for multifocal glasses required for screen based equipment.

Respect at work

Principles

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

Consultation

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

Further information

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

Family and domestic violence support

- 323. The department will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 324. The department recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 325. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
- 326. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
 - 326.1. illness or injury affecting the employee resulting from family and domestic violence

- 326.2. providing care or support to a family or household member who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence
 - 326.3. providing care or support to a family or household member who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence
 - 326.4. making arrangements for the employee's safety, or the safety of a close relative
 - 326.5. accessing alternative accommodation
 - 326.6. accessing police services
 - 326.7. attending court hearings
 - 326.8. attending counselling; and
 - 326.9. attending appointments with medical, financial or legal professionals.
327. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
328. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
329. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
330. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
331. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
332. Evidence may be requested to support the department in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the department will require, unless the employee chooses to provide another form of evidence.
333. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the police service, a court, a doctor, district nurse, a family violence support service or lawyer.
334. The department will take all reasonable measures to treat information relating to family and domestic violence confidentially. The department will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the department may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
335. Where the department needs to disclose confidential information for purposes identified in clause 333, where it is possible the department will seek the employee's

consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.

336. The department will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
337. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
338. The department will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
339. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

Integrity

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

First Nations cultural competency training

343. The Clerk will take reasonable steps to ensure all substantive, ongoing EB2 employees employed at the commencement of this agreement or any new substantive, ongoing EB2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
344. Any new substantive, ongoing EB2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

Lactation and breastfeeding support

345. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
346. The department will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 347. In considering whether a space is appropriate, the department should consider whether:
 - 346.1. there is access to refrigeration
 - 346.2. the space is lockable; and
 - 346.3. there are facilities needed for expressing such as appropriate seating.
347. Where it is not practicable for the department to have a designated space, a flexible approach will be taken so that the employee can access the support required.
348. The department will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
349. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
350. Further information is available in policy.

Disaster support

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

Section 7: Performance and development

Performance management

354. Employees agree to have their work performance assessed in accordance with the department's performance management policy and procedure. Work performance assessments will link with the contents of the corporate plan and work area business plans.

Benefits and objectives

355. The benefits and objectives of work performance assessment include:

- 355.1. improving the department's performance through the development of a stronger performance culture
- 355.2. gaining commitment to, and a shared understanding of, business directions being pursued at the team and individual level
- 355.3. improving communication between managers and employees
- 355.4. providing a fair and objective basis for recognising performance; and
- 355.5. improving mobility and flexibility in deploying employees.

356. At the individual employee level the benefits and objectives include:

- 356.1. a framework for employees to plan and develop career goals and learning needs
- 356.2. scope to receive rewards where work performance strongly contributes to organisational objectives and improvements
- 356.3. the ability for individuals to develop a clear picture of their role and purpose within the department
- 356.4. a process for obtaining constructive feedback about work performance against measurable standards from others within the organisation; and
- 356.5. a process to determine progression through pay points at each classification level.

357. The performance management framework links and includes:

- 357.1. individual performance assessments flowing from the department's corporate plan
- 357.2. a mechanism for feedback on performance (it is an option for employees to use the assessment for referee purposes), personal development and career plans
- 357.3. an instrument for employees to access mobility programs and seek to develop new skills
- 357.4. reliance on more than one assessment point
- 357.5. review by the supervisor's manager; and
- 357.6. performance issues being dealt with as they arise and not delayed until the assessment stage.

358. Training will be provided for all employees to set work and development objectives and to participate in sessions designed to obtain feedback.
359. Employees may be accompanied by a person of choice at any stage of the procedure to support and/or represent them. A representative requested by a employees member to act in this capacity may include an elected representative, a union workplace delegate or a work colleague.
360. Further information may be found in the department's Performance Management Policy and Procedure.

Workloads

361. The department recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
362. When determining workloads for an employee or group of employees, the department will consider the need for employees to strike a balance between their work and personal life.
363. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the department and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

Section 8: Travel and location-based conditions

Relocation assistance

364. Where an existing employee is required to relocate at the request of the department (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
365. Where an employee is required to relocate on engagement with the department, the employee will be provided with financial relocation assistance.
366. Reasonable expenses associated with the relocation include:
 - 366.1. the cost of transport of the employee, dependants and partner by the most economical means
 - 366.2. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner

366.3. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and

366.4. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the *Parliamentary Departments Staff Enterprise Award 2016*.

367. Additional relocation assistance may be considered by Clerk discretion.

Section 9: Consultation, representation and dispute resolution

Consultation

Principles

368. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
369. The department recognises:
- 369.1. the importance of inclusive and respectful consultative arrangements
 - 369.2. employees and the relevant union(s) should have a genuine opportunity to influence decisions
 - 369.3. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on departmental policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process
 - 369.4. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 369.5. the benefits of employee and union involvement and the right of employees to be represented by their union.
370. Genuine and effective consultation involves:
- 370.1. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made
 - 370.2. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues
 - 370.3. considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 370.4. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

When consultation is required

371. Consultation is required in relation to:
- 371.1. changes to work practices which materially alter how an employee carries out their work
 - 371.2. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural)
 - 371.3. major change that is likely to have a significant effect on employees
 - 371.4. implementation of decisions that significantly affect employees

371.5. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and

371.6. other workplace matters that are likely to significantly or materially impact employees.

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

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

373. This clause applies if the department:

373.1. proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

373.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

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

375. The department must recognise the representative if:

375.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

375.2. the employee or employees advise the employer of the identity of the representative.

Major change

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

376.1. the termination of the employment of employees; or

376.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

376.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

376.4. the alteration of hours of work; or

376.5. the need to retrain employees; or

376.6. the need to relocate employees to another workplace; or

376.7. the restructuring of jobs.

377. The following additional consultation requirements in clause 378 to 384 apply to a proposal to introduce a major change referred to in clause 371.3.

378. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 372.
379. Where practicable, a departmental change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
380. The department must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
381. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 372, the department must:
- 381.1. discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 381.1.1. the proposed change
 - 381.1.2. the effect the proposed change is likely to have on the employees; and
 - 381.1.3. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 381.2. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 381.2.1. all relevant information about the proposed change, including the nature of the change proposed; and
 - 381.2.2. information about the expected effects of the proposed change on the employees; and
 - 381.2.3. any other matters likely to affect the employees.
382. The department must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
383. However, the department is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
384. If a clause in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the department, the requirements set out in clauses 378 to 382 are taken not to apply.

Change to regular roster or ordinary hours of work

385. The following additional consultation requirements in clause 386 to 390 apply to a proposal to introduce a change referred to in clause 371.5.
386. The department must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
387. As soon as practicable after proposing to introduce the change, the department must:

- 387.1. discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
 - 387.2. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - 387.2.1. all relevant information about the proposed change, including the nature of the proposed change; and
 - 387.2.2. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 387.2.3. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 387.3. invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
388. However, the department is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
389. The department must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

Interaction with emergency management activities

390. Nothing in this clause restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of *the Fair Work Act 2009*.

Departmental consultative committee

391. The Clerk will establish a departmental consultative committee to discuss relevant workplace matters.
392. Department consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

Dispute resolution

393. If a dispute relates to:
- 393.1. a matter arising under the agreement; or
 - 393.2. the National Employment Standards
- this clause sets out procedures to settle the dispute.
394. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this clause.

395. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause. Representatives will be recognised and dealt with in good faith.
396. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
397. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 396 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
398. The Fair Work Commission may deal with the dispute in 2 stages:
- 398.1. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 398.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
- 398.2.1. arbitrate the dispute; and
- 398.2.2. make a determination that is binding on the parties.
- Note:** If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
399. While the parties are attempting to resolve the dispute using the procedures in this clause:
- 399.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the department that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- 399.2. subject to 399.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
- 399.2.1. the work is not safe; or
- 399.2.2. applicable work health and safety legislation would not permit the work to be performed; or
- 399.2.3. the work is not appropriate for the employee to perform; or
- 399.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.
400. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

401. Any disputes arising under the *Department of the House of Representatives Enterprise Agreement 2017–2020* or the National Employment Standards that were formally notified under clause 7 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

Leave of absence to attend proceedings

402. Where the provisions of 393-397 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 394, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 395.

Delegates' rights

403. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the department.

404. The role of union delegates is to be respected and supported.

405. The department and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

406. The department respects the role of union delegates to:

406.1. provide information, consult with and seek feedback from employees in the workplace on workplace matters

406.2. consult with other delegates and union officials, and get advice and assistance from union officials

406.3. represent the interests of members to the employer and industrial tribunals; and

406.4. represent members at relevant union forums, consultative committees or bargaining.

407. The department and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.

408. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.

409. To support the role of union delegates, the department will, subject to legislative and operational requirements, including privacy and security requirements:

- 409.1. provide union delegates with reasonable access to departmental facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials
 - 409.2. advise union delegates and other union officials of the department's facilities and resources available for their use, which may include telephone, photocopying, internet, and email
 - 409.3. allow reasonable official union communication appropriate to the department from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include the department vetoing reasonable communications
 - 409.4. provide access to new employees as part of induction; and
 - 409.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
410. Where Parliamentary Service employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or department before speaking publicly in that capacity, subject to the Parliamentary Service Code of Conduct and legislative requirements.

Employee representational rights

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

Section 10: Separation and retention

Resignation

413. An employee may resign from their employment by giving the Clerk at least 14 calendar days' notice.
414. At the instigation of the Clerk, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
415. The Clerk has the discretion to agree to a shorter period of notice or waive the requirement to give notice.
416. When an employee dies, or the Clerk has directed that an employee is presumed to have died on a particular date, the Clerk must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

Redeployment, retraining, redundancy

Application

417. For the purposes of this clause, employees (excluding non-ongoing employees) are excess if they are substantively at a level where:
 - 417.1. there are a greater number of employees than is necessary for the efficient and economical working of the department; or
 - 417.2. where the services of employees 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
 - 417.3. the duties of the employee 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

418. When the Clerk is aware that employees are likely to become excess to requirements, they will be advised in writing of the situation.
419. Discussions will be held with the potentially excess employees, and if requested, their representatives, usually within a one-month time period, to consider:
 - 419.1. the redeployment opportunities for the employee concerned; and
 - 419.2. whether voluntary retrenchment might be appropriate.

420. The Clerk may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary termination, where those terminations would permit the redeployment of employees who are potentially excess.

Voluntary retrenchment (VR)

421. Where the Clerk invites excess employees 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 employees.

Information to be provided

422. Employees must be given timely information on:
- 422.1. the amount of severance pay, pay in lieu of notice and paid up leave credits
 - 422.2. their amount of accumulated superannuation contributions
 - 422.3. their options concerning superannuation
 - 422.4. the taxation rules applying to the various payments; and
 - 422.5. the availability of financial counselling up to a cost limit of \$500.

Period of notice

423. Where employees 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 employees over 45 years of age with at least five years of continuous service). Where employees 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

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

- 425.3. 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
 - 425.4. service with the Australian Defence Forces
 - 425.5. APS service immediately preceding deemed resignation, if the service has not been previously recognised for severance pay purposes; and
 - 425.6. service in another organisation where employees 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.
426. For earlier periods of service to count there must be no breaks between the periods of service, except where:
- 426.1. 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; and
 - 426.2. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under repealed section 49 of the repealed *Public Service Act 1922*.
427. 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 employees or with the payment of an employer-financed retirement benefit will not count as service for severance pay purposes.
428. Absences from work which do not count as service for any purpose will not count as service for severance pay purposes.
429. For the purpose of calculating the severance benefit, salary will include:
- 429.1. employee's salary; or
 - 429.2. the salary of the higher position, where employees 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
 - 429.3. 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

430. Excess employees who do not accept an offer to be voluntarily retrenched will be entitled to one of the following retention periods:
- 430.1. thirteen months where employees have twenty or more years of service or are over 45 years of age; or
 - 430.2. seven months for other employees.

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

431. The retention period will commence on the earlier of the following:
 - 431.1. the day employees are advised in writing by the Clerk that they are excess employees; or
 - 431.2. one month after the day on which the Clerk invites the employee to elect to be retrenched.
432. During the retention period the Clerk:
 - 432.1. will continue to take reasonable steps to find alternative employment for employees; and/or
 - 432.2. may, with four weeks' notice, reduce the classification of excess employees as a means of securing alternative employment for them. Where excess employees 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.
433. During the retention period employees:
 - 433.1. will take reasonable steps to find alternative employment
 - 433.2. actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement; and
 - 433.3. will be able to seek assignment of duties at level, in isolation from, and not in competition with, other applicants. If the excess employee is capable of satisfactorily performing the duties, the excess employee should be assigned these duties.
434. Excess employees 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.
435. Where the Clerk is satisfied that there is insufficient productive work available for the excess employee during the remainder of the retention period, the Clerk may, with the agreement of the employee, terminate their employment under section 29 of the *Parliamentary Service Act 1999*.
436. Upon termination the employee will be paid a lump sum comprising:
 - 436.1. the balance of the retention period (as shortened for the NES under sub-clause 430) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
 - 436.2. an additional redundancy payment equal to the amount the retention period was shortened by under subclause 430.

437. Excess employees 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.
438. Excess employees 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.

Attachment A: Salaries

Note: The first increase in salary is only applicable to employees who are engaged on or after the date the agreement takes effect.

Table A1: Schedule of salary increases

Classification	Pay point	Current	Salary from 30 November 2023	Salary from 30 November 2024	Salary from 30 November 2025
Executive Band 2	EB2.3	\$159,772	\$166,163	\$172,477	\$178,341
	EB2.2	\$155,761	\$161,991	\$168,147	\$173,864
	EB2.1	\$150,788	\$156,820	\$162,779	\$168,313
Executive Band 1	EB1.3	\$129,950	\$135,148	\$140,284	\$145,054
	EB1.2	\$125,585	\$130,608	\$135,571	\$140,180
	EB1.1	\$116,503	\$121,163	\$125,767	\$130,043
House of Representatives Band 2:					
PS Level 6	PSL6.3	\$106,555	\$110,817	\$115,028	\$118,939
	PSL6.2	\$100,224	\$104,233	\$108,194	\$111,873
	PSL6.1	\$93,889	\$97,645	\$101,356	\$104,802
PS Level 5	PSL5.3	\$91,830	\$95,503	\$99,132	\$102,502
	PSL5.2	\$89,357	\$92,931	\$96,462	\$99,742
	PSL5.1	\$86,784	\$90,255	\$93,685	\$96,870
PS Level 4	PSL4.3	\$83,009	\$86,329	\$89,610	\$92,657
	PSL4.2	\$79,868	\$83,063	\$86,219	\$89,150
	PSL4.1	\$76,725	\$79,794	\$82,826	\$85,642
House of Representatives Band 1:					
PS Level 3	PSL3.3	\$74,567	\$77,550	\$80,497	\$83,234
	PSL3.2	\$71,987	\$74,866	\$77,711	\$80,353
	PSL3.1	\$69,411	\$72,187	\$74,930	\$77,478
PS Level 2	PSL2.3	\$67,355	\$70,049	\$72,711	\$75,183
	PSL2.2	\$64,520	\$67,101	\$69,651	\$72,019
	PSL2.1	\$61,687	\$64,154	\$66,592	\$68,856

Classification	Pay point	Current	Salary from 30 November 2023	Salary from 30 November 2024	Salary from 30 November 2025
PS Level 1	PSL1.3	\$59,667	\$62,054	\$64,412	\$66,602
	PSL1.2	\$57,054	\$59,336	\$61,591	\$63,685
	PSL1.1	\$54,530	\$56,711	\$58,866	\$60,867

Attachment B: Supported Wage System

1. This schedule defines the condition which will apply which will apply to employees because of the effects of a disability are eligible for a supported wage under the clauses of this agreement.

Definitions

2. In this schedule:

Approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

Assessment instrument means the tool 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

Disability Support Pension means the commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

Relevant minimum wage means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged

Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website (www.jobaccess.gov.au)

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

Eligibility criteria

3. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

5. Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Table A2: Applicable percentage of relevant minimum wage paid to applicable employees

Assessed capacity [sub-clause (d)]	Percentage of agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

6. Provided that the minimum amount payable to an employees to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

Assessment of capacity

8. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
9. Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

Lodgement of SWS wage assessment agreement

10. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
11. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of assessment

12. The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the support wage system.

Other terms and conditions of employment

13. Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

Workplace adjustment

14. An employer wishing to employ a person under the provisions of this schedule must take all reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

Trial period

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person 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 four weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9 in this attachment.

12 April 2024

Attention: Commissioner Platt

Commissioner Platt
Fair Work Commission

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/975

Applicant: The Commonwealth of Australia, represented by the Department of the House of Representatives

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

- 1 I, Claressa Surtees, of the Commonwealth of Australia (represented by the Department of the House of Representatives) (**Department**), have the authority given to me by the Department to give the following undertakings with respect to the Department of the *House of Representatives Enterprise Agreement 2024-2026* (the **Agreement**):
- (1) **Definition of shiftworker.** The definition of ‘shiftworker’ contained at clause 120 of the Agreement is for the purposes of the National Employment Standards.
 - (2) **Part-time employees.** If an employee is a part-time employee, before part-time duty commences, they will complete and have approved by the Clerk a part-time work agreement which will specify:
 - (a) the employee’s ordinary weekly hours of duty; and
 - (b) if the employee is not a shiftworker, the pattern of hours to be worked by the employee, including starting and finishing times on each or any day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee.
 - (3) **Part time employees.** The pattern of hours specified under paragraph 1(2)(b) above will be no less than three hours per day of attendance which are continuous on any one day.
 - (4) **Short term assignment (“higher duties”).** For the purposes of clause 36 of the Agreement, where a role needs to be filled for at least half a working day, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.

Signature:

Claressa Surtees

Date: 12 April 2024