

# **PARLIAMENTARY OFFICERS'** **(NON-EXECUTIVE STAFF – VICTORIA)**



**SINGLE ENTERPRISE AGREEMENT 2012**

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## PART 1 - APPLICATION AND OPERATION OF THE AGREEMENT

### 1 AGREEMENT TITLE

This agreement shall be known as the Parliamentary Officers' (Non-Executive Staff – Victoria) Single Enterprise Agreement 2012.

### 2 STATEMENT OF CORPORATE INTENT

The Parliament of Victoria through its elected representatives is accountable to the Victorian community for the provision and conduct of representative government in the interests of all Victorians. The objective of all the Departments of the Parliament is to deliver apolitical, professional and innovative services to support our elected representatives and the Parliament as an institution. The achievement of this objective is underpinned by Part 2 of the *Parliamentary Administration Act 2005* which outlines the Parliamentary Officer values of responsiveness, integrity, impartiality, accountability, respect and leadership.

### 3 DEFINITIONS

In this document, unless otherwise provided:

- 3.1 "Accredited Representative of the Union" means an officer or Employee of the CPSU, or a workplace delegate accredited by an authorised officer of the CPSU;
- 3.2 "Category A Employee" means an Employee who is normally required to work beyond the ordinary hours of work on all Sitting Days during the sittings of either or both Houses of Parliament until or beyond 11.00 pm or the rising of either or both Houses of Parliament in the servicing of either or both Houses of Parliament;
- 3.3 "Category B Employee" means an Employee who is regularly rostered to work beyond the ordinary hours of work on some, but not all, Sitting Days and who may be required to work extended hours until or beyond 11.00 pm or the rising of either or both Houses of Parliament in the servicing of either or both Houses of Parliament;
- 3.4 "Category C Employee" means an Employee who is not a Category A or Category B Employee;
- 3.5 "CPSU" or union means the Community and Public Sector Union;
- 3.6 "Department Head" means a Head of a Parliamentary Department as defined by the *Parliamentary Administration Act 2005*;
- 3.7 "Employee" means a non-executive Employee of the Parliament of Victoria engaged pursuant to the *Parliamentary Administration Act 2005*, Division 3;
- 3.8 "Employer" means the Parliament of Victoria acting through its servant or agent who, for the purposes of this Agreement, is the relevant Department Head in the Parliamentary Department in which the Employee is employed;
- 3.9 "Fortnightly Salary" means an Employee's annual salary divided by 365.25 multiplied by 14;
- 3.10 "FWA" means Fair Work Australia or its successor;
- 3.11 "Fair Work Act 2009" and FW Act means that Act as amended from time to time, or any successor to that Act;
- 3.12 "Fair Work Regulations 2009" means the Regulations as amended from time to time or any successor to these Regulations;
- 3.13 "National Employment Standards" means the key minimum entitlements for all Employees guaranteed in legislation;
- 3.14 "Parliamentary Term Appointment" means an appointment that is for the term of the current Parliament;
- 3.15 "Parliamentary Administration Act 2005" means that Act as amended from time to time, or any successor to that Act;
- 3.16 "Party or Parties" means the Parliament of Victoria, Employees, or the CPSU;
- 3.17 "Public Holiday" means a day that is a public holiday pursuant to clause 46;
- 3.18 "Salary" means the wage or salary rate, including all on-going progression payments, which an Employee receives in the normal course of his or her duty; provided that "Salary" does not include any payment for overtime, shift

## PARLIAMENTARY OFFICERS (NON-EXECUTIVE STAFF – VICTORIA) SINGLE ENTERPRISE AGREEMENT 2012

work, travelling allowance, stand-by/recall allowance, sitting or extended duty allowance, incidental expenses or any payment of a temporary character in the nature of a reimbursement of expenditure incurred;

- 3.19 “Sitting Day” means a day on which either or both Houses of Parliament sit, or in the case of an Employee of a House Department whose duties are related solely to meeting the needs of the House serviced by the Employee’s Department, a day on which the relevant House sits, notwithstanding that such a Sitting Day may continue into the next calendar day;
- 3.20 “Non-Sitting Day” means a day other than a Sitting Day as defined;
- 3.21 “Sitting Period” When the Sitting Year is divided into two distinct periods and is the period normally between the first Sitting Day in February and last Sitting Day in June in each year, or the period normally between the first Sitting Day in August and the last Sitting Day in December in each year;
- 3.22 “Sitting Year” means the period normally between the first Sitting Day in February and the last Sitting Day in December each year;
- 3.23 “Sitting Week” means a week in which either or both Houses of Parliament sit, or in the case of an Employee whose duties are related solely to meeting the needs of the House serviced by the Employee’s Department, a week in which the relevant House sits;
- 3.24 “Non-Sitting Week” means a week in which either or both Houses of Parliament do not sit;
- 3.25 “Variation” means variation in accordance with subdivision A of Division 7 of Part 2-4 of the *Fair Work Act 2009*;
- 3.26 “Tribunal” means Fair Work Australia

### 4 COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION

- 4.1 This Agreement shall commence operation 7 days after the date on which Fair Work Australia approves the Agreement and will have a nominal expiry date of 31 December 2015.
- 4.2 Employees to whom this Agreement applies will receive:
- 4.2.1 bonus payment in accordance with clause 21.4.1;
- 4.2.2 salary increases as provided for in clause 21.4.2, with the first increase payable with effect from 1 July 2012; and
- 4.2.3 increases to allowances provided for in clause 27, 29, 30, 31 and 40 with the first increase payable with effect from 1 July 2012.
- 4.3 Alterations to conditions of employment provided for in this Agreement shall apply with effect from the commencement date of the operation of the Agreement, except where otherwise provided.
- 4.4 Future salary rates in terms of quantum and timing to be adjusted in accordance with the Victorian Public Service (VPS) Pay and Classification Structure and salary rate movements, with the same funding conditions as those applying to the VPS to apply to the Parliamentary Departments.

### 5 APPLICATION OF AGREEMENT AND PARTIES COVERED

- 5.1 This Agreement is made under section 172 of the *Fair Work Act 2009* between the Employer and Employees covered by the Agreement.
- 5.2 This Agreement shall apply to and be binding upon:
- 5.2.1 the Parliament of Victoria in respect of all Employees (as defined in sub-clause 3.7);
- 5.2.2 all Employees whose employment is, at any time when this Agreement is in operation, subject to this Agreement; and
- 5.2.3 the CPSU, if FWA notes in its decision to approve the Agreement, that the Agreement covers the CPSU.

### 6. NO FURTHER CLAIMS

- 6.1 This Agreement is intended to set out, or set out processes for determining, all the terms and conditions of employment of the Employees who will be subject to this agreement from the date of commencement of this Agreement until 31 December 2015.

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- 6.2 The Employees, the Employer and the CPSU, agree that during the operation of the Agreement, they will not make claims for the making of a further agreement under the *Fair Work Act 2009*, whether in relation to matters dealt with in this Agreement or otherwise.

### 7 SAVINGS PROVISIONS AND RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS

- 7.1 This Agreement operates to the exclusion of all previous awards and orders of FWA and replaces all previous certified agreements in respect of the Employees. However any entitlement in the nature of an accrued entitlement to an individual's benefit, which has accrued under any such previous certified agreement, will not be affected by the making of this Agreement save that annual leave loading applicable to an annual leave entitlement accrued by Category A and Category B employees under any previous certified agreement is to be calculated in accordance with clause 43.
- 7.2 No Employee will, on balance, have his or her overall pay and conditions reduced as a result of the making of this Agreement.
- 7.3 No Employee's overall terms and conditions of employment shall, on balance, be reduced as a result of any machinery of Government changes that occur during the life of this Agreement.
- 7.4 The policies and procedures of the Employer are not incorporated into the Agreement. The Agreement prevails to the extent of any inconsistency.

### 8 ANTI-DISCRIMINATION

- 8.1 It is the intention of the Parties to this Agreement to achieve the principal object set out section 336(c) of the *FW Act* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 8.2 Accordingly, in fulfilling their obligations under the procedures in clause 10 (Disputes and Grievances), the Parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 8.3 Nothing in this clause is to be taken to affect:
- 8.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth or State anti-discrimination legislation;
- 8.3.2 the Employee, Employer or registered Union pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; and
- 8.3.3 the exemptions in section 351(2) and 772(2) of the *FW Act* or the operation of sections 772(3) and 772(4) of the *FW Act*.

### 9 FLEXIBILITY TERM

- 9.1 An Employee and the Employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of both the Employee and the Employer. An individual flexibility arrangement must be genuinely agreed to by both the Employee and Employer.
- 9.2 An individual flexibility arrangement may vary the effect of clause 35 (Hours of work).
- 9.3 An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 9.4 The Employer must ensure that the terms of the individual flexibility arrangement:
- 9.4.1 are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- 9.4.2 are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- 9.4.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 9.5 The Employer must ensure that the individual flexibility arrangement is in writing and signed by the Employee and the Employer. If the Employee is under 18, the arrangement must also be signed by a parent or guardian of the Employee.
- 9.6 The Employer must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to.

- 9.7 The Employee must ensure that any individual flexibility arrangement sets out:
- 9.7.1(a) which terms of this Agreement will be affected or varied by the individual arrangement;
  - 9.7.1(b) how the individual flexibility arrangement will vary or affect the terms of this Agreement;
  - 9.7.1(c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the individual flexibility arrangement;
  - 9.7.1(d) the day on which the individual flexibility arrangement commences;
  - 9.7.1(e) provides for the individual flexibility arrangement to be terminated by either the Employee or Employer giving a specific period of written notice, with the specified period being not more than 28 days; and
  - 9.7.1(f) at any time by written agreement between the Employee and Employer.

**PART 2 – COMMUNICATION, CONSULTATION & DISPUTE RESOLUTION**

**10 IMPLEMENTATION OF CHANGE**

- 10.1 Where the Employer is considering significant change, such as restructure of the workplace, the introduction of new technology, relocation or changes to existing work practices of Employee(s), the Employer will advise the affected Employee(s) and their chosen representative, including CPSU representative of the proposed change as soon as practicable after the proposal has been made. The Employer will advise the affected Employee(s) and their chosen representative, including CPSU representative of the likely effects on the Employee’s working conditions and responsibilities. The Employer will advise of the rationale and intended benefits, such as productivity improvements of any change.
- 10.2 The Employer will regularly consult with affected Employee(s) and their chosen representative, including CPSU representative and give prompt consideration to matters raised by the Employee(s) and their chosen representative, including CPSU representative and where appropriate provide training for the Employee(s) to assist them to integrate successfully into the new structure.
- 10.3 In accordance with this clause, the Employee(s) or their chosen representative, including CPSU representative may submit alternative proposals which will meet the indicated rationale and benefits of the proposal. Such alternative proposals must be submitted in a timely manner so as not to lead to an unreasonable delay in the introduction of any contemplated change. If such a proposal is made the Employer must give considered reasons to the Employee(s) and their chosen representative, including CPSU representative if the Employer does not accept its proposals.
- 10.4 Indicative reasonable timeframes are as follows:

STEPS IN PROCESS	NUMBER OF WORKING DAYS IN WHICH TO PERFORM EACH STEP
Employer advises Employees and their chosen representative, including CPSU representative	
Employees and their chosen representative, including CPSU representative response	5 days following receipt of written advice
Meeting convened (if requested)	5 days following request for meeting
Further Employer response (if relevant)	5 days following meeting
Employees and their chosen representative, including CPSU representative alternative proposal (if applicable)	10 days
Employer response to any alternative proposal	10 days

- 10.5 Any dispute concerning the Parties’ obligations under this clause shall be dealt with in accordance with clause 11 (Disputes & Grievances).

**11 DISPUTES AND GRIEVANCES**

- 11.1 For the purpose of this clause 11, a dispute includes a grievance.
  - 11.1.1 Unless otherwise provided for in this agreement, a dispute about a matter arising under this agreement, or the National Employment Standards set out in the *FW Act*, other than termination of employment, must be dealt with in accordance with this clause.
  - 11.1.2 This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.
  - 11.1.3 A person covered by this agreement may choose to be represented at any stage by a representative, including a union representative or Employer’s organisation.
- 11.2 **Obligations**
  - 11.2.1 The Parties to the dispute and their representatives, must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

11.2.2 Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.

11.2.3 No person covered by the agreement will be prejudiced as to the final settlement of the dispute by the continuance of work in accordance with this clause.

### **11.3 Agreement and dispute settlement facilitation**

11.3.1 For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen Employee representative is another Employee of the Employer, he or she must be released by the Employer from normal duties for such periods of time as may be reasonably necessary to enable him or her to represent Employees concerning matters pertaining to the employment relationship including but not limited to:

11.3.1(a) investigating the circumstances of a dispute or an alleged breach of this Agreement;

11.3.1(b) endeavouring to resolve a dispute arising out of the operation of this Agreement ; or

11.3.1(c) participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

11.3.2 The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the Employer.

### **11.4 Discussion of dispute**

11.4.1 The dispute must first be discussed by the aggrieved Employee(s) with the immediate supervisor of the Employee(s) or next level of management where appropriate.

11.4.2 If the dispute is not settled, the Employee(s) can require that the matter be discussed with another representative of the Employer appointed for the purposes of this procedure.

### **11.5 Internal process**

11.5.1 If any party to the dispute who is covered by this agreement refers the dispute to an internal dispute resolution established process, the matter must first be dealt with in accordance with that process, provided that the process is conducted as expeditiously as possible and:

11.5.1(a) is consistent with the rules of natural justice and procedural fairness;

11.5.1(b) provides for mediation or conciliation of the dispute;

11.5.1(c) provides that the employer will take into consideration any views on who should conduct that review; and

11.5.1(d) is conducted as with as little formality as a proper consideration of the dispute allows.

11.5.2 This clause does not apply where a dispute or grievance is referred to the Public Sector Standards Commissioner or any other person or body under the *Parliamentary Administration Act 2005*.

11.5.3 Internal process for the purposes of this part includes a disputes process conducted by the Employer or referred to any other person or body, including the Public Sector Standards Commissioner, in accordance with the *Parliamentary Administration Act 2005*, as amended from time to time and its regulations.

11.5.4 As part of any internal process conducted by the Department Head, the parties to the dispute may agree to involve a mutually agreed independent person to assist in resolution of the dispute. Agreement will not be unreasonably withheld.

11.5.5 If the matter is not settled, either party to the dispute may apply to FWA to have the dispute dealt with by conciliation.

### **11.6 Disputes of a collective character**

11.6.1 The Parties acknowledge that disputes of a collective character concerning more than one Employee may be dealt with more expeditiously by an early reference to FWA.

11.6.2 No dispute of a collective character may be referred to FWA directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to its being referred to FWA.



**11.7 Conciliation**

11.7.1 Where a dispute is referred for conciliation, a member of the FWA shall do everything that appears to the member to be right and proper to assist the Parties to the dispute to agree on settlement terms.

11.7.2 This may include arranging:

11.7.2(a) conferences of the parties to the dispute presided over by the member; and

11.7.2(b) for the parties to the dispute to confer among themselves at conferences at which the member is not present

11.7.3 Conciliation before FWA shall be regarded as completed when:

11.7.3(a) the parties to the dispute have reached agreement on the settlement of the dispute; or

11.7.3(b) the member of FWA conducting the conciliation has, either of their own motion or after an application by a party to the dispute, satisfied themselves that there is no likelihood that within a reasonable period further conciliation will result in a settlement; or

11.7.3(c) the Parties to the dispute have informed the FWA member that there is no likelihood of agreement on the settlement of the dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

**11.8 Arbitration**

11.8.1 If the dispute has not been settled when conciliation has been completed, either party may request that FWA proceed to determine the dispute by arbitration.

11.8.2 Where a member of FWA has exercised conciliation powers in relation to the dispute, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute if a party objects to the member doing so.

11.8.3 Subject to clause 11.8.4 below, the determination of FWA is binding upon the persons covered by this Agreement.

11.8.4 A determination of a single member of FWA made pursuant to this clause may, with the permission of the Full Bench of FWA, be appealed.

**11.9 General powers and procedures of FWA**

11.9.1 Subject to any agreement between the parties in relation to a particular dispute and the provisions of this clause, in dealing with a dispute through conciliation or arbitration, FWA may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the *FW Act*.

**12 WORKLOAD**

12.1 The Employer acknowledges the benefits to both the organisation and individual Employee gained through Employees having a balance between both their professional and family life.

12.2 The Employer further recognises that the allocation of work must include consideration of the Employee's hours of work, health, safety and welfare. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an Employee's ordinary hours of work. However, the Employer may require an Employee to work additional hours where:

12.2.1 such work is unavoidable because of work demands, or the sittings of the House;

12.2.2 reasonable notice of the requirement to work additional hours is given by the Employer; or

12.2.3 where, due to an emergency, it has not been possible to provide reasonable notice.

12.3 When an Employee is required by the Employer to work additional hours the Employee must be compensated in accordance with the appropriate additional hours clause where the Employee is covered by the provisions of such a clause.

12.4 Where an individual or group of individuals believe that there is an unreasonable allocation of work leading to Employee(s) being overloaded with work, the individual or group of individuals concerned can seek to have the allocation reviewed by the Employer to address the Employee(s) concerns.

12.5 Other than in an emergency, an Employer may request an Employee to work additional hours. An Employee may refuse to work additional hours for reasons outlined in clause 39.2.2 of this Agreement.

**13 CONSULTATIVE COMMITTEE**

- 13.1** A Consultative Committee, comprising a management and Employee nominee from each Parliamentary Department and the Parliamentary Committees shall operate to provide a forum for consultation between the Parliamentary Departments and their Employees and to consider any matter which is relevant to the terms and conditions of employment of Parliamentary Officers.

## PART 3 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

### 14 EMPLOYMENT CATEGORIES AND ENTITLEMENTS

#### 14.1 Basis of employment

14.1.1 Employees may be employed on an:

14.1.1(a) Ongoing basis;

14.1.1(b) Fixed term basis;

14.1.1(c) Casual basis;

14.1.1(d) Parliamentary term basis; or

14.1.1(e) Sessional basis

#### 14.2 Categories of employment

14.2.1 As defined in clauses 3.2, 3.3 and 3.4 of this Agreement, Employees may be employed as

14.2.1(a) Category A; or

14.2.1(b) Category B; or

14.2.1(c) Category C

14.2.2 An Employee's employment category shall not be altered other than:

14.2.2(a) by 28 days notice and consultation with the Employee during a non-sitting period; or

14.2.2(b) by mutual agreement during a sitting period; or

14.2.2(c) when a sitting year is not divided into sitting periods, by 3 months notice during a sitting year and consultation with the Employee.

14.2.3 Where an Employee's employment category changes during the course of one calendar year, the Employee shall be entitled to the relevant annual leave on a pro-rata basis.

#### 14.3 Job information

14.3.1 As soon as practicable after the commencement of employment, the Employee will be provided in writing or electronically with details of the job title, classification level, parliamentary category, and job statement for his/her position.

14.3.2 A fixed term Employee must be provided in writing or electronically the reason for their fixed term employment consistent with clause 14.8.

14.3.3 The Employee will carry out the duties described in the position description and such other duties as directed, consistent with their skills and classification descriptors.

14.3.4 The Employer will provide the Employee with a copy of this Agreement.

14.3.5 The Employer will ensure that an induction process is developed and maintained for the purpose of educating new Employees about the structure and functions of the Parliament of Victoria and policies and procedures for employment within the Parliament of Victoria.

#### 14.4 Probationary period - new employee

14.4.1 The Employer may appoint a new Employee or a former Employee who commences employment with the Parliament of Victoria on a probationary basis.

14.4.2 The period of probation shall be a reasonable period having regard to the nature of the position, but, subject to sub-clause 14.4.3, shall be no more than 3 months.

14.4.3 If conduct or performance issues are identified during the probationary period, the Employer shall counsel the Employee during the probationary period in relation to his or her conduct or performance and shall provide a written record of such counselling. The probationary period may be extended by a period of not more than 3 months to allow the Employee to address performance issues. The probationary period may also be extended by not more than 3 months if non-attendance at work limits the Employer's ability to properly assess an Employee.

**14.4.4** A probationary Employee's employment may be terminated by the Employer during the Employee's probationary period by giving two weeks' notice or two weeks' pay in lieu of notice, subject to the right to terminate an Employee's employment without notice or payment in lieu of notice if the Employee has committed any act of serious misconduct (as defined in the Fair Work Regulations).

**14.4.5** Unless the employment is terminated earlier in accordance with sub-clause 14.4.4, at the end of the period of probation, the Employer shall confirm the Employee's appointment in writing or, in the event that the Employee's conduct or performance during the probationary period is unsatisfactory, terminate the employment by the giving of two weeks' notice or two weeks' pay in lieu of notice.

**14.4.6** A person initially employed on a fixed term basis who is subsequently employed on an ongoing basis shall have the fixed term employment taken into account in the determination of any probationary period.

**14.5 Part-time employment**

**14.5.1** Provisions relating to salary, leave and all other entitlements contained within this Agreement shall apply to part-time Employees on a pro rata basis calculated on the number of ordinary or averaged hours worked.

**14.5.2** Part-time employment shall be for not less than 3 consecutive hours in any day worked except:

**14.5.2(a)** where the Employee works from home by agreement with the Employer; or

**14.5.2(b)** in exceptional circumstances with the agreement of the Employee.

**14.5.3** Part-time employment is worked only by agreement between the Employee and the Employer, where that agreement includes an agreed roster specifying:

**14.5.3(a)** the days in each fortnight on which the Employee will work; or

**14.5.3(b)** the start and finish times on the days upon which the Employee will work;

**14.5.3(c)** the number of hours the Employee will work on each day he or she works; and

**14.5.3(d)** agreed processes for the variation of hours of work.

**14.5.4** Such agreed rostered hours shall be considered the Employee's ordinary hours.

**14.6 Averaged part-time employment**

**14.6.1** Provisions relating to salary, leave and all other entitlements contained within this Agreement shall apply to averaged part-time Employees on a pro rata basis calculated on the number of ordinary or averaged hours worked.

**14.6.2** The use of averaged part-time employment will not be for the purpose of undermining the job security or conditions of full-time or part-time Employees.

**14.6.3** Employees engaged in Broadcasting (Audio-Visual), Security and Catering areas may be employed on an averaged part-time employment basis if genuinely agreed to by the Employer and Employee.

**14.6.4** Employees engaged, as at the date of commencement of the Agreement on a casual basis in House Departments, may be employed on an averaged part-time employment basis if genuinely agreed to by the Employer and Employee. An averaged part-time Employee can be replaced with an averaged part-time Employee.

**14.6.5** Existing Employees as at the date of commencement of the Agreement engaged on a regular and systematic casual basis will not be disadvantaged in respect to additional work by the introduction of averaged part-time employment.

**14.6.6** Averaged part-time employment shall be for not less than 3 consecutive hours in any day worked except:

**14.6.6(a)** where the Employee works from home by agreement with the Employer; or

**14.6.6(b)** in exceptional circumstances with the agreement of the Employee

**14.6.7** Averaged part-time Employees will be guaranteed a total number of ordinary weekly hours averaged over a defined period of not less than 6 months and not more than 12 months.

**14.6.8** Averaged part-time employment is worked only by agreement between the Employee and the Employer, where that agreement includes an agreed roster specifying:

**14.6.8(a)** the days on which the Employee will work;

**14.6.8(b)** the start and finish times on the days upon which the Employee will work;

- 14.6.8(c) the number of hours the Employee will work on each day he or she works; and
- 14.6.8(d) that the roster cannot change without mutual agreement.
- 14.6.9 Such agreed rostered hours as per 14.6.8, shall be considered the Employees hours of work.
- 14.6.10 The parties commit to a joint review of the use of averaged part-time employment during the life of the Agreement.
- 14.7 Casual employment – when it may be used**
- 14.7.1 The use of casual labour will not be for the purpose of undermining the job security of ongoing Employees, for the purpose of turning over a series of casual workers to fill an ongoing employment vacancy or as a means of avoiding obligations under this Agreement.
- 14.7.2 Therefore, the employment of casuals in all areas covered by this Agreement is limited to meeting short-term work demands or specialist skill requirements.
- 14.7.3 Casual employment will be for not less than 3 consecutive hours in any day worked except:
- 14.7.3.1 where the Employee works from home by agreement with the Employer; or
- 14.7.3.2 in exceptional circumstances.
- 14.7.4 Except as expressly provided for, all other provisions of this Agreement shall apply to casual Employees.
- 14.8 Fixed term employment – when it may be used**
- 14.8.1 The use of fixed term contract positions will not be for the purpose of undermining the job security or conditions of ongoing Employees.
- 14.8.2 Therefore, the use of fixed term employment in all areas covered by this Agreement is limited to:
- 14.8.2(a) replacement of staff proceeding on approved leave;
- 14.8.2(b) meeting fluctuating client and staffing needs and unexpected increased workloads;
- 14.8.2(c) undertaking a specified task which is funded for a specified period;
- 14.8.2(d) filling a vacancy resulting from an Employee undertaking a temporary assignment or secondment;
- 14.8.2(e) temporarily filling a vacancy where, following an appropriate selection process, a suitable ongoing Employee is not available; or
- 14.8.2(f) filling a vacant role whilst a review of the area is undertaken, provided that such appointment does not exceed a period of 12 months.
- 14.8.3 In other than exceptional and unforeseen circumstances, fixed term appointments shall be for a maximum of three years subject to clause 49, parental leave.
- 14.8.4 Where an Employee is posted overseas the limitations on the use of fixed term employment outlined in the above sub-clauses do not apply.
- 14.8.5 Where an Employee is employed on a Parliamentary Term basis, the limitations on the use of fixed term employment outlined in the above sub-clauses do not apply.
- 14.9 Parliamentary term employment**
- 14.9.1 The provisions of clause 14.9 will apply specifically to the positions of Advisors currently attached to the Presiding Officers.
- 14.9.2 Employees employed on a Parliamentary Term basis will be employed from the date of their commencement till two weeks after the first Sitting Day of the next elected Parliament.
- 14.9.3 The relevant Presiding Officer may extend the term of employment of a Parliamentary Term Employee.
- 14.9.4 Subject to sub-clauses 14.9.2, a Parliamentary Term Employee may be reappointed.
- 14.9.5 A Parliamentary Term Employee's entitlement to notice or pay in lieu of notice shall be as set out below in a case of compulsory termination referred to in sub-clauses 14.9.2 above, as calculated from the initial date of employment with the Parliament.

LENGTH OF SERVICE	PERIOD OF NOTICE
One year or more but less than two years	Six weeks
Two years or more but less than three years	Eight weeks
Three years or more but less than four years	Ten weeks
Four years or more but less than five years	Eleven weeks
Five years or more but less than six years	Twelve weeks
Six years or more but less than seven years	Thirteen weeks
Seven years or more	Two weeks for every completed year of service up to a maximum of forty eight weeks

**14.10 Sessional employment**

- 14.10.1 Reporters, sub-editors and audio monitors may be employed on a sessional basis to meet the specific requirements of sitting periods and/or sitting years.
- 14.10.2 Audio monitors will be employed during weeks when either or both houses of Parliament sits in a given sitting period and/or sitting year.
- 14.10.3 Reporters and sub-editors employed on a sessional basis will be paid a minimum of 30 hours per week for each sitting week worked when both Houses sit. When only one house sits due to the first or last sitting week of a session the minimum hours paid will be 20 hours per week.
- 14.10.4 Audio monitors employed on a sessional basis will be paid a minimum of 24 hours per week for each sitting week worked.
- 14.10.5 Sessional Employees will be paid a loading of 35% in addition to the hourly rate for the corresponding full-time position, as compensation in lieu of any entitlement to the following benefits: public holidays, annual leave and annual leave loading, personal/carer’s leave, paid parental leave, compassionate leave, paid carer’s leave, jury service leave, defence forces leave and in lieu of any payment of overtime, penalty payments or allowance instead of overtime.
- 14.10.6 Except as expressly provided for, provisions relating to salary, leave and all other entitlements contained in this Agreement shall apply to sessional Employees on a pro rata basis based on hours worked.
- 14.10.7 All Reporters will be provided with a minimum of 20 hours of training per annum, paid at the hourly rate for the corresponding full-time position.

**15 TERMINATION OF EMPLOYMENT**

**15.1 Termination by employer**

- 15.1.1 The provisions of section 117 of the *FW Act* apply except where varied by this clause.
- 15.1.2 Subject to this Agreement the Employer may only terminate the employment of an Employee for the reasons outlined in section 29 of the *Parliamentary Administration Act 2005*.

**15.2 Notice of termination by employer**

- 15.2.1 In order to terminate the employment of an Employee, other than a casual Employee, the Employer must give to the Employee, the following notice period:

EMPLOYEES PERIOD OF CONTINUOUS SERVICE WITH THE EMPLOYER	MINIMUM PERIOD OF NOTICE
Not more than three years	2 weeks
More than three years	4 weeks

- 15.2.2 In addition to this notice, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional weeks’ notice.
- 15.2.3 Payment in lieu of the notice will be made if the Employer notifies the Employee that the Employer does not require the Employee to work the entirety of the applicable notice period. Employment may be terminated by the

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Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.

15.2.4 In calculating any payment in lieu of notice, the Employer shall use the salary an Employee would have received for the ordinary time they would have worked during the period of notice had their employment not been terminated.

15.2.5 The period of notice in this clause will not apply in the case of dismissal for serious misconduct.

### **15.3 Employee resignation**

15.3.1 Unless otherwise agreed by the Employer and the Employee, an Employee other than a probationary Employee may resign at any time by giving a minimum of four weeks' written notice to the Employer.

### **15.4 Abandonment of employment**

15.4.1 If an Employee is absent for more than 20 working days:

15.4.1(a) in circumstances where the Employer could not reasonably, after due enquiry, have been aware of any reasonable grounds for the absence; and

15.4.1(b) without the permission of the Employer; and

15.4.1(c) without contacting the Employer to provide an explanation for the absence.

15.4.2 The Employer is entitled to treat the Employee as having resigned and the employment as having been terminated by the Employee at his or her initiative.

### **15.5 Statement of employment**

15.5.1 The Employer must, upon receipt of a request from an Employee whose employment will cease or has ceased, provide to the Employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the Employee.

15.5.2 Where the Employer terminates an Employee's employment, the Employer must, at the Employee's request provide a written statement of the reasons for the dismissal.

### **15.6 Rights not limited**

15.6.1 This clause does not limit the rights of Employees to pursue any other legal remedy in respect of termination of employment.

## **16 COSTS OF EMPLOYMENT RELATED LEGAL PROCEEDINGS**

16.1 If an Employee is required to attend a Coroner's inquest on matters which directly arise from the performance of the Employee's duties, the Employer must meet the Employee's reasonable legal costs relating to appearance at or representation before the Coroner's Court.

16.2 Where legal proceedings are initiated against an Employee as a direct consequence of the Employee legitimately and properly performing his or her duties, the Employer will meet the Employee's reasonable legal costs relating to the defence of such proceedings.

16.3 Where, as a direct consequence of the Employee legitimately and properly performing his or her duties, it is necessary to obtain an intervention order or similar remedy against a client, the Employer will meet the Employee's reasonable legal costs in obtaining the order or other remedy.

16.4 An application to meet an Employee's reasonable legal costs will be dealt with expeditiously by the level of management responsible for deciding the matter.

## **17 HOME BASED WORK**

17.1 Home based work arrangements may be agreed between the Employer and an Employee on a case by case basis.

## **18 REDEPLOYMENT PRINCIPLES**

18.1 The following redeployment principles as set out in this clause will apply to ongoing Employees identified as surplus to the requirements of the Parliament of Victoria in accordance with section 29 of the *Parliamentary*

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*Administration Act 2005.* In managing surplus Employees, the Department Heads recognise their obligations and commit to placing surplus Employees into vacancies for which they are suitable.

- 18.2 The parties agree to apply the Victorian Public Sector Workplace Relations policies as they relate to redeployment, redundancy and retrenchment. These policies do not form part of this Agreement.
- 18.3 All relevant vacancies within the Parliament of Victoria will be reviewed to maximise the opportunities for valid offers for redeployment to be made with the aim of offering duties as close to the surplus Employee's current level as is possible.
- 18.4 Parliament of Victoria's disputes and grievance processes are available and are to be managed expeditiously in relation to issues raised by surplus Employees.
- 18.5 The redeployment of surplus Employees wherever practical and consistent with the application of merit.
- 18.6 Surplus Employees have priority to be placed in vacancies that occur within the Parliament of Victoria, unless the surplus Employee is determined to be unsuitable for appointment to that vacancy by the Employer.
- 18.7 The placement of surplus Employees be managed by the Employer to provide individualised case management and support, including counselling, provision of job search skills, liaison and retraining to assist in achieving placements.
- 18.8 Processes to be consistent with the application of the principles of fair and reasonable treatment and merit selection.
- 18.9 Unplaced surplus Employees to have access to departure packages only after a reasonable period.
- 18.10 Retrenchment and payment of a separation package to be used as an action of last resort where redeployment within a reasonable period does not appear likely.
- 18.11 Where a vacancy exists for which a surplus Employee is suitable and is the only candidate or the best candidate amongst surplus Employees, a valid offer will be made. A valid offer involves an offer of duties to a suitably qualified Employee (which may be at the same or different level or status or the same or different general location as the Employee's previous employment).
- 18.12 Subject to clause 18.6, surplus Employees will have priority access to vacancies both at the Employee's classification level and below their classification level. Where it is below their classification level, the surplus Employee will be provided with salary maintenance.
- 18.13 The Employer will provide support to surplus Employees being placed in alternative positions utilising high quality and professional expertise.
- 18.14 Surplus Employees will actively engage in the redeployment process.

## 19 MANAGEMENT OF UNSATISFACTORY WORK PERFORMANCE

19.1 The purpose of this clause is to:

- 19.1.1 support Employees with unsatisfactory work performance to improve their performance to the required standard;
- 19.1.2 ensure that unsatisfactory work performance is addressed expeditiously;
- 19.1.3 reflect the Parliamentary Officer values of leadership, accountability, respect, responsiveness, integrity, and impartiality, with the aim of ensuring that Employees are treated fairly and reasonably; and
- 19.1.4 provide a fair and transparent framework for action to be taken where an Employee continues to perform below the Employer's expected standard.

### 19.2 Application

- 19.2.1 Subject to applicable Victorian and Federal legislation, action taken by the Employer in relation to unsatisfactory work performance will be consistent with this clause.
- 19.2.2 This clause applies to all Employees except casual Employees and Employees subject to a probationary period of employment.

### 19.3 Referred unsatisfactory work performance matters

The Employer may at any time elect, where there is reasonable cause, to manage the Employee's work performance in accordance with clause 20. Once an election has been made by the Employer under this clause, any matters that have arisen under the process in this clause may be considered in the process pursuant to clause 20.



**19.4 Meaning of unsatisfactory work performance.**

An Employee's work performance is unsatisfactory if the Employee fails to perform to the required standards or expectations of the role.

**19.5 Procedural fairness to apply**

**19.5.1** The process for managing unsatisfactory work performance will be consistent with the principles of procedural fairness.

**19.5.2** All Parties involved in the process will commit to completing it as quickly as practicable.

**19.5.3** Before commencing formal unsatisfactory work performance processes, the Employer must

**19.5.3(a)** tell the Employee the purpose of the meeting;

**19.5.3(b)** provide the Employee with a copy of the formal unsatisfactory work performance to be followed as outlined in clause 19.9 herein;

**19.5.3(c)** provide a reasonable opportunity for the Employee to seek advice from the union or a representative of their choice before the unsatisfactory work performance process commences; and

**19.5.3(d)** allow the Employee the opportunity to provide details of any mitigating circumstances.

**19.5.4** The Employer must take into account any reasonable explanation of any failure by the Employee to participate before making a decision under this clause 19.

**19.6 Employee representation**

An Employee is entitled to be represented by a person of their choice (including a union representative) at any stage of the formal review meetings of the unsatisfactory work performance management process.

**19.7 Prior to commencing process:**

**19.7.1** The Employer must

**19.7.1(a)** consider organisational or personal factors that play a role in the Employee's unsatisfactory work performance and consider alternatives to the underperformance process to address the problem; and

**19.7.1(b)** have a reasonable expectation that the Employee is capable of meeting the required level of performance. Where the Employer and Employee agree that the Employee is not capable of meeting the required level of performance, the Employer may transfer the Employee to a suitable alternative position where reasonably practicable.

**19.8 Commencing the formal unsatisfactory work performance process**

Where the Employer considers that informal attempts to address an Employee's unsatisfactory work performance have been unsuccessful, the Employer may proceed to manage the Employee's unsatisfactory work performance in accordance with, but not limited to, all or some of the following measures:

**19.8.1(a)** increased supervision;

**19.8.1(b)** changes to the Employee's performance plan;

**19.8.1(c)** mentoring;

**19.8.1(d)** training and professional development;

**19.8.1(e)** increased feedback; and

**19.8.1(f)** coaching.

**19.9 First stage – formal counselling**

**19.9.1** The first stage of management of unsatisfactory work performance is formal counselling of the Employee. The Employer must:

**19.9.1(a)** advise the Employee of the unsatisfactory work performance; and confirm the commencement of the formal counselling stage;

**19.9.1(b)** outline the standard required of the Employee;

**19.9.1(c)** provide the Employee with an opportunity to respond within a reasonable timeframe; and

**19.9.1(d)** provide the Employee with an opportunity to improve within a reasonable timeframe.

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- 19.9.2 The Employee will be advised of the consequences of not improving their performance within a reasonable period of time and of engaging in any further unsatisfactory work performance.
- 19.9.3 A record of the formal counselling session will be placed on the Employee's personnel file.
- 19.9.4 If the Employer determines that the Employee has met the required standard of performance during a reasonable timeframe referred to in clause 19.9.1(d) the Employer will notify the Employee that:
- 19.9.4(a) the formal unsatisfactory work performance process has been completed; and
- 19.9.4(b) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.
- 19.9.5 A copy of this notification will be placed on the Employee's personnel file.
- 19.10 Second stage – formal written warning**
- 19.10.1 The Employee will be given a formal written warning by the Employer, if:
- 19.10.1(a) the Employee's performance has not improved within a reasonable period of time following formal counselling in accordance with clause 19.9.1(d); and/or
- 19.10.1(b) the Employee engages in further unsatisfactory work performance.
- 19.10.2 The Employer must:
- 19.10.2(a) advise the Employee of the unsatisfactory work performance;
- 19.10.2(b) outline the standard required of the Employee; and
- 19.10.2(c) provide the Employee with an opportunity to respond within a reasonable timeframe; and
- 19.10.2(d) provide the Employee with an opportunity to improve within a reasonable timeframe.
- 19.10.3 The formal written warning must indicate:
- 19.10.3(a) the standard expected of the Employee;
- 19.10.3(b) where and how the Employee is not meeting this standard; and
- 19.10.3(c) the consequences if the Employee fails to improve their performance including the possibility that the continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.
- 19.10.4 The written warning will be placed on the Employee's personnel file.
- 19.10.5 If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in clause 19.10.2(d) the Employer will notify the employee that:
- 19.10.5(a) the formal unsatisfactory work performance process has been completed; and
- 19.10.5(b) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.
- 19.10.6 A copy of this notification will be placed on the Employee's personnel file.
- 19.11 Third stage – final warning**
- 19.11.1 The Employee will be given a final written warning by the Employer, if:
- 19.11.1(a) the Employee's performance has not improved within the reasonable period of time following receipt of a formal written warning in accordance with clause 19.10.2(d); and/or
- 19.11.1(b) the Employee engages in further unsatisfactory work performance.
- 19.11.2 The Employer must:
- 19.11.2(a) advise the Employee of the unsatisfactory work performance;
- 19.11.2(b) outline the standard required of the Employee; and
- 19.11.2(c) provide the Employee with an opportunity to respond within a reasonable timeframe; and
- 19.11.2(d) provide the Employee with an opportunity to improve within a reasonable timeframe.
- 19.11.3 The formal written warning must indicate:
- 19.11.3(a) the standard expected of the Employee;

- 19.11.3(b) where and how the Employee is not meeting this standard; and
- 19.11.3(c) the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance, may result in termination of the Employee's employment.
- 19.11.4 The final written warning will be placed on the Employee's personnel file.
- 19.11.5 If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in clause 19.11.2(d) the Employer will notify the Employee that:
  - 19.11.5(a) the formal unsatisfactory work performance process has been completed; and
  - 19.11.5(b) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.
- 19.11.6 A copy of this notification will be placed on the Employee's personnel file.

**19.12 Determination of unsatisfactory work performance outcome**

- 19.12.1 In the event that the Employee's performance has not improved within the reasonable time period following the process set out in clauses 19.9 and 19.10 and on receipt by the Employee of the final written warning in accordance with clause 19.11 the Employer will advise the Employee of the Employee's continued or repeated unsatisfactory work performance and provide the Employee with a reasonable opportunity to respond.
- 19.12.2 After considering the Employee's performance and response (including any failure to respond in accordance with clause 19.12.1), the Employer will determine the unsatisfactory work performance outcome that is to apply to the Employee.
- 19.12.3 The possible outcomes are:
  - 19.12.3(a) assignment of the Employee with or without their agreement to a role at a classification level or value range lower than the Employee's current classification level or value range; or
  - 19.12.3(b) termination of the Employee's employment.
- 19.12.4 The Employer will advise the Employee of the unsatisfactory work performance outcome in writing and a copy will be placed on the Employee's personnel file.

**19.13 Disputes**

- 19.13.1 Any disputes arising under this clause may only be dealt with in accordance with clause 11 (Disputes and Grievances) when any of the following are placed on the Employee's personnel file in accordance with this file (this may include whether clause 19.5 has been complied with in the Employer coming to a decision):
  - 19.13.1(a) a record of formal counselling
  - 19.13.1(b) a formal written warning
  - 19.13.1(c) a final written warning
  - 19.13.1(d) a notification given to the Employee pursuant to clauses 19.9.4, 19.10.5 or 19.11.5; or
  - 19.13.1(e) a record of unsatisfactory work performance outcome.

**19.14 Transitional provisions**

The parties acknowledge that this clause introduces amended processes for the management of underperformance in the Parliamentary Departments. The following transitional provisions apply:

- 19.14.1 New matters must be dealt with under this clause from the date this Agreement comes into effect.
- 19.14.2 Matters commenced but not concluded may continue in accordance with clause 19 of the Parliamentary Officers' (Non-Executive Staff – Victoria) Single Enterprise Agreement 2009.

**20 MANAGEMENT OF MISCONDUCT**

- 20.1 The purpose of this clause is to:
  - 20.1.1 establish procedures for managing misconduct or alleged misconduct of an Employee;
  - 20.1.2 provide for Employee alleged misconduct to be investigated and addressed expeditiously and with minimal disruption to the workplace;
  - 20.1.3 reflect the Parliamentary Officer values of leadership, accountability, respect, responsiveness, integrity, and impartiality, with the aim of ensuring that Employees are treated fairly and reasonably; and

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20.1.4 manage the Employee's performance in accordance with this clause 20 instead of clause 19 where the Employer determines that it would be more appropriate.

### 20.2 Application

20.2.1 Subject to the applicable Victorian and Federal legislation, action taken by the Employer in relation to misconduct will be consistent with this clause.

20.2.2 This clause applies to all Employees, except casual Employees and Employees subject to a probationary period of employment.

### 20.3 Meaning of misconduct

20.3.1 For the purposes of this clause misconduct includes:

20.3.1(a) a contravention of a provision of the *Parliamentary Administration Act*, the regulations to that Act, a binding code of conduct or a provision of any statute or regulation that applies to the Employee in the Employee's employment;

20.3.1(b) improper conduct in an official capacity;

20.3.1(c) a contravention without reasonable excuse of a lawful direction given to the Employee as an Employee by a person authorised to give that direction;

20.3.1(d) an Employee making improper use of his or her position for personal gain; or

20.3.1(e) an Employee making improper use of information acquired by him or her by virtue of his or her position to gain personally, or for anyone else, financial or other benefits or to cause detriment to the Parliament.

### 20.4 Referred matters under clause 19 – management of unsatisfactory work performance

Any matters that have arisen under the management of unsatisfactory work performance process in clause 19 may be considered in the misconduct process pursuant to this clause 20.

### 20.5 Employee representation

An Employee is entitled to be represented by a person of their choice (including a union representative) at any stage of the misconduct process.

### 20.6 Procedural fairness to apply

20.6.1 The process for managing Employee misconduct will be consistent with the principles of procedural fairness.

20.6.2 All Parties involved in the misconduct process will commit to completing it as quickly as practicable

20.6.3 Before commencing the formal processes, the Employer must:

20.6.3(a) tell the Employee the purpose of the meeting

20.6.3(b) provide the Employee with a copy of the formal process to be followed

20.6.3(c) provide a reasonable opportunity for the Employee to seek advice from the union or a representative of their choice before the formal process commences; and

20.6.3(d) allow the Employee the opportunity to provide details of any mitigating circumstances

20.6.4 The Employer must take into account any reasonable explanation of any failure by the Employee to participate before making a decision under this clause 20.

### 20.7 Admissions by Employee

20.7.1(a) The Employee may at any stage elect to admit the alleged misconduct.

20.7.1(b) If the Employee admits all of the alleged misconduct, the Employer may proceed immediately to the determination of the misconduct outcome stage pursuant to clause 20.11.

### 20.8 Directions

20.8.1 Where Employee misconduct is alleged, the Employer may do any of the following:

20.8.1(a)(i) make an initial assessment of the alleged misconduct before commencing the formal process to determine if an investigation is required in accordance with clause 20.9; or

20.8.1(a)(ii) determine that it is appropriate to immediately commence an investigation of the alleged misconduct in accordance with clause 20.9.

20.8.1(b) direct the Employee to proceed immediately to perform alternative duties or work at an alternative place of work; and/or

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- 20.8.1(c) direct the Employee not to speak to other Employees of the Employer about the matter or not to visit certain places of work; and/or
- 20.8.1(d) suspend the Employee with pay.
- 20.8.2 In the event that the Employer exercises rights under clause 20.8.1(d), the Employer will
- 20.8.2(a) review this decision no later than a date which is four weeks after the commencement of the suspension
- 20.8.2(b) confirm whether the suspension is to continue or is no longer necessary.
- 20.8.3 The Employer will continue to review any decision regarding an Employee's suspension every four weeks thereafter, until the end of the misconduct process in accordance with this clause 20.
- 20.9 Investigation of alleged misconduct**
- 20.9.1 As soon as practicable after allegations of misconduct have been made and the Employer has determined in accordance with clause 20.8.1(a)(i) or clause 20.8.1(a)(ii) that an investigation is required, the Employer will advise the Employee of the alleged misconduct in writing.
- 20.9.2 The written advice will contain the allegation/s of misconduct that have been made about the Employee. Relevant information will only be withheld where it is necessary to withhold that information in order to protect the personal privacy of any other person consistent with Federal or State legislation.
- 20.9.3 The Employer will appoint a person to conduct an investigation into the alleged misconduct. Where appropriate, the investigation may be conducted by the Employee's immediate manager. The appointed person must not have any prior personal involvement in the matter.
- 20.9.4 The Employer will provide the Employee with an opportunity to speak to the investigator if the Employee wishes to do so.
- 20.9.5 The investigation may include:
- 20.9.5(a) collecting any relevant materials;
- 20.9.5(b) speaking with the Employee;
- 20.9.5(c) speaking with any relevant witnesses;
- 20.9.5(d) providing the Employee with specific particulars to allow the Employee to properly respond to the alleged misconduct;
- 20.9.5(e) seeking an explanation from the Employee; and
- 20.9.5(f) investigating any explanation made by the Employee for the purposes of verifying the explanation so far as possible.
- 20.9.6 In relation to each allegation of misconduct, the investigator will make findings as to whether:
- 20.9.6(a) the allegation is substantiated; or
- 20.9.6(b) the allegation is not substantiated.
- 20.9.7 Where the investigator makes a finding that an allegation is not substantiated, the misconduct process will conclude in relation to any such allegation and the Employee will be informed accordingly.
- 20.9.8 Where the investigator makes a finding that the allegation is substantiated, the Employer will consider this information and propose a discipline outcome.
- 20.10 Opportunity for Response by Employee**
- 20.10.1 As soon as practicable after the investigator has made a finding that any allegation of misconduct is substantiated, the Employee will be provided with the findings of the investigator and the proposed discipline outcome.
- 20.10.2 The Employee will be given a reasonable time to respond to the findings or the material and the recommended discipline outcome. Any response must be provided within the above reasonable time.
- 20.11 Determination of Discipline Outcome**
- 20.11.1 The Employer will consider
- 20.11.1(a) the findings of the investigator; and
- 20.11.1(b) the recommended discipline outcome;
- 20.11.1(c) any response of the Employee (including any admission of misconduct under clause 20.7);

20.11.1(d) any prior disciplinary outcomes;  
and then determine the discipline outcome that is to apply to the employee. The discipline outcome must not be disproportionate to the seriousness of the matter.

20.11.2 The possible discipline outcomes are:

20.11.2(a) no action;

20.11.2(b) performance management;

20.11.2(c) formal counselling;

20.11.2(d) formal warning;

20.11.2(e) final warning;

20.11.2(f) assignment of the Employee with or without their agreement to a role at a classification level or value range lower than the Employee's current classification level or value range;

20.11.2(g) termination of employment.

20.11.3 The Employer will advise the Employee of the discipline outcome in writing and a copy will be placed on the Employee's personnel file.

#### **20.12 Informing Employee who raised allegations of misconduct**

If a process was conducted in accordance with this clause because of an allegation of misconduct by another Employee, the Employer must advise that Employee that the allegation has been dealt with in accordance with this clause, and may provide the Employee with other information as is reasonably practicable.

#### **20.13 Disputes**

Any dispute arising under this clause may only be dealt with in accordance with clause 11 (Disputes and Grievances) when any of the following are placed on the Employee's personal file in accordance with this clause (this may include whether clause 20.6 has been complied with in the Employer coming to a decision);

20.13.1 a record of formal counselling

20.13.2 a formal written warning

20.13.3 a final written warning; or

20.13.4 a record of discipline outcome

#### **20.14 Potential criminal conduct**

Where alleged misconduct is the subject of a process in accordance with this clause 20 and is also the subject of a criminal investigation or criminal proceedings, the Employer is not required to delay or cease the management of misconduct process under this clause 20 but the Employer may exercise its discretion to do so.

#### **20.15 Transitional provisions**

The parties acknowledge that this clause introduces amended processes for the management of misconduct in the Parliamentary Departments. The following transitional provisions apply:

20.15.1 New matters must be dealt with under this clause from the date this Agreement comes into effect.

20.15.2 Matters commenced but not concluded may continue in accordance with clause 19 of the Parliamentary Officers' (Non-Executive Staff – Victoria) Single Enterprise Agreement 2009.

## PART 4 - SALARIES AND RELATED MATTERS

### 21 CLASSIFICATION, SALARY AND SALARY INCREASES

#### 21.1 Classification - general

21.1.1 Positions will be classified within Grades 1 to 6 or the Senior Technical Specialist Grade based on work value.

21.1.2 Grades are divided into value ranges. The salary range for each grade and the size and number of value ranges are detailed in the table at clause 21.5.

21.1.3 Employees will be employed within one of these grades and value ranges based on work requirements in accordance with the Classification and Value Range Standard Descriptors.

#### 21.2 Movement between value ranges

21.2.1 Employees and/or positions can move between value ranges.

21.2.2 Movement between the value ranges can occur following a job resizing review. The review process includes an assessment of the work the Employer requires to be undertaken and the performance of that work by the Employee. These are assessed against the benchmarks specified in the Classification and Value Range Standard Descriptors.

#### 21.3 Classification and salary on appointment

21.3.1 Employees will be appointed to a grade and value range based on work requirements in accordance Classification and Value Range Standard Descriptors.

#### 21.4 Salary Increases

##### 21.4.1 Bonus payment

Employees (other than casual employees) employed by the Employer at or after the date the Agreement commences operation who received a salary on 1 July 2012, together with Employees absent during the first 52 weeks of parental leave, will receive a lump sum payment of \$1500 (or pro-rata equivalent for part-time employees). The Employee's ordinary hours for calculating the pro-rata amount will be averaged over the three months immediately preceding 1 July 2012.

21.4.2 Employees employed by the Employer at, or after the date of commencement of this Agreement will receive the following salary increases.

Date of effect	1 July 2012	1 January 2013	1 July 2013	1 January 2014	1 July 2014	1 January 2015	1 July 2015
Percentage Increase	3.25%	1.25%	1.5%	1.75%	1.50%	1.75%	1.50%

21.4.3 Effective from each date specified in clause 21.4.2, the salary ranges applicable to the Parliamentary Officer Classification structure are as set out in clause 21.5.

##### 21.4.4 Increases to salary caps for certain entitlements.

Where eligibility for any Employee entitlement is to be calculated by reference to a rate of pay, then the rate of pay will be increased by the same increases and from the same operative dates as provided for in clause 21.4.2.

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21.5 Parliamentary Officer Salary rates will apply as follows

	PROGRESSION STEPS/SALARY POINTS	1 July 2012	RANGE & PDP AMOUNT	1 January 2013	RANGE & PDP AMOUNT	1 July 2013	RANGE & PDP AMOUNT
GRADE 1	Grade 1.1	\$38,415	\$38,415 - \$40,780	\$38,895	\$38,895 - \$41,289	\$39,479	\$39,479 - \$41,909
	Grade 1.2	\$39,203		\$39,693		\$40,288	
	Grade 1.3	\$39,992		\$40,492		\$41,099	
	Grade 1.4	\$40,780		\$41,289		\$41,909	
GRADE 2	Grade 2.1.1	\$42,096	\$42,096 - \$48,077	\$42,622	\$42,622 - \$48,678	\$43,262	\$43,262 - \$49,408
	Grade 2.1.2	\$42,949		\$43,486		\$44,138	
	Grade 2.1.3	\$43,804		\$44,351		\$45,017	
	Grade 2.1.4	\$44,660		\$45,218		\$45,896	
	Grade 2.1.5	\$45,513		\$46,082		\$46,773	
	Grade 2.1.6	\$46,369		\$46,948		\$47,652	
	Grade 2.1.7	\$47,222		\$47,813		\$48,530	
	Grade 2.1.8	\$48,077		\$48,678		\$49,408	
	Grade 2.2.1	\$48,930	\$48,930 - \$54,059	\$49,542	\$49,542 - \$54,734	\$50,285	\$50,285 - \$55,555
	Grade 2.2.2	\$49,786		\$50,408		\$51,165	
	Grade 2.2.3	\$50,640		\$51,273		\$52,042	
	Grade 2.2.4	\$51,495		\$52,139		\$52,921	
	Grade 2.2.5	\$52,348		\$53,002		\$53,797	
	Grade 2.2.6	\$53,205		\$53,870		\$54,678	
Grade 2.2.7	\$54,059	\$54,734		\$55,555			
GRADE 3	Grade 3.1.1	\$55,241	\$55,241 - \$61,158	\$55,931	\$55,931 - \$61,923	\$56,770	\$56,770 - \$62,851
	Grade 3.1.2	\$56,425		\$57,130		\$57,987	
	Grade 3.1.3	\$57,608		\$58,328		\$59,203	
	Grade 3.1.4	\$58,791		\$59,525		\$60,418	
	Grade 3.1.5	\$59,974		\$60,723		\$61,634	
	Grade 3.1.6	\$61,158		\$61,923		\$62,851	
	Grade 3.2.1	\$62,340	\$62,340 - \$67,073	\$63,120	\$63,120 - \$67,912	\$64,066	\$64,066 - \$68,930
	Grade 3.2.2	\$63,524		\$64,318		\$65,282	
	Grade 3.2.3	\$64,708		\$65,517		\$66,499	
	Grade 3.2.4	\$65,890		\$66,714		\$67,714	
Grade 3.2.5	\$67,073	\$67,912	\$68,930				
GRADE 4	Grade 4.1	\$68,388	\$68,388 - \$77,593	\$69,242	\$69,242 - \$78,563	\$70,281	\$70,281 - \$79,742
	Grade 4.2	\$69,923		\$70,797		\$71,859	
	Grade 4.3	\$71,456		\$72,349		\$73,435	
	Grade 4.4	\$72,989		\$73,902		\$75,010	
	Grade 4.5	\$74,525		\$75,456		\$76,588	
	Grade 4.6	\$76,059		\$77,010		\$78,165	
	Grade 4.7	\$77,593		\$78,563		\$79,742	
GRADE 5	Grade 5.1	\$78,908 - \$87,189	\$ 2,365 PDP	\$79,894 - \$88,279	\$2,395 PDP	\$81,093 - \$89,604	\$2,431 PDP
	Grade 5.2	\$87,190 - \$95,472		\$88,280 - \$96,666		\$89,605 - \$98,116	
GRADE 6	Grade 6.1	\$96,787 - \$113,154	\$2,987 PDP	\$97,996 - \$114,568	\$3,024 PDP	\$99,466 - \$116,287	\$3,070 PDP
	Grade 6.2	\$113,155 - \$129,520		\$114,569 - \$131,139		\$116,288 - \$133,106	
Senior Technical Specialist	Senior Technical Specialist 7.1	\$131,461 - \$147,237	\$4,905 PDP	\$133,104 - \$149,077	\$4,967 PDP	\$135,101 - \$151,313	\$5,041 PDP
	Senior Technical Specialist 7.2	\$147,240 - \$163,013		\$149,080 - \$165,051		\$151,316 - \$167,527	
	Senior Technical Specialist 7.3	\$163,013 - \$178,788		\$165,051 - \$181,023		\$167,527 - \$183,738	



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	PROGRESSION STEPS/SALARY POINTS	1 January 2014	RANGE & PDP AMOUNT	1 July 2014	RANGE & PDP AMOUNT	1 January 2015	RANGE & PDP AMOUNT
GRADE 1	Grade 1.1	\$40,170	\$40,170 - \$42,642	\$40,772	\$40,772 - \$43,282	\$41,486	\$41,486 - \$44,039
	Grade 1.2	\$40,993		\$41,608		\$42,337	
	Grade 1.3	\$41,818		\$42,446		\$43,188	
	Grade 1.4	\$42,642		\$43,282		\$44,039	
GRADE 2	Grade 2.1.1	\$44,019	\$44,019 - \$50,273	\$44,679	\$44,679 - \$51,027	\$45,461	\$45,461 - \$51,920
	Grade 2.1.2	\$44,910		\$45,584		\$46,382	
	Grade 2.1.3	\$45,804		\$46,491		\$47,305	
	Grade 2.1.4	\$46,699		\$47,400		\$48,229	
	Grade 2.1.5	\$47,591		\$48,305		\$49,150	
	Grade 2.1.6	\$48,486		\$49,214		\$50,075	
	Grade 2.1.7	\$49,379		\$50,120		\$50,997	
	Grade 2.1.8	\$50,273		\$51,027		\$51,920	
	Grade 2.2.1	\$51,165	\$51,165 - \$56,528	\$51,932	\$51,932 - \$57,375	\$52,841	\$52,841 - \$58,380
	Grade 2.2.2	\$52,060		\$52,841		\$53,766	
	Grade 2.2.3	\$52,953		\$53,747		\$54,688	
	Grade 2.2.4	\$53,847		\$54,654		\$55,611	
	Grade 2.2.5	\$54,739		\$55,560		\$56,532	
	Grade 2.2.6	\$55,635		\$56,469		\$57,457	
Grade 2.2.7	\$56,528	\$57,375		\$58,380			
GRADE 3	Grade 3.1.1	\$57,764	\$57,764 - \$63,951	\$58,630	\$58,630 - \$64,911	\$59,656	\$59,656 - \$66,046
	Grade 3.1.2	\$59,002		\$59,887		\$60,935	
	Grade 3.1.3	\$60,239		\$61,143		\$62,213	
	Grade 3.1.4	\$61,476		\$62,398		\$63,490	
	Grade 3.1.5	\$62,713		\$63,654		\$64,768	
	Grade 3.1.6	\$63,951		\$64,911		\$66,046	
	Grade 3.2.1	\$65,187	\$65,187 - \$70,137	\$66,165	\$66,165 - \$71,189	\$67,323	\$67,323 - \$72,434
	Grade 3.2.2	\$66,425		\$67,421		\$68,601	
	Grade 3.2.3	\$67,663		\$68,678		\$69,880	
	Grade 3.2.4	\$68,899		\$69,933		\$71,157	
Grade 3.2.5	\$70,137	\$71,189	\$72,434				
GRADE 4	Grade 4.1	\$71,511	\$71,511 - \$81,137	\$72,584	\$72,584 - \$82,354	\$73,854	\$73,854 - \$83,796
	Grade 4.2	\$73,116		\$74,213		\$75,512	
	Grade 4.3	\$74,720		\$75,841		\$77,168	
	Grade 4.4	\$76,323		\$77,468		\$78,824	
	Grade 4.5	\$77,929		\$79,097		\$80,482	
	Grade 4.6	\$79,533		\$80,726		\$82,139	
	Grade 4.7	\$81,137		\$82,354		\$83,796	
GRADE 5	Grade 5.1	\$82,512 - \$91,172	\$2,473 PDP	\$83,749 - \$92,539	\$2,511 PDP	\$85,215 - \$94,159	\$2,555 PDP
	Grade 5.2	\$91,173 - \$99,833		\$92,540 - \$101,330		\$94,160 - \$103,103	
GRADE 6	Grade 6.1	\$101,207 - \$118,322	\$3,123 PDP	\$102,725 - \$120,097	\$3,170 PDP	\$104,523 - \$122,198	\$3,226 PDP
	Grade 6.2	\$118,323 - \$135,435		\$120,098 - \$137,467		\$122,199 - \$139,873	
Senior Technical Specialist	Senior Technical Specialist 7.1	\$137,465 - \$153,961	\$5,129 PDP	\$139,527 - \$156,271	\$5,206 PDP	\$141,969 - \$159,005	\$5,298 PDP
	Senior Technical Specialist 7.2	\$153,964 - \$170,458		\$156,274 - \$173,015		\$159,009 - \$176,043	
	Senior Technical Specialist 7.3	\$170,458 - \$186,953		\$173,015 - \$189,758		\$176,043 - \$193,078	

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	PROGRESSION STEPS/SALARY POINTS	1 July 2015	RANGE & PDP AMOUNT
GRADE 1	Grade 1.1	\$42,108	<b>\$42,108 - \$44,700</b>
	Grade 1.2	\$42,972	
	Grade 1.3	\$43,836	
	Grade 1.4	\$44,700	
GRADE 2	Grade 2.1.1	\$46,143	<b>\$46,143 - \$52,699</b>
	Grade 2.1.2	\$47,078	
	Grade 2.1.3	\$48,015	
	Grade 2.1.4	\$48,953	
	Grade 2.1.5	\$49,888	
	Grade 2.1.6	\$50,826	
	Grade 2.1.7	\$51,762	
	Grade 2.1.8	\$52,699	
	Grade 2.2.1	\$53,634	<b>\$53,634 - \$59,255</b>
	Grade 2.2.2	\$54,572	
	Grade 2.2.3	\$55,508	
	Grade 2.2.4	\$56,445	
	Grade 2.2.5	\$57,380	
	Grade 2.2.6	\$58,319	
	Grade 2.2.7	\$59,255	
	GRADE 3	Grade 3.1.1	
Grade 3.1.2		\$61,849	
Grade 3.1.3		\$63,146	
Grade 3.1.4		\$64,442	
Grade 3.1.5		\$65,739	
Grade 3.1.6		\$67,037	
Grade 3.2.1		\$68,333	<b>\$68,333 - \$73,521</b>
Grade 3.2.2		\$69,630	
Grade 3.2.3		\$70,928	
Grade 3.2.4		\$72,224	
Grade 3.2.5	\$73,521		
GRADE 4	Grade 4.1	\$74,962	<b>\$74,962 - \$85,052</b>
	Grade 4.2	\$76,645	
	Grade 4.3	\$78,325	
	Grade 4.4	\$80,006	
	Grade 4.5	\$81,689	
	Grade 4.6	\$83,371	
	Grade 4.7	\$85,052	
GRADE 5	Grade 5.1	\$86,493 - \$95,571	<b>\$2,593 PDP</b>
	Grade 5.2	\$95,572 - \$104,650	
GRADE 6	Grade 6.1	\$106,091 - \$124,031	<b>\$3,274 PDP</b>
	Grade 6.2	\$124,032 - \$141,971	
Senior Technical Specialist	Senior Technical Specialist 7.1	\$144,098 - \$161,390	<b>\$5,377 PDP</b>
	Senior Technical Specialist 7.2	\$161,394 - \$178,684	
	Senior Technical Specialist 7.3	\$178,684 - \$195,975	

**22 PERFORMANCE, DEVELOPMENT & PROGRESSION**

**22.1 Progression Steps and Amounts**

- 22.1.1 Within each value range of Grades 1 - 4 there are progression steps (expressed as salary points) as detailed in clause 21.5.
- 22.1.2 Within Grades 5 to the Senior Technical Specialist Grade there are standard progression amounts as detailed in clause 21.5. The progression amounts are expressed in terms of dollars and are common to all Employees within a given grade/value range.
- 22.1.3 Progression steps or amounts within value ranges are not points of defined work value.
- 22.1.4 Progression within the salary structure will not be automatic, consistent with wage fixing principles. Progression between progression steps or amounts will occur when an Employee is assessed at his or her annual performance review as achieving a rating of “Satisfactorily Meets” for each performance standard.

**22.2 Progression Cycle and Review**

- 22.2.1 The progression cycle is 12 months (1 July to 30 June).
- 22.2.2 The “progression criteria” are to be agreed with each Employee at the start of the progression cycle or upon commencement in a role and can be adjusted by agreement during the progression cycle.
- 22.2.3 The progression criteria for an individual are to be developed using the performance standards outlined in clause 22.3.
- 22.2.4 All Employees can expect informal and formal feedback about their performance throughout the progression cycle with their supervisor or manager.
- 22.2.5 A performance review is undertaken at the end of each progression cycle. Performance against the progression criteria is assessed at that time. Employees must meet all of the elements of their individual performance plan to be eligible for progression.
- 22.2.6 An Employee will be eligible to access progression if an Employee has been in his or her role for 3 months or more, except in the following circumstances:
  - 22.2.6(a) has been appointed on probation under clause 14.4 and has been in his or her role for less than 6 months at the time the performance review is undertaken;
  - 22.2.6(b) has been appointed to a role with a new employer and has been in his or her role for less than 6 months at the time the performance review is undertaken;
  - 22.2.6(c) has completed a formal underperformance process or subject to one under clause 19 at 30 June; or
  - 22.2.6(d) is subject to proven misconduct as per clause 20 during the course of the performance cycle.

**22.3 Performance Standards**

- 22.3.1 The performance standards detailed below appropriate to the role make up an individual’s “progression criteria”.
- 22.3.2 Performance Standards for all grades are as follows:
  - 22.3.2(a) achieving the performance targets;
  - 22.3.2(b) demonstrating parliamentary officer values and behaviours; and
  - 22.3.2(c) applying learning and development
- 22.3.3 An Employee will be provided with opportunities to undertake appropriate learning and development. Employees must actively pursue appropriate learning and development to meet their performance standard. An Employee will not be disadvantaged where learning and development opportunities are not available.
- 22.3.4 It is acknowledged that within Grades 1 to 4 the progression criteria will not be as onerous as those which will be required for Grades 5 to Senior Technical Specialist. Whilst Grades 3 and 4 are clearly seen as transition points to higher levels of management within the structure and carry additional responsibility, this does not mean work at all lower levels will not be important and demanding. However, it is expected that in setting agreed progression criteria the overwhelming majority of persons within Grade 1 to 4 will achieve the objectives and should move through the salary points. This is to be contrasted with persons in Grades 5 to Senior Technical Specialist. In these Grades agreed objectives will include measures of excellence and skill acquisition commensurate with the high level of responsibility. It is expected that progression at these levels will be both more challenging and difficult to achieve.

22.3.5 Central to progression will be the need for managers and Employees to determine what should, and can, be delivered to warrant progression through a combination of capacity, productivity, performance and professionalism. This interaction between managers and Employees gives authority and integrity to the structure and its sustainability in the long term.

## **23 CASUAL EMPLOYEES - LOADING**

23.1 Employees employed on a casual basis will receive a loading of 25% in addition to the applicable hourly rate of pay as compensation in lieu of any entitlement to the following benefits: overtime, commuted overtime, on-call allowance, public holidays, annual leave and annual leave loading, paid personal/carer's leave, purchased leave, extended leave scheme, paid parental leave, paid compassionate leave, jury service, accident make-up pay, and defence reserves leave.

## **24. SUPPORTED WAGE SYSTEM**

24.1 The Parliament of Victoria will apply a supported wage system to Employees who because of the effects of a disability are eligible for a supported wage in accordance with the Commonwealth Government's "Supported Wage System Guidelines and Assessment Process".

## **25 PAYMENT OF SALARIES**

25.1 Salaries, allowances, penalty or overtime payments due to an Employee must be paid by the Employer by fortnightly electronic direct credit to a bank account, credit union or building society account nominated by the Employee. In exceptional circumstances, the Employer will make provision for off-line payments.

25.2 Where a normal payday falls on a public holiday the direct credit to the Employee's nominated account must be made no later than the last working day prior to the public holiday.

25.3 Employees must be provided either in writing or electronically, with details of each pay regarding the make-up of their remuneration and any deductions.

25.4 In the event that the Employee incurs cost associated with the non-payment or delays in payment of base salary that can be attributed to the Employer, the Employee will be compensated for the cost incurred. This may include, but is not limited to late fees, defaults, or interest. The Employee must provide evidence of any cost incurred

25.5 In the event of an overpayment of salary, allowance, loading or other payment, the Employer must advise the Employee. Similarly, the Employee must advise the Employer if he or she knows there has been an overpayment. Where agreement cannot be reached on a repayment arrangement, the Employer may recover the overpayment by instalments, to be paid in accordance with the *Parliamentary Administration Act 2005* as amended from time to time or any successor to that Act.

## **26 SALARY PACKAGING**

26.1 An Employee may enter into a salary packaging arrangement with the Employer using pre-tax salary in respect of superannuation, a novated lease and/or other approved benefits under State or Federal legislation. In the case of salary sacrifice to State Government defined benefit superannuation schemes, arrangements must comply with State Legislation.

26.2 All costs associated with salary packaging (such as Fringe Benefits tax), including the Employer's administrative costs, are to be met from the salary of the participating Employee.

## **27 INCREASES TO ALLOWANCES**

### **27.1 General provisions**

27.1.1 Work or conditions allowances will be paid by the Employer subject to the Employee meeting the requirements for receipt of the allowance.

27.1.2 Allowances expressed as a percentage of salary shall be adjusted to reflect the salary increases provided for in clause 21.4.

### **27.2 First aid allowance**

27.2.1 Where an Employee, in addition to his or her normal duties, agrees to be appointed by the Employer to perform first aid duties:

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- 27.2.1.1** the Employee must hold a current first aid certificate issued by St John Ambulance Australia or an equivalent qualification;
- 27.2.1.2** the Employee will be paid an annual allowance payable in fortnightly instalments; and
- 27.2.1.3** this allowance will be as follows:

EFFECTIVE DATE	1 JULY 2012	1 JULY 2013	1 JULY 2014	1 JULY 2015
AMOUNT PER ANNUM	\$512	\$528	\$545	\$558

- 27.2.2** The Employer must reimburse any additional costs incurred by the Employee in obtaining and maintaining the first aid qualification.
- 27.3 Higher duties allowance**
- 27.3.1** A higher duties allowance will be paid where an Employee is required to undertake all or part of the duties of a higher classified position for a period longer than 5 consecutive working days. A “higher classified position” includes a position classified at a higher value range.
- 27.3.2** The level of allowance shall be in proportion to the extent of the higher duties performed, and shall be calculated on the base of the grade or value range.
- 27.3.3** Paid leave taken during a higher duties assignment shall be paid inclusive of the allowance, provided the Employee resumes the duties of the higher duties position on his/her return from leave.
- 27.3.4** Where an Employee has been acting in a higher position for a period of twelve months, the Employee shall be eligible for consideration for progression payment for continued performance of the higher duties activities beyond 12 months.

## 28 REIMBURSEMENT OF EXPENSES

### 28.1 General provisions

- 28.1.1** The Employer will reimburse the Employee his or her reasonable out of pocket expenses actually and necessarily incurred in the course of his or her authorised duties.
- 28.1.2** The Employer must apply the rulings of the Commissioner of Taxation (Australian Tax Office) relating to reasonable allowances in determining the maximum rates payable, unless otherwise agreed.
- 28.1.3** The amount of an expense will be considered reasonable where it does not exceed the relevant amounts set by the Australian Tax Office as adjusted from time to time.

### 28.2 Allowable expenses include:

- 28.2.1** Travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location.
- 28.2.2** Expenses incurred in using private mobile and home phones in accordance with clause 28.3.
- 28.2.3** Expenses incurred in using private vehicles in accordance with clause 28.4.

### 28.3 Private mobile and home phone use

- 28.3.1** An Employee, required to use his/her private mobile phone or home phone in the course of their employment, will be reimbursed for work-related calls under their plan.
- 28.3.2** The Employee must obtain the prior approval of the Employer before using their private mobile or home phone during the course of their employment.
- 28.3.3** Following use, the Employee must submit an itemised statement of the calls made and their cost.

### 28.4 Private motor vehicle use

- 28.4.1** An Employee, required to use his/her private motor vehicle in the course of his/her employment, will be reimbursed for kilometre costs and any other motor vehicle reimbursement expenses incurred in the course of the Employee’s employment and authorised by the Employer.
- 28.4.2** The Employee must obtain the prior approval of the Employer before using their private motor vehicle during the course of their employment.

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- 28.4.3 Following use, the Employee must submit a declaration stating the date, the purpose of the trip, the number of kilometres travelled and the type of vehicle used.
- 28.4.4 The rates payable in respect of motor kilometre costs will be the rates determined by the Australian Tax Office from time to time.
- 28.5 Expense claims**
- 28.5.1 An Employee must submit official receipts as soon as practicable after the event as evidence of expenditure incurred, except where the Employee uses his/her own motor vehicles for work purposes in which case the Employee will submit a declaration in accordance with clause 28.4.3.
- 28.5.2 A declaration from the Employee that the expense was incurred may be accepted if the receipt is lost or misplaced, and suitable verification can be made. A declaration from the Employee that an incidental expense was incurred may be accepted if the Employer and the Employee agree that the obtaining of a receipt was impractical.
- 28.5.3 The Employer will pay the Employee money owing under this clause in a manner to be agreed between the Employer and Employee as soon as practicable, but not later than 2 pay periods after the Employee submits a claim.
- 28.5.4 Upon request, the Employer will provide an advance for the expected costs associated with work related travel or any other exercise where an Employee is likely to incur work related expenses. As soon as practicable after the event, the Employee will provide the Employer with an account of all expenses incurred together with receipts (and where necessary a statement) together with any balance owed to the Employer.

## 29 MEAL ALLOWANCE

- 29.1 Subject to the provisions of clause 39 (Additional hours - overtime & time in lieu) an Employee will be entitled to a meal allowance when authorised to work:
- 29.1.1 at or earlier than 7.30am; and
- 29.1.2 at 6.00pm; and
- 29.1.3 at 11.00pm and, subsequently, after every four additional hours worked;
- 29.1.4 this allowance will be as follows:

EFFECTIVE DATE	1 JULY 2012	1 JANUARY 2013	1 JULY 2013	1 JANUARY 2014	1 JULY 2014	1 JANUARY 2015	1 JULY 2015
AMOUNT PER OCCURRENCE	\$22.95	\$23.24	\$23.59	\$24.00	\$24.26	\$24.79	\$25.16

- 29.2 For operational reasons meal breaks within work units may be staggered and the timing of breaks will not impact eligibility to access a meal allowance.
- 29.3 An Employee, required to work additional hours on a Saturday, Sunday or Public Holiday shall be entitled to a meal break and meal allowance after five hours work, provided the Employee is required to work beyond the fifth hour.
- 29.4 A meal allowance will not be payable in instances where the Employer provides food and refreshments.

## 30 SITTING ALLOWANCE

- 30.1 Where, as a consequence of the sitting of either House, or Standing Committee meeting on a sitting day an Employee classified between Grades 1 and 4 is required to work 12 consecutive hours (excluding meal breaks), the Employer shall pay the Employee a sitting allowance in addition to normal overtime entitlements.
- 30.2 This allowance will be as follows:

EFFECTIVE DATE	1 JULY 2012	1 JANUARY 2013	1 JULY 2013	1 JANUARY 2014	1 JULY 2014	1 JANUARY 2015	1 JULY 2015
AMOUNT PER OCCURRENCE	\$80.54	\$81.54	\$82.76	\$84.21	\$85.48	\$86.97	\$88.28

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- 30.3 This entitlement will continue to apply to Employees who were employed prior to 19 November 2007 and were previously eligible to receive the sitting allowance.

### 31 EXTENDED DUTY ALLOWANCE

- 31.1 Where, as a consequence of the sitting of either House, or Standing Committee meeting on a sitting day a Category A and B Employee classified as Grade 5 or 6 is required to continue to work 12 consecutive hours (excluding meal breaks) the Employer shall pay the Employee an extended duty allowance.
- 31.2 This allowance will be as follows:

EFFECTIVE DATE	1 JULY 2012	1 JANUARY 2013	1 JULY 2013	1 JANUARY 2014	1 JULY 2014	1 JANUARY 2015	1 JULY 2015
AMOUNT PER OCCURRENCE	\$168.40	\$170.51	\$173.06	\$176.09	\$178.73	\$181.86	\$184.59

- 31.3 This entitlement will continue to apply to Employees who were eligible to receive the extended duty allowance under the provisions provided for in the Parliamentary Officers' (Non-Executive Staff – Victoria) Union Collective Agreement 2007.

### 32 EXCESS TRAVELLING TIME

- 32.1 An Employee who is directed to work temporarily at a location other than his or her normal place of employment shall be granted time off during ordinary hours of work in respect of any period of excess travelling time so incurred.
- 32.2 Time off in accordance with the provisions of this clause shall be granted:
- 32.2.1 at a time convenient to the Employer, having regard to the operation of the Parliament;
  - 32.2.2 only in respect of that time spent outside the Employee's ordinary hours of duty;
  - 32.2.3 only in respect of time in excess of that usually spent by the Employee in travelling to and from his or her normal work location, or 30 minutes per day, whichever is the greater; and
  - 32.2.4 only to Employees whose salary does not exceed that prescribed for Grade 5.

### 33 SUPERANNUATION

- 33.1 The Employee, regardless of age, will be offered by the Employer membership of a complying superannuation fund for the purposes of the *Superannuation Industry (Supervision) Act 1993 (Cth)* (unless they are a member of a Victorian exempt public sector superannuation scheme). The Employer will contribute, or will be deemed to contribute, to this fund or another approved fund an amount in accordance with the *Commonwealth Superannuation Guarantee Administration Act 1992 (Cth)*.

### 34 CHILDCARE

- 34.1 Where Employees are required by the Employer to work outside their ordinary hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Employer, the Employee will be reimbursed for reasonable childcare expenses incurred. Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as practicable after the working of such overtime.

## PART 5 – WORKING HOURS, LEAVE AND RELATED MATTERS

### 35 HOURS OF WORK

#### 35.1 Category A and B Employees - Sitting Weeks

35.1.1 The ordinary hours of work for Category A and B Employees shall be 40 hours per sitting week, being 8 hours 36 minutes per sitting day with the balance averaged over the non-sitting days, provided that where on any sitting day, as a consequence of the time at which the House adjourns, an Employee has not worked 8 hours 36 minutes, the need to work the shortfall may be waived at the discretion of the Department Head.

35.1.2 The working time per day shall be not less than 5 hours 36 minutes and not more than 8 hours 36 minutes, exclusive of meal breaks. The ordinary hours of work shall be worked between the hours of:

35.1.2(a) 7.30am and 7.30pm, Monday to Friday;

35.1.2(b) 8.00am and 8.00pm Monday to Friday; or

35.1.2(c) such other hours as are mutually agreed.

#### 35.2 Category A and B Employees - Non-Sitting Weeks

35.2.1 The ordinary hours of work for Category A and B Employees shall be 35 hours per non-sitting week being 7 hours per day.

35.2.2 The ordinary hours of work shall be worked between the hours 7.00am and 7.00pm, Monday to Friday.

#### 35.3 Category C Employees

35.3.1 The ordinary hours of work for Category C Employees except for casual, part-time or averaged part-time Employees will average 76 (exclusive of meal breaks), to be worked over an average of no more than 10 days per fortnight.

35.3.2 The ordinary hours of work shall be worked between the hours of:

35.3.2(a) 7.00am and 7.00pm, Monday to Friday; or

35.3.2(b) 6.00am and 6.00pm, Monday to Friday for Category C Employees, employed in the Buildings and Grounds Services unit.

35.3.2(c) Such other hours as mutually agreed.

#### 35.4 Spread of Hours – Flexible arrangement of hours of work

35.4.1 The ordinary hours of work shall, by agreement, be worked flexibly to best meet both the Employer's work requirements and the Employee's personal and/or family circumstances.

35.4.2 The actual days and hours of work will be those agreed between the Employer and the Employee. Either party may seek to alter the days or hours of duty. Agreement to such alteration shall not be unreasonably withheld, taking into account the personal/family circumstances of the Employee, and the work requirements of the Employer. In the absence of agreement, the aggrieved party may utilise the disputes and grievance procedure in clause 11.

35.4.3 The Employer must not require an Employee to:

35.4.3(a) perform ordinary hours of work outside the times set out in clauses 35.1.2 and 35.3.2 on any weekday (the "span of hours") except Employees working in relation to the sittings of either House; or

35.4.3(b) perform ordinary hours of work on Saturdays, Sundays or Public Holidays.

35.4.4 In determining the days and hours of duty, both the Employer and the Employee accept that the Employee is eligible to use the flexibility of these arrangements to take time off by agreement, subject to meeting the specified leave requirement(s) and not unduly affecting the work requirements of the Employer. Agreement by the Employer will not be unreasonably withheld.

#### 35.5 Flexitime

35.5.1 Flexitime will be made available to all Category C Employees. The core working hours shall be 9.30am until 12 noon and 2.00pm until 4.00pm.

35.5.2 Employees will be required to keep a record of their flexitime, which will be approved by their supervisor each settlement period. Each settlement period is 28 calendar days, coinciding with the commencement of a pay fortnight.



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- 35.5.3 The maximum flex credit or debit that can be carried over between settlement periods is 7 hours and 36 minutes.
- 35.5.4 Time accrued in excess of 7 hours and 36 minutes at the end of a settlement period must be allocated to the Christmas Club, to be used over the days between Christmas and New Year when the Parliament of Victoria is closed.
- 35.5.5 Notwithstanding sub-clause 35.5.4, an Employee may allocate any flex credit at the end of a settlement period to the Christmas Club.
- 35.5.6 Once flex credits allocated to the Christmas Club reach the equivalent number of days that the Parliament of Victoria is closed between Christmas and New Year, time accrued in excess of 7 hours 36 minutes at the end of each settlement period may be forfeited.
- 35.5.7 Employees who are terminating their employment shall be responsible for reducing any flex credit or debit in advance of their last day of duty with the Employer. No payment will be made for any accrued flex credit on cessation of employment.
- 35.5.8 The Employer will deduct salary for any flex debit still outstanding at the conclusion of the Employee's service.

### **36 WORK BREAKS**

- 36.1 Employees shall be entitled to take such breaks during the working day as are needed for health and safety.

### **37 MEAL BREAKS**

- 37.1 The Employer will grant meal breaks at times suitable to operational requirements, taking into account the wishes of the Employee. The number, starting and finishing times of meal breaks will be specified.
- 37.2 Except where otherwise permitted by this clause, the Employee will not be required to work for more than five hours without an unpaid meal break unless the Employee and the Employer otherwise agree. The length of the meal interval must be at least thirty minutes.
- 37.3 If for operational or emergency reasons the Employee is required to remain on duty, he or she may arrange to take meals during their hours of duty without a specific meal break.
- 37.4 Where agreement cannot be reached as specified in sub-clause 37.2 and the Employee is required by his or her supervisor to work through their meal break in accordance with sub-clause 37.3, time in lieu or payment for overtime will be approved in accordance with this Agreement.
- 37.5 If for operational reasons it is impractical for all Employees within a work group to observe the same time for the taking of a meal break, meal breaks may be staggered.

### **38 MAXIMUM DAILY HOURS**

- 38.1 No Employee shall be required to work more than 14 hours in any one period of 24 hours, except in exceptional circumstances associated with the late sittings of either House.
- 38.2 The Employer shall endeavour to minimise the risk to Employee health and safety of working more than 14 consecutive hours without sufficient rest breaks.
- 38.3 Wherever possible, the Employee shall be granted a 10-hour break between the cessation of duty on one day and the recommencement of duty on the same or following day.
- 38.4 Where a 10-hour break is not provided, the Employee shall be entitled to time off in lieu on an hour for hour basis equal to the difference between 10 hours and the actual break provided.
- 38.5 Time off in lieu accrued under this clause shall be taken at a time mutually agreed between the Employee and the relevant Department Head, provided that the Department Head may require such time to be taken within 3 months of accrual.

### **39 ADDITIONAL HOURS (Overtime & Time in Lieu)**

- 39.1 Subject to clause 39.2 and 39.4, additional hours worked will be compensated as either overtime or time in lieu and refers to the hours worked, at the direction of the Employer, or by prior agreement between the Employer and the Employee which are in addition to an Employee's ordinary daily hours of work on any day established in

accordance with clause 35. All Employees who work additional hours will be eligible to receive payment of a meal allowance in accordance with clause 29.

**39.2 Reasonable Hours of Work**

**39.2.1** Subject to clause 39.2.2, the Employer may require an Employee to work reasonable additional hours and the applicable compensation will be either payment at the appropriate overtime rates or accrual of time in lieu as detailed in this clause.

**39.2.2** An Employee may refuse to work additional hours in circumstances where the working of such additional hours would result in the Employee working hours which are unreasonable having regard to:

**39.2.2(a)** any risk to the Employee's health and safety from working the additional hours;

**39.2.2(b)** the Employee's personal circumstances including family responsibilities;

**39.2.2(c)** the needs of the workplace;

**39.2.2(d)** whether the Employee is entitled to receive overtime payments or other compensation or a level of remuneration that reflects an expectation of working additional hours;

**39.2.2(e)** any notice (if any) given by the Employer of any request or requirement to work the additional hours;

**39.2.2(f)** any notice given by the Employee of his or her intention to refuse to work the additional hours;

**39.2.2(g)** the usual patterns of work for the organisation

**39.2.2(h)** the nature of the Employee's role and the Employee's level of responsibility

**39.2.2(i)** whether the additional hours are in accordance with averaging terms included in the Agreement that applies to the Employee or with an averaging arrangement agreed to by the Employer or the Employee

**39.2.2(j)** any other relevant matter.

**39.2.3** The Parties to this Agreement accept that on sitting days, Category A and B staff will work additional hours as required except in the case of matters of pressing necessity.

**39.3 Requirement to pay overtime**

**39.3.1** An Employee who works additional hours and who is eligible to receive overtime payments must be paid at the appropriate overtime rate specified in sub-clauses 39.5, 39.6 and 39.7 below. Exceptions are provided at clause 39.4 below.

**39.3.2** An Employee, may request that compensation for additional hours worked be granted as time in lieu. If the Employer agrees, time in lieu of payment will accrue at the rate specified in clause 39.10.

**39.4 Exceptions**

**39.4.1** Clause 39.3 does not apply to:

**39.4.1(a)** Employees classified at Grade 5 or higher; or

**39.4.1(b)** category C Employees who are employed on a part time basis working less than 38 hours a week, who are not shift workers and are subject to overtime conditions contained in clause 39.9; or

**39.4.1(c)** category A and B Employees who are employed on a part time basis working less than 35 hours a work during non-sitting weeks;

**39.4.1(d)** Employees where overtime compensation is incorporated into total remuneration or a commuted overtime allowance is paid.

**39.5 Overtime – Rates of Payment – Category C Employees**

**39.5.1** Where a Category C Employee is eligible to receive overtime payments for additional hours worked, pursuant to clause 39.3 the following overtime rates will be paid:

**39.5.1(a)** **Monday to Saturday (except Public Holidays)** - Time and a half of the ordinary rate for the first three hours, and double time for the rest of the overtime;

**39.5.1(b)** **Sunday (except Public Holidays)** - Double the ordinary rate.

**39.5.1(c)** **Public Holidays**

**39.5.1(c)(i)** Monday to Friday, when the time worked does not exceed the normal daily hours of duty, the rate will be time and a half of the ordinary rate additional to the ordinary time being paid for the Public Holiday.

**39.5.1(c)(ii)** Monday to Friday, when the time worked is in excess of the normal daily hours of duty, the rate will be double time and a half of the ordinary rate for the time worked in excess of the normal daily hours of duty.

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- 39.5.1(c)(iii) Saturday or Sunday, when no other day is proclaimed as a Public Holiday and is considered to be the holiday, at the rate of double time and a half of the ordinary rate.
- 39.5.2 In addition to clauses 39.5.1(c)(i) to 39.5.1(c)(iii) the following applies where an Employee who is normally required to perform rostered time of ordinary duty on a day which is a Public Holiday:
- 39.5.2(a) performs ordinary duty on that day;
- 39.5.2(b) performs work outside the normal hours of duty on that day
- 39.5.2(c) payment for the work performed outside the normal hours of duty will be at the rate of double time and a half of the ordinary rate.
- 39.5.3 In addition to clauses 39.5.1(c)(i) to 39.5.1(c)(iii) the following applies where a rostered day off duty for an Employee who is normally required to perform rostered time of ordinary duty on days which may be Public Holidays:
- 39.5.3(a) falls on a Public Holiday; and
- 39.5.3(b) the Employee is required to perform duty on the rostered day off
- 39.5.3(c) payment will be at the rate of double time and a half of the ordinary rate.
- 39.6 Overtime - Rates of Payment - Category A and B Employees**
- 39.6.1 The following overtime rates shall be paid or time in lieu accrued, for Category A and B Employees, for work performed outside the ordinary hours of duty.
- 39.6.2 The overtime rate for Category A and B Employees on a sitting day shall be double time. A minimum of 8 hours 36 minutes per day and 40 hours per week (exclusive of meal breaks) must be worked in any sitting week before overtime becomes payable. Where a House of Parliament sits on a fourth or subsequent day in any sitting week, overtime shall become payable on the completion of 40 ordinary hours of duty during that week.
- 39.6.3 The overtime rate for Category A and B Employees on a non-sitting day shall be time and a half for the first 3 hours and double time thereafter. A minimum 7 hours per day and 35 hours per week must be worked in any non-sitting week (exclusive of meal breaks) before overtime becomes payable.
- 39.6.4 Where Category A and B Employees are required to work on a non-sitting day which falls on a Sunday, the overtime rate applying shall be as prescribed in clause 39.5.1(b)
- 39.6.5 Where category A and B Employees are required to work on a non-sitting day which falls on a public holiday, the overtime rate applying shall be as prescribed in clause 39.5.1(c)
- 39.7 Overtime – Calculation Formulae**
- 39.7.1 The ordinary hourly rate of payment for overtime will be calculated on the lower of either the Employee's salary or the highest pay point within the Grade 3.2 range.
- 39.8 Overtime – minimum period**
- 39.8.1 Employees must be paid (unless time in lieu is agreed) for a minimum of three hours when they are recalled to duty.
- 39.9 Overtime – Part-Time and Averaged Part-Time Employees**
- 39.9.1 A part-time or averaged part-time Employee, other than a shift worker, must be compensated for overtime in accordance with clause 39.5 or 39.6 for work performed:
- 39.9.1(a) as a Category C Employee, after 38 hours has been worked in any week; or
- 39.9.1(b) as a Category A or B Employee after 35 hours has been worked during a non-sitting week; or
- 39.9.1(c) as a Category A or B Employee after 8 hours 36 minutes has been worked during a sitting day;
- 39.9.1(d) outside the span of hours in clause 35; or
- 39.9.1(e) additional hours performed by a part-time or averaged part-time Employee which are performed both before 38 hours has been worked in any week, and within the span of hours in clause 35, will be compensated at the Employee's ordinary rate. Additional hours compensated at the part time or averaged part-time Employee's ordinary rate will count as service for leave accrual.

**39.10 Time in lieu – Grade 1 to 4**

**39.10.1** Where an Employee is granted time in lieu of payment for overtime work, the time will accrue on the following basis:

**39.10.1(a)** in the case of overtime worked Monday to Friday – on an hour for hour basis; and

**39.10.1(b)** in the case of overtime worked on weekends or public holidays – two hours of time in lieu per hour worked.

**39.10.2** Time in lieu is to be taken at a time mutually agreed. The Employer will endeavour to permit the Employee to take time in lieu at a time of the Employee's choosing.

**39.10.3** Time in lieu may accumulate to a maximum of 38 hours. Any Employee who has accumulated 38 hours of time in lieu must be paid overtime for any additional overtime hours worked.

**39.10.4** By agreement, the Employee may convert 38 hours of accrued time in lieu to one additional week of annual leave to be taken at a time mutually agreed. In this case, time in lieu may continue to accrue. Upon termination for any reason, the Employee will be paid out any time in lieu accrued to his or her credit as if it were time worked.

**39.11 Time in lieu– Grade 5 to 6**

**39.11.1** Except for Category A and B staff working on sitting days, when clause 35 applies, an Employee may be granted time in lieu for additional hours worked and such time will accrue on an hour for hour basis. This will apply for hours worked beyond the span of hours as specified in clause 35 or on weekends or public holidays.

**39.11.2** Time in lieu is to be taken at a time mutually agreed. The Employer will endeavour to permit the Employee to take time in lieu at a time of the Employee's choosing.

**39.11.3** Time in lieu may accumulate to a maximum of 38 hours.

**39.11.4** No payment will be made for any outstanding time in lieu credits on cessation of employment. Employees who cease employment with the Parliament of Victoria are responsible for reducing any accrued time in lieu before their last day of duty.

**40 STAND-BY/RECALL ALLOWANCE**

**40.1** The Employer may require an Employee to be on stand-by outside the ordinary hours of duty of the Employee to perform work away from their usual place of work. The Employee may also be required to be recalled to their usual place of work.

**40.2** The Employer will, in consultation with the Employee, establish a roster for stand-by duty.

**40.3** The Employee may refuse to be on stand-by where this may result in the Employee working hours which are unreasonable having regard to:

**40.3.1** any risk to the Employee's health and safety;

**40.3.2** the Employee's personal circumstances including family responsibilities;

**40.3.3** the needs of the workplace;

**40.3.4** the notice (if any) given by the Employer of the stand-by and by the Employee of his or her intention to refuse it; and

**40.3.5** any other relevant matter.

**40.4 An Employee on stand-by**

**40.4.1** must be able to be contacted immediately by an agreed means of communication;

**40.4.2** must be able to travel to the usual place of work within a reasonable time;

**40.4.3** will, if required to be recalled to work, be provided by the Employer with appropriate transport or be reimbursed travel expenses in accordance with clause 28 of this Agreement; and

**40.4.4** must be fit for duty.

40.5 The employer must pay the following allowance for stand-by duty

EFFECTIVE DATE	1 JULY 2012	1 JANUARY 2013	1 JULY 2013	1 JANUARY 2014	1 JULY 2014	1 JANUARY 2015	1 JULY 2015
PER NIGHT	\$24.25	\$24.55	\$24.95	\$25.35	\$25.75	\$26.20	\$26.60
PER DAY/NIGHT	\$48.95	\$49.55	\$50.30	\$51.20	\$51.95	\$52.85	\$53.65

- 40.5.1 The above allowance is payment for being available to perform duty and will include initial limited response to a telephone call or email, as long as the subject of that telephone call or email does not require further follow-up.
- 40.5.2 All work after the initial limited response to a telephone call or email will be remunerated as overtime in accordance with clause 39. Subject to clause 40.5.3, the minimum overtime payment in clause 39.8 does not apply. Overtime payments will be paid as worked.
- 40.5.3 An Employee who is required to return to their usual place or places of work is also entitled to the minimum overtime payment in clause 39.8.

41 COMMUTED OVERTIME

- 41.1 The provisions of this clause only apply to the attendant work group employed by the Parliament of Victoria as at 20th March 2006. For eligible Employees, the entitlement will continue to apply if they are transferred or promoted within the attendant work group.
- 41.2 Where an Employee is required to work on all sitting days, or is rostered to work on some sitting days outside ordinary hours of work, overtime entitlements for such work may be paid by way of a 'commuted overtime' payment in each fortnightly pay period.
- 41.3 The commuted overtime payment will be calculated annually on the average overtime hours worked by an employee in that position over the preceding period 1 December to 30 November inclusive, multiplied by the employee's appropriate hourly rate at double time.
- 41.4 Commuted overtime will be calculated on the principle of cost neutrality. For the purpose of this Agreement, cost neutrality shall be calculated as follows:

$(A + B + X) = (A + Y + Z)$
A = Current base salary
B = Overtime payable based on hours worked over the preceding 1 December to 30 November inclusive multiplied by the Employee's appropriate hourly rate (up to the maximum of Grade 3.2) at double time.
X = Employer superannuation payable on current annual base salary
Y = Annual commuted overtime payable
Z = Employer superannuation payable on current annual base salary plus commuted overtime

- 41.5 Where annual leave and long service leave is granted to an Employee in receipt of commuted overtime, the commuted overtime payments will continue to be made in the relevant year without any deduction for the period of absence. Annual and long service leave is restricted during sitting weeks but may be granted by a Department Head.
- 41.6 Employees will be notified in writing of any adjustments to their hours and commuted overtime payment by 31 December, or by not more than 10 working days after the last sitting day of the relevant House in December, whichever is the later.
- 41.7 Adjustments to salary payments will be made in the first full pay period after written notification of the review and will include any:
  - 41.7.1 increases in commuted overtime payments calculated from 1 December; and
  - 41.7.2 decreases in commuted overtime payments calculated from the start of the full pay period; and
  - 41.7.3 where the review indicates that hours worked have changed since the last review, no retrospective adjustment of payments will apply in relation to the amount paid during the period specified in clause 41.7.2.

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41.8 Within one month of the date of commencement of this Agreement, an adjustment in commuted overtime payment for the overtime worked between 1 December 2010 and 30 November 2011 must be completed and will include any:

- 41.8.1 increases in commuted overtime payments effective from 1 December 2011; and
- 41.8.2 decreases in commuted overtime payments calculated from the start of the full pay period;
- 41.8.3 where an adjustment under 41.8 results in a decrease in the commuted overtime payment, no retrospective adjustment of payments made prior to the payment under 41.8.2 will apply.

41.9 An Employee entitled to commuted overtime may choose to permanently opt out of the commuted overtime scheme. An application to opt out must be in writing and submitted to the relevant Clerk by the end of November in any year. Employees who opt out will receive overtime for actual hours worked in accordance with clause 39.

41.10 The Parties agree that the scheduled timing of reviews will be assessed during the life of the Agreement.

**42 STANDARD DAY FOR APPROVED LEAVE PURPOSES**

42.1 For each day that an Employee is absent on approved leave, the hours of work for the purposes of such entitlements shall be taken as 7 hours 36 minutes (7.6 hours). Where an alternative arrangement of days and hours is worked, leave shall be debited on the basis of the actual hours to be worked on the day of the leave.

**43 ANNUAL LEAVE**

43.1 Full time Employees (other than casual and sessional employees) will accrue paid annual leave for each twelve months of employment or on a pro-rata basis for any period of employment which is less than one calendar year as follows:

	CATEGORY A	CATEGORY B	CATEGORY C
DAILY ACCRUAL RATE	0.62423 hours	0.520192 hours	0.41615332 hours
ANNUAL ACCRUAL	228 hours/30 days	190 hours/25 days	152 hours/20 days

43.2 Part time and averaged part time Employees will be entitled to the provisions outlined in clause 43.1 on a pro-rata basis.

43.3 An Employee may only take the leave they have accrued, unless otherwise provided for in this clause or agreed.

43.4 For the purposes of establishing the pro rata leave entitlement of an Employee in an uncompleted calendar year, annual leave will accrue on a daily basis as specified in clause 43.1.

43.5 An Employee may request that the whole or any part of their annual leave be taken at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

43.6 Employee annual leave accruals at any point in time must not exceed 456 hours – Category A , 380 hours - Category B or 304 hours – Category C (or pro-rata equivalent for part time or averaged part-time Employees). Accruals in excess of the nominated hours for each category or pro-rata equivalent may be deferred with the approval of the Employer. Unless otherwise agreed, the Employee may be directed to take leave to reduce accruals that exceed nominated hours for each category or pro-rata equivalent.

43.7 In respect of annual leave taken, an Employee shall receive an annual leave loading, calculated on the Employee’s base salary as follows:

CATEGORY A	CATEGORY B	CATEGORY C
11.67%	14%	17.5%

43.7.1 The maximum annual leave loading payable will not exceed an amount calculated in respect of the top of a Grade 4 salary.

43.8 An Employee, who, upon retirement, resignation or termination of employment, has an outstanding annual leave entitlement, will be paid an amount equal to the unused annual leave entitlement and any unpaid annual leave loading. Any annual leave loading payable is pursuant to rates and caps specified in clause 43.7.

43.9 If an Employee, other than a casual or sessional Employee, works his or her ordinary hours in accordance with a shift work roster, the Employee will be entitled to additional annual leave as follows:

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- 43.9.1 where his or her rostered time of ordinary duty includes at least ten Sundays during the annual leave accrual year, an additional one week's annual leave; or
- 43.9.2 where his or her rostered time of ordinary duty includes less than ten Sundays during the annual leave accrual year, additional leave at the rate of one-tenth of a working week in respect of each Sunday so rostered.
- 43.10 Subject to sub-clause 43.9, each Employee will, in respect of annual leave taken, be entitled to be paid in addition to his or her salary the greater of the following two amounts:
- 43.10.1 an annual leave loading at the rates specified in clause 43.7 for the period of annual leave credited under clause 43.1; or
- 43.10.2 an allowance equal to any additional payments to which the Employee would be entitled for shift, Saturday or Sunday duty which the Employee would be required to perform if he or she were not proceeding on annual leave.
- 43.11 Annual leave will be taken at a time mutually agreed upon between the Employee and the Employer, provided that leave for Category A and B Employees will not normally be available during a sitting week.
- 43.12 An Employee may be required by the Employer to take annual leave in the period between Christmas and New Year in the event that the Parliament of Victoria is closed for business during that time.
- 43.13 For the avoidance of doubt, annual leave loading applicable to any untaken annual leave entitlements accrued by category A and B Employees under any previous certified agreement will be calculated as specified in clause 43.7.
- 43.14 During the life of this Agreement, full time, part time and averaged part time Employees will be granted paid leave of absence, in addition to the entitlement in clause 43.1 on 24 December 2012, 27 December 2013 and 2 January 2015.
- 43.15 Cashing out of annual leave**
- 43.15.1 Within six months of the date of commencement of this Agreement, an Employee may elect to cash out part of their accrued annual leave entitlement in accordance with this clause and the FW Act.
- 43.15.2 An Employee is only entitled to elect to cash out part of their accrued annual leave entitlement if all of the following criteria are met:
- 43.15.2(a) the Employee has an entitlement to more than four weeks of annual leave and elects to cash-out all or any of their accrued annual leave entitlement in excess of four weeks;
- 43.15.2(b) the Employee provides the Employer with a written request signed by the Employee electing to cash out a specified amount of the Employee's accrued annual leave entitlement; and
- 43.15.2(c) the Employer receives the request from the Employee within six months of the date of commencement of this Agreement.
- 43.15.4 Upon receiving the Employee's written request pursuant to clause 43.15.2(b) the Employer will enter into a written agreement with the Employee to cash out the specified accrued annual leave entitlement.
- 43.15.5 Leave will be paid at the Employee's ordinary rate of pay and must be processed at the earliest opportunity and no later than the first pay period after six months of the date of commencement of this Agreement.
- 43.15.6 Payment of excess annual leave entitlements includes payments of any applicable annual leave loading set out in clause 43.7.
- 43.15.7 There is no entitlement for an Employee to enter into a written agreement to cash out part of their accrued annual leave entitlement after six months of the date of commencement of this Agreement.

## **44 PURCHASED LEAVE**

- 44.1 Notwithstanding any other provision of this Agreement, an Employee may, with the agreement of the Employer, work less than 52 weeks per year. Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment.
- 44.2 Where the Employer and an Employee agree to a reduction in the number of working weeks under sub-clause 44.1 the Employee will receive additional converted leave as follows:

Purchased Leave ratio	Additional accrued weeks	Total weeks
44/52 weeks	Additional eight weeks leave	(twelve (12) weeks in total)
45/52 weeks	Additional seven weeks leave	(eleven (11) weeks in total)
46/52 weeks	Additional six weeks leave	(ten (10) weeks in total)
47/52 weeks	Additional five weeks leave	(nine (9) weeks in total)
48/52 weeks	Additional four weeks leave	(eight (8) weeks in total)
49/52 weeks	Additional three weeks leave	(seven (7) weeks in total)
50/52 weeks	Additional two weeks leave	(six (6) weeks in total)
51/52 weeks	Additional one weeks leave	(five (5) weeks in total)

- 44.3 The above does not preclude an Employee and the Employer from agreeing to a similar type arrangement that would provide an Employee with additional converted leave of more than 8 weeks.
- 44.4 The Employee will receive a salary equal to the period worked (eg 46 weeks, 49 weeks) which will be spread over a 52 week period.
- 44.5 The accrual of personal/carer’s leave and long service leave by the Employee shall remain unchanged.
- 44.6 The Employer will endeavour to accommodate Employee requests for arrangements under this clause and, where such requests are granted, will make proper arrangements to ensure that the workloads of other Employees are not unduly affected and that excessive overtime is not required to be performed by other Employees as a result of these arrangements.
- 44.7 An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks written notice. Where an Employee elects to revert to 52 week employment, appropriate pro-rata salary adjustments will be made.

**45 EXTENDED LEAVE SCHEME**

- 45.1 At the election of the Employee and with the written agreement of the Employer, provision may be made for an Employee to receive, over a four year period, 80% of the salary they would otherwise be entitled to receive in accordance with this Agreement.
- 45.2 On completion of the fourth year, the Employee will be entitled to 12 months leave and will receive an amount equal to 80% of the salary they were entitled to in the fourth year of deferment.
- 45.3 Where an Employee completes four years of service under this extended leave scheme and is thereby not required to attend duty in the fifth year, the period of non-attendance shall not constitute a break in service and shall count as service for all purposes.
- 45.4 If the Employer agrees, the Employee may, by written notice, withdraw from this scheme prior to completing a four-year period. The Employee will receive a lump sum payment of salary forgone to that time, but will not be entitled to equivalent absence from duty.

**46 PUBLIC HOLIDAYS**

- 46.1 Where the nature of the employment of Employees permits the observance of public holidays as they occur, Employees (other than casual and sessional Employees) shall be entitled to the following holidays without loss of pay:
  - 46.1(a) New Year’s Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, ANZAC Day, Queen’s Birthday, Melbourne Cup Day, Christmas Day, and Boxing Day, (Melbourne Cup Day only in the Melbourne Metropolitan area).
  - 46.1(b) when Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
  - 46.1(c) when Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December.
  - 46.1(d) when New Year’s Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday.
  - 46.1(e) when Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.



**46.2 Melbourne Cup Day Substitution**

46.2.1 Where, outside the Melbourne Metropolitan area, a public holiday is proclaimed in that municipality for the observance of local events, that day will be observed as a public holiday in lieu of Melbourne Cup Day.

**46.3 Additional or Substituted Public Holidays**

46.3.1 Where in the whole or part of the State of Victoria, additional public holidays are declared or prescribed on days other than those set out in sub-clauses 46.1 and 46.2, those days shall constitute additional holidays for the purpose of this Agreement for Employees who have their place of principal employment in a municipality to which the additional public holiday applies.

**46.4 Substitution of Public Holiday**

46.4.1 The Employer and Employee/s may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement. Any such arrangement shall be recorded in writing and be available to every affected Employee.

46.4.2 The Employee may, by agreement with the Employer, substitute another day for any prescribed in this clause to observe religious or cultural occasions or like reasons of significance to the Employee.

**46.5 Substituted Leave – Public Holidays**

46.5.1 Where the nature of the employment of Employees does not permit the observance of public holidays as they occur, substituted leave will be granted by the Employer. For part-time and averaged part-time Employees, payment for a public holiday granted as a day's leave will be made only in respect of those public holidays on which the part-time or averaged part-time Employees would have worked had there been no public holiday.

**46.6 Relationship with Paid Leave**

46.6.1 Where a public holiday occurs during a period of paid leave granted to an Employee, the public holiday is additional and shall not form part of the Employee's paid leave.

**47 PERSONAL/CARER'S LEAVE**

**47.1 Amount of paid personal/carer's leave**

47.1.1 An Employee, other than a casual and sessional Employee, is entitled to paid personal/carer's leave when they are absent because of:

47.1.1(a) personal illness or injury; or

47.1.1(b) personal illness or injury of an Employee's immediate family or household member who requires the Employee's care and support; or

47.1.1(c) an unexpected emergency affecting an Employee's immediate family or household member

47.1.2 A full time Employee is entitled to paid personal/carer's leave of 114 hours. A part time or averaged part-time Employee is entitled to a pro-rata amount of paid personal/carer's leave based on the part time or averaged part-time Employee's hours of work.

47.1.3 Leave will be credited on commencement of employment and subsequently on the anniversary date of the Employee's employment.

47.1.4 Employees appointed for a fixed term period will accrue on a pro-rata basis, paid personal/carer's leave according to length of their service.

47.1.5 Leave without pay will not count as service for personal/carer's leave accrual purposes.

47.1.6 In this clause 47, the term immediate family means:

47.1.6(a) A spouse (including a former spouse, a de facto partner and a former de facto partner) of the Employee. A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are the same sex or different sexes).

47.1.6(b) A child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse or de facto partner.

**47.2 Payment for personal/carer's leave**

An Employee, other than a casual or sessional Employee, who takes paid personal/carer's leave, is entitled to be paid at his or her salary rate of pay for their ordinary hours of work in the period during which the personal/carer's leave is taken.

**47.3 Notice**

**47.3.1** An Employee must give his or her Employer notice of the taking of personal/carer's leave under this clause. The notice:

**47.3.1(a)** must advise the Employer of the period, or expected period of the leave: and

**47.3.1(b)** must be given to the Employer as soon as practicable, which may be a time after the personal/carer's leave has started.

**47.4 Documentary Evidence Requirements**

**47.4.1 Personal Leave**

In the case of personal leave, the Employee shall provide the Employer with a medical certificate from a Registered Practitioner.

**47.4.2 Carer's Leave**

In the case of carer's leave, the employee shall provide the Employer with appropriate documentary evidence.

**47.4.2(a)** The form of evidence required by the employer will depend on the circumstances of the carer's leave request and may include a medical certificate from a Registered practitioner or statutory declaration stating the condition of the person concerned and that this condition requires the employee's care or support or other relevant documentary evidence.

**47.4.3 Registered Practitioner**

Registered practitioner means one of the following: Aboriginal and Torres Strait Islander health practitioner, Chinese medicine practitioner, Chiropractor, Dental care practitioner, Medical practitioner, Nurse practitioner, Midwife, Optometrist, Osteopath, Pharmacist, Physiotherapist, Podiatrist or Psychologist.

**47.5 Entitlement**

**47.5.1** A full time Employee entitled to take personal/carer's leave for the purposes set out in clause 47.1.1 may, subject to clauses 47.5.2 and 47.5.3 take up to an aggregate of 38 hours or for a part time or averaged part-time Employee equivalent pro-rata amount of accrued personal/carer's leave in each year of employment without having to provide the Employer with the documentary evidence required by clause 47.4.

**47.5.2** If the period of absence referred to in clause 47.5.1 is for a continuous period exceeding 22.8 hours, the Employee must provide appropriate documentary evidence to the Employer as set out in clause 47.4.

**47.5.3** If an Employee has been absent on personal/carer's leave for an aggregate of 38 hours or equivalent pro-rata amount in a single year of employment, the Employee must, in respect of any further personal/carer's leave taken during that year of employment, provide appropriate documentary evidence to the Employer as set out in clause 47.4.

**47.6 Further medical certificates or documentary evidence**

**47.6.1** The Employer may require that an Employee provide a further medical certificate from an independent Registered Practitioner where an Employee has been on personal leave for at least six weeks and has a medical certificate indicating on-going need for personal leave. The Employee will select a Registered Practitioner from a list of at least three Registered Practitioners nominated by the Employer.

**47.6.2** The Employer may require that an Employee provide further documentary evidence to the satisfaction of the Employer where an Employee has been on carer's leave for at least two weeks including evidence stating the condition of the person concerned and that this condition requires the continued care or support of the Employee.

**47.7 Employee's incapacity to undertake duties**

If the Employer has a genuine concern about an Employee's capacity to undertake their duties, the Employer may require that the Employee provide a medical certificate from an independent Registered Practitioner. The Employee will select a Registered Practitioner from a list of at least three Registered Practitioners nominated by the Employer.

**47.8 Failure to provide relevant documentary evidence**

Failure by the Employee to provide documentary evidence as required by the Employer within a reasonable period of time may render the Employee ineligible for payment for personal/carer's leave under this clause.

**47.9 Absence on Public Holidays**

If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday, the Employee is taken not to be on paid personal/carer's leave on that public holiday.

**47.10 Unpaid personal leave**

An Employee who has exhausted all paid personal/carer's leave entitlements may, with the consent of the Employer, take unpaid personal leave. The Employer will require that the Employee provide documentary evidence to support the unpaid personal leave to the satisfaction of the Employer.

**47.11 Unpaid carer's leave**

**47.11.1** An Employee who has exhausted all paid personal/carer's leave entitlements may take unpaid carer's leave to provide care or support in the circumstances outlined in clauses 47.1.1(b) or 47.1.1(c) providing the Employee complies with the notice and evidence requirements outlined in clause 47.4. The Employer and the Employee will agree on the period of unpaid leave. In the absence of agreement, the Employee may take two days unpaid carer's leave per occasion.

**47.11.2** Alternatively, the Employee may, with the consent of the Employer, elect to work make up time, under which the Employee takes time off during ordinary hours and works those hours at a later time during the Employee's spread of ordinary hours.

**47.12 Casual and Sessional Employees – Caring Responsibilities**

**47.12.1** Casual and sessional Employees may be unavailable to attend work or may be required to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

**47.12.2** The Employer and a casual or sessional Employee will agree on the period for which the casual or sessional Employee may be unavailable to attend work. In the absence of agreement, a casual or sessional Employee is permitted to be absent from work for two days per occasion. A casual or sessional Employee is not entitled to any payment for the period of non-attendance.

**47.12.3** A casual or sessional Employee must comply with the notice and evidence requirements outlined in this clause 47.

**48 COMPASSIONATE LEAVE**

**48.1** The Employee's immediate family includes:

**48.1.1(a)** A spouse (including former spouse, a de facto partner and a former de facto partner) of the Employee. A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes).

**48.1.1(b)** A child or adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse or de facto partner.

**48.2 Amount of compassionate leave**

**48.2.1** An Employee, other than a casual or sessional Employee, is entitled to up to three days paid compassionate leave on each occasion when a member of the Employee's immediate family or a member of the Employee's household:

**48.2.1(a)** contracts or develops a personal illness that poses a serious threat to his or her life

**48.2.1(b)** sustains a personal injury that poses a serious threat to his or her life; or

**48.2.1(c)** dies

Each of which constitutes a permissible occasion for the purposes of this clause 48.

**48.2.2** An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

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- 48.2.2(a) to spend time with the member of the Employee's immediate family or household who has contracted or developed a personal illness or sustained a personal injury referred to in clause 48.2.1.
- 48.2.2(b) after the death of a member of the Employee's immediate family or household referred to in clause 48.2.1.
- 48.2.3 An Employee is not required to take compassionate leave in respect of a permissible occasion consecutively.
- 48.2.4 Compassionate leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.
- 48.3 Payment for compassionate leave (other than for casual or sessional employees)**
- 48.3.1 An Employee, other than a casual or sessional Employee, who takes paid compassionate leave, is entitled to be paid at his or her salary for ordinary hours of work in the period in which the compassionate leave is taken.
- 48.4 Unpaid compassionate leave**
- 48.4.1 An Employee including a casual or sessional Employee may take unpaid compassionate leave of up to three days per permissible occasion by agreement with the Employer.
- 48.4.2 In addition to the other provisions of this clause, Employees of Aboriginal or Torres Strait Islander descent may be granted unpaid leave of up to three days per permissible occasion in relation to the death of an extended family member.
- 48.5 Notice and Evidence Requirements**
- 48.5.1 An Employee who is taking compassionate leave under this clause must give notice to the Employer as soon as practicable (which may be at time after the compassionate leave has started) and must advise the Employer of the period, or expected period, of the compassionate leave.
- 48.5.2 An Employee must provide the Employer with satisfactory evidence to support the taking of compassionate leave. Satisfactory evidence may include a medical certificate from a Registered Practitioner (as the term is defined in clause 47.4.3 a statutory declaration or other relevant documentary evidence to the reasonable satisfaction of the Employer.
- 48.5.3 The Employee is not entitled to compassionate leave under this clause unless the Employee complies with the evidence and notice requirements set out in this clause.

## 49 PARENTAL LEAVE

- 49.1 Subject to the terms of this clause Employees are entitled to paid and unpaid maternity leave, paid and unpaid paternity/partner leave, paid and unpaid adoption leave and to work part-time in connection with the birth or adoption of a child. Employees are also entitled to paid permanent care leave and unpaid grandparent leave.
- 49.2 The provisions of this clause apply to full-time, part-time, averaged part-time and eligible casual Employees, but do not apply to other casual Employees.
- 49.3 The Employer must not fail to re-engage a casual Employee because:
- 49.3.1 the Employee or Employee's spouse is pregnant; or
- 49.3.2 the Employee is or has been immediately absent on parental leave.
- 49.4 The rights of an Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.
- 49.5 Definitions – For the purpose of this clause**
- 49.5.1 Eligible casual Employee means a casual Employee:
- 49.5.1(a) employed by the Employer on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- 49.5.1(b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- 49.5.2 Continuous service is work for the Employer on a regular and systematic basis (including any period of authorised leave or absence).
- 49.5.3 Child means a child of the Employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 16 years who is placed with the Employee for the purposes of adoption,

other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

**49.5.4** Spouse includes a de facto spouse, former spouse or former de facto spouse. The Employee’s “de-facto” spouse means a person who lives with the Employee as husband, wife or same sex partner on a bono fide domestic basis, although not legally married to the Employee.

**49.6 Basic entitlement**

**49.6.1** Employees who have, or will have, completed at least twelve months continuous service with the Employer, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. An Employee who does not satisfy the qualifying service requirement for the paid components of leave, or an Employee who is an eligible casual Employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.

**49.6.2** Leave available is summarised as follows:

TYPE OF LEAVE	PAID LEAVE	UNPAID LEAVE	TOTAL COMBINED PAID AND UNPAID LEAVE
MATERNITY (COMPLETED 12 MTHS SERVICE)	14 weeks	38 weeks if primary care giver	52 weeks
MATERNITY (LESS THAN 12 MTHS SERVICE)	0 weeks	52 weeks if primary care giver	52 weeks
PARENTAL LEAVE (ELIGIBLE CASUAL EMPLOYEE)	0 weeks	52 weeks if primary care giver	52 weeks
PATERNITY/PARTNER	2 week	50 weeks if primary care giver	52 weeks
ADOPTION - PRIMARY CARE GIVER	14 weeks	38 weeks	52 weeks
ADOPTION - SECONDARY CARE GIVER	1 week	2 weeks	3 weeks
PERMANENT CARE LEAVE	14 weeks if primary care giver	n/a	14 weeks
GRANDPARENT LEAVE	0 weeks	52 weeks	52 weeks

**49.7 Recognised Prior Service**

**49.7.1** Any service immediately prior to the Employee’s employment with the Employer will be recognised as service for the purposes of paid parental leave where the Employee was employed

**49.7.1(a)** by a public entity under the *Public Administration Act 2004 (Vic)*; or

**49.7.1(b)** under part 6 of the *Public Administration Act 2004 (Vic)*; or

**49.7.1(c)** as an electorate officer under the *Parliamentary Administration Act 2005 (Vic)*

**49.8 Employee Couple – Concurrent Leave**

**49.8.1** Subject to clause 49.13.1(a) below, except where otherwise agreed parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

**49.8.1(a)** in the case of paternity/partner leave, an Employee shall be entitled to a total of ten days (which need not be taken consecutively) and up to three weeks unpaid leave in connection with the birth of a child for whom she or he has accepted responsibility, which may be commenced 1 week prior to the expected date of birth; and

**49.8.1(b)** in the case of short adoption leave for the secondary care giver, one week’s paid leave and up to two weeks unpaid leave unpaid leave which may be commenced at the time of placement.

**49.9 Maternity Leave**

**49.9.1** An Employee must provide notice to the Employer in advance of the expected date of commencement of maternity leave. The notice requirements are:

- 49.9.1(a) at least 10 weeks prior to the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant); and
- 49.9.1(b) at least 4 weeks prior to the date on which the Employee proposes to commence maternity leave and the period of leave to be taken.
- 49.9.2 When the Employee gives notice under clause 49.9.1(a), the Employee must also provide a statutory declaration stating particulars of any period of paternity/partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 49.9.3 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 49.9.4 Subject to clause 49.6 and unless agreed otherwise between the Employer and Employee, an Employee may commence maternity leave at any time within fourteen weeks immediately prior to the expected date of birth.
- 49.9.5 Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under clause 49.16, an Employer may require the Employee to provide a medical certificate from a registered medical practitioner stating that she is fit for work in her present position. The Employer may require the Employee to start maternity leave if the Employee:
- 49.9.5(a) does not give the Employer the requested certificate within 7 days after the request; or
- 49.9.5(b) within 7 days after the request for the certificate, gives the Employer a medical certificate stating that the Employee is unfit for work.
- 49.10 Personal/Carer's Leave and Special Maternity Leave**
- 49.10.1 Where the pregnancy of an Employee not then on maternity leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:
- 49.10.1(a) Where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with the relevant personal/carer's leave provisions.
- 49.10.1(b) Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under clause 49.6 and thereafter, to unpaid special maternity leave.
- 49.10.2 Where an Employee not then on maternity leave is suffering from an illness whether related or not to pregnancy an Employee may take any paid personal/carer's leave to which she is entitled and/or unpaid personal/carer's leave in accordance with the relevant personal/carer's leave provisions.
- 47.10.3 Where leave is granted under clause 49.9.4, during a period of leave, any Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.
- 49.11 Paternity/Partner Leave**
- 49.11.1 An Employee will provide to the Employer at least 10 weeks prior to each proposed period of paternity/partner leave, with:
- 49.11.1(a) a certificate from a registered medical practitioner which names his or her spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- 49.11.1(b) written notification of the dates on which he or she proposes to start and finish the period of paternity/partner leave; and
- 49.11.1(c) a statutory declaration stating:
- 49.11.1(c)(i) except in relation to leave taken simultaneously with the child's mother under clause 49.8.1(a), 49.8.1(b) or clause 49.13.1(a), that he or she will take the period of paternity/partner leave to become the primary care-giver of a child;
- 49.11.1(c)(ii) particulars of any period of maternity leave sought or taken by his or her spouse; and
- 49.11.1(c)(iii) that for the period of paternity/partner leave he or she will not engage in any conduct inconsistent with his or her contract of employment.

49.11.2 The Employee will not be in breach of 49.11.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

**49.12 Adoption leave**

49.12.1 The Employee shall be required to provide the Employer with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.

49.12.2 The Employee must give written notice of the day when the placement with the Employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.

49.12.3 The Employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:

49.12.3(a) where a placement notice is received within the period of 8 weeks after receiving the placement approval notice – before the end of that 8 week period; or

49.12.3(b) where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.

49.12.4 As a general rule, the Employee must make application for leave to the Employer at least ten weeks in advance of the date of commencement of long adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.

49.12.5 Before commencing adoption leave, an Employee will provide the Employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:

49.12.5(a) that the child is an eligible child, whether the Employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement;

49.12.5(b) except in relation to leave taken simultaneously with the eligible child's other adoptive parent under clause 49.8.1(a) or clause 49.8.1(a) that the Employee is seeking adoption leave to become the primary care-giver of the child;

49.12.5(c) particulars of any period of adoption leave sought or taken by the Employee's spouse; and

49.12.5(d) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.

49.12.6 An Employee must provide the Employer with confirmation from the adoption agency of the start of the placement.

49.12.7 Where the placement of an eligible child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

49.12.8 An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

49.12.9 An Employee seeking to adopt an eligible child is, on the production of satisfactory evidence if required, entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employer and the Employee should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

**49.13 Right to request**

49.13.1 An Employee entitled to parental leave pursuant to the provisions of clause 49.6 to assist in reconciling work and parental responsibilities may request the Employer to allow the Employee:

49.13.1(a) to extend the period of simultaneous unpaid parental leave provided for in clause 49.8.1(a) or 49.8.1(b) up to a maximum of eight weeks;

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- 49.13.1(b)** to extend the period of unpaid parental leave provided for in clause 49.6 by a further continuous period of leave not exceeding twelve months;
- 49.13.1(c)** to return from a period of parental leave on a part time basis until the child or eligible child reaches school age, to assist the Employee in reconciling work and parental responsibilities
- 49.13.2** The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace or the Employer's business. Such ground might include cost, lack of adequate replacement employees, loss of efficiency and the impact on customer service.
- 49.13.3** It is agreed that the limitation in clause 14.8.3 on the use of fixed term employment to replace the Employee does not apply in this case.
- 49.13.4** The Employee's request under clause 49.13.1 and the Employer's decision made under clauses 49.13.2 must be recorded in writing. The Employer's response, including details of the reason for any refusal, must be given as soon as practicable, and no later than 21 days after the request is made
- 49.13.5** Where an Employee wishes to make a request under clause 49.13.1(c), a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.
- 49.14 Variation of period of parental leave**
- 49.14.1** Unless agreed otherwise between the Employer and Employee, where an Employee takes leave under clause 49.6 and 49.13.1(b) an Employee may apply to their Employer to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the commencement of the changed arrangements. The total period of parental leave must not extend beyond 24 months, comprising twelve months for leave taken under clause 49.6 and any additional leave taken under clause 49.13.1(b). The notice must specify the new end date of the parental leave.
- 49.15 Parental leave and other entitlements**
- 49.15.1** An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 49.13.
- 49.15.2** Where a public holiday occurs during a period of paid parental leave, the public holiday is not to be regarded as part of the paid parental leave and the Employer will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.
- 49.15.3** An Employee who reduces the time fraction she works to better cope during pregnancy will not have her subsequent paid maternity leave reduced accordingly.
- 49.15.4** Unpaid parental leave under clauses 49.6 or 49.13 shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.
- 49.16 Transfer to a safe job**
- 49.16.1** Where an Employee is pregnant and in the opinion of a registered medical practitioner, illness or risk arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of maternity leave.
- 49.16.2** If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take no safe job paid leave, or the Employer may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of the either:
- 49.16.2(a)** when the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner, or
- 49.16.2(b)** when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.
- 49.16.3** The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.



**49.17 Returning to work after a period of parental leave**

- 49.17.1 An Employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 49.17.2 Subject to clause 49.17.3, an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 49.16, the Employee will be entitled to return to the position they held immediately before such transfer.
- 49.17.3 Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

**49.18 Replacement employees**

- 49.18.1 A replacement Employee is an Employee specifically engaged or temporarily acting on higher duties or transferred, as a result of an Employee proceeding on parental leave.
- 49.18.2 Before an Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

**49.19 Communication during parental leave**

- 49.19.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace the Employer shall take reasonable steps to:
- 49.19.1(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- 49.19.1(b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- 49.19.2 The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- 49.19.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 49.19.

**49.20 Permanent care leave**

- 49.20.1 If pursuant to the *Children, Youth and Families Act 2005 (Vic)* or any successor to that legislation, an Employee (other than a casual employee) is granted a permanent care order in relation to the custody or guardianship of a child and the Employee is the primary care giver for the child, the Employee will be entitled to fourteen weeks paid leave at a time to be agreed with the Employer.

**49.21 Pre-natal leave**

- 49.21.1 In addition to the maternity leave and personal/carer's leave provisions of this Agreement, an Employee, other than a casual employee who presents a medical certificate from a registered medical practitioner stating that she is pregnant, will have access to paid leave totalling up to 35 hours per pregnancy to enable her to attend the routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.
- 49.21.2 The work unit should be flexible enough to allow such Employees the ability to leave work and return on the same day.
- 49.21.3 On presentation of a medical certificate stating such, any Employee who has a partner who is pregnant will have access to paid leave under this clause totalling up to 7.6 hours per pregnancy to enable their attendance at routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.

**49.22 Half pay provision**

The employer may allow an Employee who is entitled to paid parental leave to take that leave at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

**49.23 Grandparent leave**

49.23.1 An Employee, is entitled to a period of up to 52 weeks' continuous unpaid grandparent leave in respect of the:

49.23.1(a) birth of a grandchild of the Employee; or

49.23.1(b) adoption of a grandchild of the Employee.

49.23.2 An Employee is only entitled to grandparent leave if they are or will be the primary caregiver of a grandchild.

**49.24 Commonwealth parental leave payment**

49.24.1 Paid parental leave entitlements outlined in this clause are in addition to the payments available under the Commonwealth Paid Parental Leave Scheme.

**50 RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS**

In accordance with and pursuant to section 65 of the *FW Act*, an Employee who is a parent or has responsibility for the care of a child may request the Employer for a change of working arrangements to assist the Employee to care for the child if the child is under school age or under 18 and has a disability.

**51 INFECTIOUS DISEASE/DANGEROUS MEDICAL CONDITIONS LEAVE**

51.1 Upon report by a registered medical practitioner that by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by law in respect of such disease, an Employee is unable to attend work, the Employer may grant the Employee special leave of absence with pay. The period of leave must not be for any period beyond the earliest date at which it would be practicable for the Employee to return to work having regard to the restrictions imposed by law.

51.2 Where the Employer reasonably believes that the Employee is in such state of health as to render the Employee a danger to other Employees, themselves or other persons, the Employer may require the Employee to absent himself or herself from the workplace until the Employee obtains and provides to the Employer a report from a registered medical practitioner. Upon receipt of the medical report, the Employer may direct the Employee to be absent from duty for a specified period or, if already on leave, direct such Employee to continue on leave for a specified period. Any such absence of an Employee must be regarded as personal/carer's leave.

**52 LEAVE TO ATTEND ALCOHOL, DRUG OR PROBLEM GAMBLING REHABILITATION PROGRAM**

52.1 An Employee, other than a casual or sessional Employee, may be granted leave with or without pay to undertake an approved rehabilitation program where the Employer is satisfied that:

52.1(a) the Employee's work performance is adversely affected by the misuse of drugs or alcohol or problem gambling;

52.1(b) the Employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with alcohol or drug misuse or gambling related problems; and

52.1(c) in the case of an alcohol or drug addiction, a registered medical practitioner has certified that in his or her opinion the Employee is in need of assistance because of their misuse of alcohol or drugs and that the Employee is suitable for an approved rehabilitation program; or

52.1(d) in the case of problem gambling the Employee satisfies the eligibility criteria for entry into an approved problem gambling rehabilitation program.

52.2 On production of proof of attendance at an approved rehabilitation program in accordance with sub-clause 52.1 an Employee who has completed 2 years continuous service and who has exhausted all other accrued leave entitlements may be granted leave with pay up to the maximum number of day specified below.

COMPLETED YEARS OF SERVICE	2 YEARS	3 YEARS	4 YEARS	5 OR MORE YEARS
FIRST YEAR OF PROGRAM	20 days	27 days	33 days	40 days
SUBSEQUENT YEARS OF PROGRAM	15 days	20 days	25 days	30 days

52.3 An Employee who has completed less than two years continuous or aggregate service may be granted leave without pay for the purposes of attending an approved rehabilitation program.

### **53 CULTURAL AND CEREMONIAL LEAVE**

53.1 The Employer may approve attendance during working hours by an Employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

53.2 The Employer may grant an Employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

53.3 Ceremonial leave without pay may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:

53.3.1 connected with the death of a member of the immediate family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or

53.3.2 for other ceremonial obligations under Aboriginal and Torres Strait Islander law.

53.4 Ceremonial leave granted under this clause is in addition to compassionate leave granted under clause 48.

### **54 LONG SERVICE LEAVE**

#### **54.1 Basic entitlement**

54.1.1 An Employee is entitled to 495.6967 hours (13 weeks) long service leave with pay for each period of ten years' paid full time continuous service with the Employer. Employees who have any periods of service that are part time, sessional or casual will accrue leave on a pro-rata basis.

54.1.2 An Employee who is a part-time or averaged part-time Employee for the purposes of clause 54 is entitled to long service leave on a pro-rata basis calculated on the number of ordinary hours worked.

#### **54.2 Meaning of continuous service for casual employees**

For the purposes of this clause, a reference to continuous service in respect of a casual employee has the same meaning as that set out in section 62A of the *Long Service Act 1992 (Vic)*

#### **54.3 Pro-rata access**

54.3.1 An Employee is entitled to access their long service leave entitlements, on a pro-rata basis, after an initial 7 years of paid continuous service.

#### **54.4 Payment of outstanding entitlement on termination**

54.4.1 An Employee, who, upon retirement, resignation or termination of employment, has an outstanding long service leave entitlement, will be entitled to an amount equal to the unused long service leave entitlement.

#### **54.5 Holidays during Leave**

54.5.1 Where a public holiday occurs during a period of long service leave granted to an Employee, the public holiday is not to be regarded as part of the long service leave and the Employer will grant the Employee a day off in lieu.

#### **54.6 Eligible Period of Service**

54.6.1 In sub-clause 54.5, "eligible period of service" in relation to an Employee means the period of continuous service between four years and seven years.

54.6.2 An Employee is entitled, or in the case of death is deemed to have been entitled, to an amount of long service leave with pay equalling one-fortieth of the Employee's eligible period of service with the Parliament of Victoria if:

54.6.2(a) on account of age or ill health:

53.6.2(a)(i) the Employee retires or is retired; or

53.6.2(a)(ii) the employment of the Employee is terminated by the Employer; or

54.6.2(b) the employment of the Employee is terminated for any other reason except for serious misconduct or resignation by the Employee; or

54.6.2(c) the Employee dies

**54.7 Period of leave**

- 54.7.1 The Employee who is entitled to take their long service leave will take the whole or any part of their entitlement at the current time fraction they work.
- 54.7.2 Notwithstanding clause 54.7.1, the Employer and the Employee may agree that the whole or part of their entitlement can be taken at a different time fraction to that currently worked.
- 54.7.3 After concluding their period of leave, the Employee will return to the time fraction they worked immediately prior to going on leave, unless otherwise agreed by the Employer and the Employee.

**54.8 Time of taking leave**

- 54.8.1 The Employer may determine the time for granting long service leave so that the Employer's operations will not be unduly affected by the granting of long service leave to numbers of Employees at or about the same time.

**54.9 Payment for leave**

- 54.9.1 In computing the pay of an Employee for or in lieu of long service leave that pay includes:
  - 54.9.1(a) if the Employee is receiving salary maintenance, that salary maintenance; and
  - 54.9.1(b) any additional payment payable for a temporary assignment where the assignment has continued for a period of at least twelve months before the commencement of the leave; and
  - 54.9.1(c) any annual allowance payable to the Employee which the Employer determines should be included, but does not include:
    - 54.9.1(c)(i) any payment of overtime, or penalty rates; or
    - 54.9.1(c)(ii) any travelling or transport allowance; or
    - 54.9.1(c)(iii) any allowance in the nature of reimbursement of expenditure.
- 54.10 Nothing in this clause entitles an Employee to long service leave (or payment for long service leave) in respect of a period of service for which the Employee was entitled to receive long service leave (or payment for long service leave) from an employer other than the Employer or for which the Employee has received long service leave (or a payment in respect of long service leave) from any Employer.

**55 RECOGNISED SERVICE FOR SICK LEAVE AND LONG SERVICE LEAVE PURPOSES**

- 55.1 The following will be recognised by the Employer as service for the purpose of calculating personal/carer's leave and long service leave entitlement ("Recognised Service") under this clause:
  - 55.1(a) any service with a State or Commonwealth or Territory of Australia Government Department, Public Service Authority or Parliamentary Department; or
  - 55.1(b) any service with a public entity under the *Public Administration Act 2004 (Vic)*; or
  - 55.1(c) any service with a local governing body that is established by or under a law of Victoria.
- 55.2 An "authority" means an authority, whether incorporated or not, that is constituted by or under a law of a State, the Commonwealth or a Territory of Australia for a public purpose.
- 55.3 Notwithstanding the above, the Employer may recognise any service with a public sector authority or local governing body of the Commonwealth, a State other than Victoria or a Territory of Australia.
- 55.4 Recognised Service does not include any period of service:
  - 55.4.1 which preceded a continuous gap in approved Recognised Service of greater than 12 months other than:
    - 55.4.1(a) an absence of 3 years or less in the nature of retirement occasioned by disability; or
    - 55.4.1(b) an absence of 2 years or less which, in the opinion of the Employer, was caused by special circumstances; or
  - 55.4.2 during any absence from duty on maternity, paternity/partner or adoption leave without pay; or
  - 55.4.3 except to the extent (if any) authorised by the Employer, during any other absence on leave without pay; or
  - 55.4.4 during any absence from duty when the Employee was in receipt of weekly payments of compensation under the *Accident Compensation Act 1985* or any corresponding previous enactment, other than the first 12 months of that period; or

## PARLIAMENTARY OFFICERS (NON-EXECUTIVE STAFF – VICTORIA) SINGLE ENTERPRISE AGREEMENT 2012

55.4.5 which followed the date on which a pension under the *State Superannuation Act 1988* (or similar provision applying to persons on the staff of a declared authority) became payable by reason of retirement on the grounds of disability, other than a period not exceeding 12 months during which a pension under section 83A(1) of that Act (or similar provision applying to persons on the staff of a declared authority) was paid; or

55.4.6 from which the Employee was dismissed for disciplinary reasons.

55.5 An Employee who has received a Targeted Separation Package from the Victorian Public Sector or the Parliament of Victoria will on re-employment or employment with the Parliament of Victoria have their prior service recognised, provided that this service does not precede a continuous gap in approved recognised service of greater than 12 months.

55.6 An Employee who has received a Voluntary Departure Package from the Victorian Public Sector or the Parliament of Victoria will not have their prior service recognised on re-employment or employment with the Parliament of Victoria.

55.7 An application for the recognition of prior service under this clause must be made within six months of an Employee commencing duty with the Parliament of Victoria.

### 56 DEFENCE FORCE LEAVE

56.1 Leave with pay may be granted for Defence Reserve service up to a maximum period of 78 weeks continuous service.

56.2 An Employee required to complete Defence Reserve service will consult with the Employer regarding the proposed timing of the service and will give the Employer as much notice as is possible of the time when the service will take place.

56.3 Where the base salary excluding allowances received by the Employee from the Australian Defence Force in respect of Defence Reserve service during his or her ordinary hours of work is below the Employee's salary, the Employer will, unless exceptional circumstances arise, pay to the Employee make-up pay for the period of Defence Reserve service.

#### 56.4 Preservation of prior entitlement

56.4.1 For Employees in employment prior to 9 May 2002, any more favourable provision relating to their previous entitlement to Defence Force leave is maintained.

### 57 JURY SERVICE LEAVE

57.1 An Employee required to attend for jury service under the *Juries Act 2000 (Vic)* is entitled to leave with pay for the period during which his or her attendance is required. The Employee must provide a certificate of attendance issued by the Juries Commissioner as evidence of attendance

57.2 Any payment made to the Employee in accordance with the *Juries Act 2000 (Vic)* for serving as a juror during his or her ordinary hours of work must be repaid to the Employer, less an amount for reasonable expenses actually incurred.

### 58 LEAVE FOR BLOOD DONATIONS

58.1 Leave may be granted to an Employee without loss of pay to visit the Red Cross Blood Bank as a donor once every 12 weeks.

### 59 LEAVE TO ENGAGE IN EMERGENCY MANAGEMENT ACTIVITIES

59.1 An Employee who engages in a voluntary emergency management activity with a recognised emergency management body that requires the attendance of the Employee at a time when the Employee would otherwise be required to be at work is entitled to leave with pay for:

59.1.1 time when the Employee engages in the activity;

59.1.2 reasonable travelling time associated with the activity; and

59.1.3 reasonable rest time immediately following the activity.

- 59.2 The Employee must advise the Employer as soon as practicable if the Employee is required to attend a voluntary emergency management activity and must advise the Employer of the expected or likely duration of the Employee's attendance. The Employee must provide a certificate of attendance or other evidence of attendance as reasonably requested by the Employer.
- 59.3 Recognised emergency management bodies include but are not limited to the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance.
- 59.4 An Employee who is required to attain qualifications or to requalify to perform activities in an emergency management body must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Employer.

## **60 LEAVE TO ENGAGE IN VOLUNTARY COMMUNITY ACTIVITIES**

- 60.1 An Employee who is elected to a Municipal Council must be granted leave with pay to fulfil their official functions during their term of office as follows:
- 60.1.1 Mayor or Shire President – up to three hours per week, or where special occasions arise, six hours per fortnight; or
- 60.1.2 Councillor – up to three hours per fortnight, or where special occasions arise, six hours per month;
- 60.2 For Category A and B Employees, leave granted under clause 60.1.1 and 60.1.2 will not normally be granted during the sitting of either House.
- 60.3 An Employee who is elected to a committee of management of a community organisation may, if the Employer agrees, be granted leave with pay to fulfil their official functions during their term of office as follows:
- 60.3.1 Chair or President - up to three hours per week, or where special occasions arise, six hours per fortnight; or
- 60.3.2 Committee member - up to three hours per fortnight, or where special occasions arise, six hours per month.
- 60.4 For Category A and B Employees, leave granted under clause 60.3.1 and 60.3.2 will not normally be granted during the sitting of either House.

## **61 PARTICIPATION IN SPORTING EVENTS**

- 61.1 Leave with pay up to a maximum of two weeks in any two year period may be granted to an Employee to participate either as a competitor or an official in any non-professional state, national or international sporting event.

## **62 STUDY LEAVE**

- 62.1 The Employer may grant to an Employee paid leave to attend an accredited course of study provided by an educational institution or registered training organisation.
- 62.2 An Employee may be granted sufficient paid leave to enable travel to and attendance of up to 7 hours 36 minutes of classroom activity or related project work per week.
- 62.3 The Employer may grant additional leave with or without pay as considered necessary.
- 62.4 An Employee may be granted up to five days paid pre-examination leave and sufficient paid leave to attend examinations where the examinations are part of the course of study for which leave has been approved under clause 62.1.
- 62.5 An Employee completing an accredited course through the submission of major project work may be entitled to 5 days leave for the purposes of finalising such project work.

## **63 LEARNING AND CAREER DEVELOPMENT**

- 63.1 Provision of learning and development for all Employees will continue to be a high priority during the life of the Agreement. The Employer is committed to promoting and developing the professional growth of Employees, the capacities of the organisation and a positive workplace culture to ensure the organisation achieves its aims and objectives.
- 63.2 Learning and Development opportunities available to Employees may include, but are not limited to the following:

- 63.2.1 clarifying job tasks and responsibilities;
  - 63.2.2 development of Employee capabilities to meet the objectives of the organisation;
  - 63.2.3 technical skills;
  - 63.2.4 improved skills in use of information technology to ensure maximum use of the capability of systems and equipment;
  - 63.2.5 assisting Employees to progress their career and personal goals; and
  - 63.2.6 participation in secondment opportunities.
- 63.3 Where an approved training program is undertaken during an Employee's ordinary working hours, the Employer agrees to pay the Employee that Employee's ordinary pay.

**64 MILITARY SERVICE SICK LEAVE**

- 64.1 The Employee will be credited with 114 hours special leave with pay for each year of service with the Parliament from the conclusion of the Employee's operational, peacekeeping or hazardous service where the Employer is satisfied that an illness of an Employee with at least six months continuous paid service is directly attributable to, or is aggravated by, service recognised under the *Veterans' Entitlements Act 1986*, including:
- 64.1.1 operational service; or
  - 64.1.2 peacekeeping service; or
  - 64.1.3 hazardous service.
- 64.2 Leave under this clause will be cumulative to a maximum of 760 hours.
- 64.3 This leave is in addition to personal/carer's leave under clause 47.
- 64.4 The Employer may require the Employee to provide evidence of the existence of the illness and its relationship to service specified in clause 64.1 from a registered health practitioner. For the purpose of this clause the definition of "registered health practitioner" will be the same as for clause 47.4.3.
- 64.5 For each period of special leave taken, the Employee must satisfy the same evidentiary requirements as specified in clauses 47.4.

**65 LEAVE WITHOUT PAY**

- 65.1 An Employee may be granted leave without pay by the Employer for any purpose.
- 65.2 Unless otherwise provided for in this Agreement, leave without pay shall not break the Employee's continuity of employment but leave without pay will not count as service for leave accrual or other purposes.

## PART 6 – OCCUPATIONAL HEALTH AND SAFETY

### 66 ACCIDENT MAKE-UP PAY

66.1 Where an Employee is absent from duty as a result of sustaining an injury in respect of which the Employee is entitled to weekly payments of compensation under the *Accident Compensation Act 1985*, the Employee will, except where otherwise provided in clause 66.2 below, be entitled to accident make-up pay equivalent to his or her normal salary less the amount of weekly compensation payments.

#### 66.2 Payment – maximum entitlement

66.2.1 The Employer will continue to provide accident make-up pay to the Employee for a period of 52 weeks, or an aggregate of 261 working days or an aggregate of 1984 hours for full time Employees or pro-rata equivalent for part time or averaged part-time Employees, unless employment ceases.

66.2.2 An entitlement to accident make-up pay will cease at the end of a period of 52 weeks, or an aggregate of 261 working days or an aggregate of 1984 hours for full time Employees or pro-rata equivalent for part time or averaged part-time Employees, or when employment ceases or when the benefits payable under the *Accident Compensation Act 1985* cease.

66.2.3 The Employer may grant the Employee leave without pay where an entitlement to accident make-up pay has ended.

66.2.4 For the avoidance of doubt, an Employee may, with the Employer's consent, take annual leave or long service leave whilst receiving accident make up pay.

### 67 OCCUPATIONAL HEALTH AND SAFETY AND REHABILITATION

#### 67.1 Objectives

67.1.1 This Agreement acknowledges and supports the rights of Employees to work in an environment, which is, so far as is reasonably practicable, safe and without risks to health. The Parties are committed to the promotion of a joint and united approach to consultation and resolution of Occupational Health and Safety (OH&S) issues.

67.1.2 The Agreement commits the Parties to improving health and safety with a view to improving workplace efficiency and productivity. This will be accomplished through the ongoing development, in consultation with Employees and their Health and Safety Representatives (HSRs), of management systems and procedures designed to, so far as is practicable to:

67.1.2(a) identify, assess and control workplace hazards;

67.1.2(b) reduce the incidence and cost of occupational injury and illness; and

67.1.2(c) provide a rehabilitation system for workers affected by occupational injury or illness.

67.1.3 OH&S statutory requirements, including regulations and codes of practice, are minimum standards and will be improved upon where practicable.

#### 67.2 OH&S consultation

67.2.1 The consultative mechanisms to be applied in the Parliament to address OH&S issues will be:

67.2.1(a) in accordance with the Victorian *Occupational Health & Safety Act 2004*;

67.2.1(b) established in consultation with Employees and their HSRs; and

67.2.1(c) consistent with the Employer's agreed issue resolution procedures and the rights and functions of HSRs, consistent with the *Occupational Health & Safety Act 2004*.

67.2.2 Where an OH&S committee is established at least half the members shall be Employees, including HSR's.

67.2.3 The OH&S committee must operate within the requirements of the *Occupational Health & Safety Act 2004*.

#### 67.3 OH&S training

67.3.1 Workplace training programs, including induction and on-the-job training will outline relevant details of OH&S policies and procedures.

67.3.2 The contents of OH&S training programs will outline the OH&S roles and responsibilities of Employees, managers and supervisors, OH&S policies and procedures, particular hazards associated with their workplaces,



control measures applicable to each hazard, and how to utilise OH&S systems to identify hazards and instigate preventative action.

**67.3.3** An Employee, upon election as a health and safety representative, shall be granted up to five days paid leave, as soon as practicable after election to undertake an appropriate introductory health and safety representative's course from a training organisation of his or her choice that is approved by the WorkSafe Victoria, having regard to course places and the Employer's operations. The Employer shall meet any reasonable costs incurred.

**67.3.4** An elected health and safety representative will be required to attend annual refresher training and other OH&S training which is relevant to the functions of the designated work group.

**67.4 Designated Work Groups**

**67.4.1** The Employer will review the Designated Work Groups (DWGs), and negotiate revised DWGs where appropriate, through workplace/management consultative structures.

**67.4.2** The Employer will establish instructions for the conduct of the reviews of DWGs at the local level.

**67.4.3** Each elected Health and Safety Representative will be provided with reasonable access to facilities such as email, telephone, fax, office and computer access, where available. An Employee will be granted reasonable time release or paid time (including time in lieu) to attend to their functions as a Health and Safety Representative, including but not limited to regularly inspecting workplaces (as defined by their designated work group), consulting with Employees in their DWGs, OH&S representatives and other persons involved in the organising of Employees health, safety and welfare.

**67.4.4** The Employer will post and maintain current in each workplace the names and relevant contact details, including email where available, of elected Health and Safety Representatives for identified DWGs. Such circular shall be required to be posted electronically and/or on a notice board for the regular attention of all Employees working in the workplace.

**67.4.5** To monitor the maintenance of effective OH&S structures and training delivery the Employer will establish a central register of DWGs and their Health and Safety Representatives.

**67.5 Bullying and violence at work**

**67.5.1** The Parties to this Agreement are committed to working together to reduce bullying and occupational assault so far as is practicable in the workplace.

**67.6 Staff Support & Debriefing**

**67.6.1** The Employer will provide Employee support and debriefing to Employees who have experienced a "critical incident" during the course of the work that results in personal distress. The Employer is committed to assisting the recovery of Employees experiencing normal distress following a critical incident with the aim of returning Employees to their pre-incident level of functioning as soon as possible.

**67.6.2** A critical incident is defined as an event outside the range of usual human experience which has the potential to easily overcome a person's normal ability to cope with stress. It may produce a negative psychological response in a person who was involved in or witnessed such an incident.

**67.6.3** Critical incidents in the workplace environment include, but are not limited to aggravated assaults; robbery; suicide or attempted suicide; murder; sudden or unexpected death; hostage or siege situations; discharge of firearms; vehicle accidents involving injury and/or substantial property damage; acts of self-harm by persons in the care of others; industrial accidents involving serious injury or fatality; and any other serious accidents or incidents.

**67.6.4** All Employees who are required to use screen-based equipment on an ongoing and regular basis shall be given access to annual eyesight testing. Where eyesight deterioration is evident, the Employer shall reimburse Employees the reasonable costs associated with eyesight testing and the purchase of prescription spectacles prescribed specifically for such tasks.

**67.6.5** All Employees working in a noisy environment shall be given access to bi-annual hearing testing. Where hearing deterioration is evident, the Employer shall reimburse reasonable costs associated with hearing testing and the purchase of prescription hearing aides.

**67.6.6** The Employer shall reimburse reasonable costs associated with loss or damage to clothing, which occurred in the course of the Employee's work. As far as practicable, Employees are to report the loss or damage to their immediate supervisor immediately it occurs.

**68 FACILITIES, EQUIPMENT AND ACCOMMODATION**

- 68.1 The Employer shall provide Employees with all such uniforms, protective clothing, instruments, equipment, tools, stationery and furniture as may be reasonably necessary for carrying out their work except as otherwise agreed between the Parties to this Agreement.
- 68.2 The Employer shall provide, in readily accessible locations, first aid equipment adequate for the nature of the Employee's duties.

**69 WORKPLACE SECURITY**

- 69.1 The Employer will endeavour to provide all Employees with a secure workplace. Access to personal security alarms will be provided to Employees working in direct contact with the public as part of their ordinary duties and other Employees, where necessary.

**70 EMERGENCY AND INCIDENT PROCEDURES**

- 70.1 The Employer will consult with Employees and ensure:
- 70.1.1 provision of training in incident and emergency procedures, including bomb threats, fire, physical threats and handling of aggressive or difficult persons.
- 70.1.2 that emergency evacuation drills take place in all areas at least annually;
- 70.1.3 an annual review of incident and emergency procedures is conducted
- 70.1.4 three-yearly independent, external assessment of incident and emergency procedures is undertaken.

**71 TRANSPORT AND TRAVEL**

- 71.1 All Employees will be provided with appropriate forms of transport necessary to perform their duties during working hours.
- 71.2 The Employer shall meet all reasonable transport costs incurred by the Employee in the course of his or her duties, other than the cost of travelling between their place of residence and their usual place of work, subject to the provisions of sub-clause 71.1.
- 71.3 Transport from work to an Employee's place of residence by taxi will be provided, upon request, to Employees who are required to work after 8.00pm. Holders of parking permits would not normally be entitled to taxis after 8.00pm. Taxi transport may be provided to Employees at other times where special circumstances exist.
- 71.4 The Employer agrees to follow the Public Sector Overseas and Domestic Travel policy and Guidelines as amended from time to time. This policy does not form part of this Agreement.

**72 EMPLOYEE ASSISTANCE PROGRAM**

- 72.1 The Employer agrees to continue to provide an Employee Assistance Program.

## PART 7 – GENERAL

### 73 ELECTRONIC COMMUNICATIONS

- 73.1 Members of the CPSU shall be permitted by the Employer to place written material authorised by the CPSU in the workplace in non-public areas, provided such communication is not offensive or improper.
- 73.2 Employees will be allowed reasonable access to electronic communication devices to facilitate communication between Employees and/or the CPSU, provided such communication is not offensive or improper.

### 74 INDUSTRIAL RELATIONS LEAVE


- 74.1 An Employee who has been nominated by the CPSU and has been accepted by a training provider to attend a trade union training course and who wishes to attend the course may be granted up to 5 days (38 hours) leave on full pay in any one calendar year, so long as the granting of such leave does not unduly affect the operations of the Employer
- 74.2 The Employee may be granted the leave under this clause where the Employer is satisfied that the course of training is likely to contribute to a better understanding of industrial/employee relations, occupational health and safety, safe work practices, knowledge of industrial entitlements and the upgrading of Employee skills in all aspects of trade union functions.
- 74.3 An Employee may be granted paid leave under this clause in excess of 5 days (38 hours) and up to 10 days (76 hours) in any one calendar year subject to the total leave taken in that year and the in subsequent year not exceeding 10 days (76 hours).

### 75 EMPLOYEE REPRESENTATION ON CPSU SPSF VICTORIAN BRANCH COUNCIL

- 75.1 Employees who are CPSU SPSF Victorian Branch Council members nominated by the Branch Secretary of the CPSU will be entitled to a half day per month to attend Branch Council meetings. Time release will include reasonable time to travel to the meetings.
- 75.2 Additional paid leave will be granted to Employees who are CPSU SPSF Victorian Branch Council members nominated by the Branch Secretary to attend Federal Executive and Federal Council meetings of the CPSU and the Australian Council of Trade Unions' triennial conference
- 75.3 On application, the Employer shall grant leave without pay to an Employee for the purposes of secondment to work for a union.

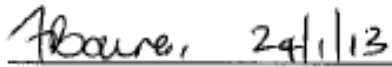
SIGNATORIES

Signed for and on behalf of PARLIAMENT OF VICTORIA by its authorised officers


  
Signature & Date 24/1/13

RAY PURDEY (or representative)  
CLERK OF THE LEGISLATIVE ASSEMBLY (or representative)

In the presence of:

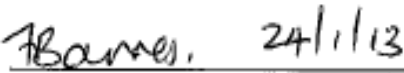
  
Witness Signature & Date

Fran Barresi  
Name of Witness (print)


  
Signature & Date 24.1.13

WAYNE TUNNECLIFFE (or representative)  
CLERK OF THE LEGISLATIVE COUNCIL (or representative)

In the presence of:

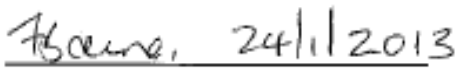
  
Witness Signature & Date

Fran Barresi  
Name of Witness (print)

  
Signature & Date 24/01/2013

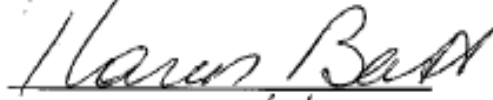
PETER LOCHERT (or representative)  
SECRETARY OF THE DEPARTMENT OF  
PARLIAMENTARY SERVICES (or representative)

In the presence of:

  
Witness Signature & Date

Fran Barresi  
Name of Witness (print)

SIGNED for and on behalf of the CPSU, THE COMMUNITY AND PUBLIC SECTOR UNION as a nominated bargaining representative.

  
Signature & Date 24/1/2013

KAREN BATT (or representative)  
CPSU SPSF Victorian Branch Secretary (or representative)

In the presence of:

  
Witness Signature & Date  
24/1/2013

MICHAEL BELLAIRS  
Name of Witness (print)