



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

**UNION COLLECTIVE AGREEMENT 2007**

## Table of Contents

<b>PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT</b>		
1.	Agreement Title	3
2.	Statement of Corporate Intent	3
3.	Definitions	3
4.	Commencement Date of Agreement and Period of Operation	4
5.	Application of Agreement and Parties Bound	4
6.	No Further Claims	4
7.	Savings Provisions and Relationships with other Awards and Agreements	5
8.	Anti-Discrimination	5
<b>PART 2 – COMMUNICATION, CONSULATION &amp; DISPUTE RESOLUTION</b>		
9.	Implementation of Change	6
10.	Disputes and Grievances	6
11.	Workload	8
12.	Consultative Committee	9
<b>PART 3 – EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS</b>		
13.	Employment Categories and Entitlements	10
14.	Termination of Employment	12
15.	Cost of Employment Related Legal Proceedings	13
16.	Home Based Work	14
17.	Redeployment	14
18.	Discipline	15
<b>PART 4 – SALARIES AND RELATED MATTERS</b>		
19.	Classification and Salary	16
20.	Progression within a Value Range	18
21.	Salary Increases	19
22.	Casual Employees – Loading	19
23.	Supported Wage System	19
24.	Payment of Salaries	19
25.	Salary Packaging	20
26.	Increases to Allowances	20
27.	Allowances – Reimbursement of Expenses	21
28.	Meal Allowance	22
29.	Sitting Allowances	22
30.	Extended Duty Allowance	22
31.	Excess Travelling Time	23
32.	Superannuation	23
<b>PART 5 – WORKING HOURS AND RELATED MATTERS</b>		
33.	Hours of Work	24
34.	Overtime	24
35.	Commuted Overtime	27
36.	Work Breaks	28
37.	Meal Breaks	28
38.	Flexitime	28
39.	Maximum Daily Hours	28
40.	On Call	29
41.	Childcare	29
42.	Standard Day for Approved Leave Purposes	29
43.	Recreation Leave	29
44.	Purchased Leave	30
45.	Extended Leave Scheme	31
46.	Public Holidays	31
47.	Personal Leave (Sick Leave and Carer’s Leave)	32
48.	Compassionate Leave	34
49.	Parental Leave	35
50.	Infectious Disease/Dangerous Medical Conditions Leave	39
51.	Leave to Attend Alcohol and Drug Rehabilitation Program	39
52.	Cultural and Ceremonial Leave	40
53.	Long Service Leave	40
54.	Defence Force Leave	42
55.	Jury Service Leave	42
56.	Leave for Blood Donations	42
57.	Leave to Engage in Emergency Relief Activities	42
58.	Leave to Engage in Voluntary Community Activities	42
59.	Participation in Sporting Events	43
60.	Study Leave	43
61.	Military Service Sick Leave	43
62.	Leave Without Pay	43
<b>PART 6 – OCCUPATIONAL, HEALTH &amp; SAFETY</b>		
63.	Accident Make-Up Pay	44
64.	Occupational, Health, Safety and Rehabilitation	44
65.	Facilities, Equipment and Accommodation	46
66.	Workplace Security	46
67.	Emergency and Incident Procedures	46
68.	Transport and Travel	46
69.	Employee Assistance Program	46
<b>PART 7 – TRAINING AND DEVELOPMENT</b>		
70.	Learning and Development	47

# PARLIAMENTARY OFFICERS AGREEMENT

## PART 1 - APPLICATION AND OPERATION OF THE AGREEMENT

### 1. AGREEMENT TITLE

This agreement shall be known as the Parliamentary Officers' (Non-Executive Staff – Victoria) Union Collective Agreement 2007 - 2009.

### 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.

### 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 "AIRC" means the Australian Industrial Relations Commission;
- 3.3 "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;
- 3.4 "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;
- 3.5 "Category C Employee" means an employee who is not a Category A or Category B Employee;
- 3.6 "Commission" means the Australian Industrial Relations Commission;
- 3.7 "CPSU" or "Union" means the Community and Public Sector Union;
- 3.8 "Department Head" means a Head of a Parliamentary Department as defined by the *Parliamentary Administration Act 2005*;
- 3.9 "Employee" means a non-executive officer or employee of the Parliament of Victoria engaged pursuant to the *Parliamentary Administration Act 2005*, Division 3.
- 3.10 "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;
- 3.11 Parliamentary Term Appointment means an appointment that is for the term of the current Parliament.
- 3.12 "*Parliamentary Administration Act 2005*" means that Act as amended from time to time, or any successor to that Act;
- 3.13 "Party" means the Parliament of Victoria or the CPSU;
- 3.14 "Public Holiday" means a day that is a public holiday pursuant to clause 46;
- 3.15 "*Public Administration Act 2004*" means that Act as amended from time to time, or any successor to that Act;
- 3.16 "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 work, travelling allowance, stand by, on call, incidental expenses or any payment of a temporary character in the nature of a reimbursement of expenditure incurred;
- 3.17 "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;
- 3.18 "Non-Sitting Day" means a day other than a Sitting Day as defined;
- 3.19 "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

## PARLIAMENTARY OFFICERS AGREEMENT

August and the last Sitting Day in December in each year;

- 3.20 "Sitting Year" means the period normally between the first Sitting Day in February and the last Sitting Day in December each year;
- 3.21 "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;
- 3.22 "Non-Sitting Week" means a week in which either or both Houses of Parliament do not sit;
- 3.23 "Variation" means variation in accordance with section 373 of the *Workplace Relations Act 1996*;
- 3.24 "*Workplace Relations Act 1996*" means that Act as amended from time to time, or any successor to that Act;
- 3.25 "*Workplace Relations Regulations 2006*" means the Regulations as amended from time to time or any successor to these Regulations.

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

- 4.1 This Agreement shall commence on the date of lodgement with the Workplace Authority and shall remain in force until 1 March 2009.
- 4.2 Employees to whom this Agreement applies shall receive salary increases, payments and increases to allowances as follows:
- 4.2.1 The first salary increases provided for in sub-clause 21.1 shall be payable with effect from 19<sup>th</sup> November 2007, the date of lodgement of submission of proposal to Industrial Relations Victoria (IRV) for approval;
- 4.2.2 Increases to allowances provided for in clauses 26 and 27 and allowances expressly provided for in this Agreement shall be increased as specified in clauses 28, 29, 30 and 31 with the first increase payable from 19<sup>th</sup> November 2007, the date of lodgement of submission of proposal to IRV for approval; and
- 4.2.3 Alterations to conditions of employment provided for in this Agreement shall apply with effect from the date of lodgement of submission of proposal to IRV for approval except, where otherwise provided.
- 4.3 Future salary rates to be adjusted in accordance with the Victorian Public Service (VPS) Pay and Classification Structure and salary rate movements (including where possible quantum and timing), with the same funding conditions as those applying to the VPS to apply to the Parliamentary Departments.

### 5. APPLICATION OF AGREEMENT AND PARTIES BOUND

- 5.1 This Agreement is made under of the *Workplace Relations Act 1996* section 328 between the Employer and the CPSU.
- 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 3.9);
- 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.

### 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 which will be subject to an agreement under the *Workplace Relations Act 1996*, Part 8 for the period from the date of lodgement with the Workplace Authority until 1 March 2009.
- 6.2 This Agreement allows the CPSU to:
- 6.2.1 make claims in the context of procedures in this Agreement that expressly provide for agreement between the Parties in relation to certain matters, in seeking to reach agreement on those matters in accordance with this Agreement;
- 6.2.2 raise claims or deal with disputed matters in accordance with express provisions for resolution of disputes and grievances in this Agreement; and
- 6.2.3 notify the Parliament of Victoria of claims it intends to advance on or after 1 March 2009.

## PARLIAMENTARY OFFICERS AGREEMENT

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

- 7.1 Subject to clause 7.2, this Agreement operates to the exclusion of all previous awards and orders of the Commission and replaces all previous certified agreements and Australian Workplace 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 or Australian Workplace Agreement, will not be affected by the making of this Agreement.
- 7.2 It is the intention of the Parties that a dispute or grievance that is being considered pursuant to clause 10 of the Parliamentary Officers' (Non-Executive Staff – Victoria) Agreement 2004 at the time this agreement is lodged with the Workplace Authority, may be continued pursuant to the Disputes and Grievances clause of this agreement.
- 7.3 No employee will, on balance, have his or her overall pay and conditions reduced as a result of the making of this Agreement.
- 7.4 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.

### 8. ANTI-DISCRIMINATION

- 8.1 It is the intention of the Parties to this Agreement to achieve the principal object of the *Workplace Relations Act 1996* section 3(m) 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 anti-discrimination legislation;
- 8.3.2 an employee, employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; and
- 8.3.3 the exemptions in the *Workplace Relations Act 1996* section 659.

# PARLIAMENTARY OFFICERS AGREEMENT

## PART 2 – COMMUNICATION, CONSULTATION & DISPUTE RESOLUTION

### 9. IMPLEMENTATION OF CHANGE

- 9.1 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 employees, the employer will advise the affected employees 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 employees 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 of any change.
- 9.2 The employer will regularly consult with affected employees and their chosen representative, including CPSU representative and give prompt consideration to matters raised by the employees and their chosen representative, including CPSU representative and where appropriate provide training for the employees to assist them to integrate successfully into the new structure.
- 9.3 In accordance with this clause, the employees 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 employees and their chosen representative, including CPSU representative if the employer does not accept its proposals.
- 9.4 Indicative reasonable timeframes are as follows:

STEP 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

- 9.5 Any dispute concerning the Parties' obligations under this clause shall be dealt with in accordance with clause 10 (Disputes & Grievances).

### 10. DISPUTES AND GRIEVANCES

#### 10.1 Resolution of disputes and grievances

- 10.1.1 Unless otherwise provided for in this agreement, a dispute or grievance about a matter arising under this agreement, other than termination of employment, must be dealt with in accordance with this clause.
- 10.1.2 This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed workplace agreement.
- 10.1.3 A person bound by this agreement may choose to be represented at any stage by a representative, including a union representative or employer's organisation.

#### 10.2 Obligations

- 10.2.1 The parties to the dispute or grievance and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

## PARLIAMENTARY OFFICERS AGREEMENT

10.2.2 Whilst a dispute or grievance 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.

10.2.3 No person bound by the agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

### 10.3 Agreement and dispute settlement facilitation

10.3.1 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 his or her 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:

10.3.1.1 investigating the circumstances of a dispute or an alleged breach of this Agreement;

10.3.1.2 endeavouring to resolve a dispute arising out of the operation of the Agreement; or

10.3.1.3 participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

10.3.2 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.

### 10.4 Discussion of grievance or dispute

10.4.1 The dispute or grievance must first be discussed by the aggrieved employee(s) with the immediate supervisor of the employee(s).

10.4.2 If the matter 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.

### 10.5 Internal Process

10.5.1 If any party to the dispute or grievance who is bound by the agreement refers to the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process.

10.5.2 If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be dealt with in accordance with the processes set out below.

10.5.3 If the matter is not settled, the employer or a union bound by the agreement and chosen as the employee representative may apply to the Australian Industrial Relations Commission (AIRC) to have the dispute or grievance dealt with by conciliation.

10.5.4 Any internal process must be conducted in accordance with the principles of natural justice and procedural fairness. As part of an internal process, the Parties to the dispute or grievance may agree to involve a mutually agreed independent person to assist in resolution of the dispute or grievance. Agreement will not unreasonably be withheld.

### 10.6 Disputes of a Collective Character

10.6.1 The parties bound by the Agreement acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to the AIRC.

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

### 10.7 Conciliation

10.7.1 Where a dispute or grievance is referred for conciliation, a member of the AIRC shall do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on terms for the settlement of the dispute or grievance.

10.7.2 This may include arranging:

(a) conferences of the parties to the dispute or their representatives presided over by the member; and

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

## PARLIAMENTARY OFFICERS AGREEMENT

10.7.3 Conciliation before the AIRC shall be regarded as completed when

- (a) the parties to the dispute have reached agreement on the settlement of the grievance or dispute; or
- (b) the member of the AIRC conducting the conciliation has, either of his or her own motion or after an application by either party, satisfied himself or herself that there is no likelihood that within a reasonable period further conciliation will result in a settlement; or
- (c) the parties to the dispute have informed the AIRC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

### 10.8 Arbitration

10.8.1 If the dispute or grievance has not been settled when conciliation has been completed, either party may request that the AIRC proceed to determine the dispute or grievance by arbitration.

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

10.8.3 Subject to clause 10.8.4 below, the determination of the AIRC is binding upon the persons bound by this Agreement

10.8.4 An appeal lies to a Full Bench of the AIRC, with the leave of the Full Bench, against a determination of a single member of the AIRC made pursuant to this clause.

### 10.9 General powers and procedures of AIRC

10.9.1 Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the AIRC may:

10.9.1.1 determine matters of procedures if section 110 of the *Workplace Relations Act 1996* applied to the proceedings;

10.9.1.2 exercise the powers set out in section 111 of the *Workplace Relations Act 1996*, to the extent relevant, as if section 111 applied to the proceedings; and

10.9.1.3 in the course of dealing with a matter by arbitration make an interim recommendation at any stage in the process prior to the final determination of the dispute by arbitration.

### 10.10 Publication and privacy obligations during disputes

10.10.1 In accordance with the provisions of section 712 of the *Workplace Relations Act 1996* and more particularly section 712(2)(b) the parties to the dispute, subject to the preservation of any duties of confidence, commercial or otherwise and to any requirements for in-camera hearings due to security or other concerns, consent to and empower the AIRC at its discretion to publicly disclose any recommendations or decision it has reached in order to resolve in whole or in part any dispute under this Agreement.

## 11. WORKLOAD

11.1 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.

11.2 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 overtime where:

11.2.1 such work is unavoidable because of work demands and the sittings of the House;

11.2.2 reasonable notice of the requirement to work overtime is given by the employer; or

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

11.3 When an employee is required by the employer to work overtime the employee must be compensated in accordance with the appropriate overtime clause where the employee is covered by the provisions of such a clause.

11.4 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.

## **PARLIAMENTARY OFFICERS AGREEMENT**

11.5 Other than in an emergency, if reasonable notice of the requirement to perform overtime work has not been given by the employer, an employee may refuse overtime work where this would impose personal or family hardship or interfere with the employee's personal commitments.

### **12. CONSULTATIVE COMMITTEE**

12.1 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.

12.2 The parties agree to review the functions, operations, membership and constitution of the Consultative Committee within 6 months of the lodgement of this agreement with the Workplace Authority.

## PARLIAMENTARY OFFICERS AGREEMENT

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

#### 13. EMPLOYMENT CATEGORIES AND ENTITLEMENTS

##### 13.1 Basis of Employment

13.1.1 Employees may be employed on:

- (a) Ongoing basis
- (b) Fixed term basis
- (c) Casual basis
- (d) Parliamentary term basis
- (e) Sessional basis

##### 13.2 Categories of Employment

13.2.1 Employees may be employed as:

- (a) Category A
- (b) Category B
- (c) Category C

As defined in sub-clauses 3.3, 3.4 and 3.5 of this Agreement

13.2.2 An employee's employment category shall not be altered other than:

13.2.2.1 by 28 days notice and consultation with the employee during a non-sitting period; or

13.2.2.2 by mutual agreement during a sitting period; or

13.2.2.3 when a sitting year is not divided into sitting periods, by 3 months notice during a sitting year and consultation with the employee.

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

##### 13.3 Job Information

13.3.1 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.

13.3.2 A fixed term employee must be provided in writing or electronically the reason for their fixed term employment consistent with clause 13.7.

13.3.3 An employee's employment statement will not be changed without prior consultation with the employee concerned. The changes will be confirmed in writing.

13.3.4 The employee will carry out the duties described in the job statement and such other duties as directed, consistent with their skills and classification descriptors.

13.3.5 The employer will provide the employee with a copy of this Agreement.

13.3.6 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.

##### 13.4 Probationary Period - New Employee

13.4.1 The employer may appoint a new employee on a probationary basis.

13.4.2 The period of probation shall be a reasonable period having regard to the nature of the position, but, subject to sub-clause 13.4.4, shall be no more than 3 months.

13.4.3 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.

## PARLIAMENTARY OFFICERS AGREEMENT

13.4.4 A probationary employee's employment may be terminated by the employer during the employee's probationary period by giving two weeks 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 *Workplace Relations Regulations 2006*).

13.4.5 Unless the employment is terminated earlier in accordance with sub-clause 13.4.5, 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.

13.4.6 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.

### 13.5 Part-Time Employment

13.5.1 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 hours worked.

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

13.5.2.1 where the employee works from home by agreement with the employer; or

13.5.2.2 in exceptional circumstances with the agreement of the employee.

13.5.3 Part-time employment is worked only by agreement between the employee and the employer, where that agreement includes an agreed roster specifying:

13.5.3.1 the days in each fortnight on which the employee will work;

13.5.3.2 the start and finish times on the days upon which the employee will work;

13.5.3.3 the number of hours the employee will work on each day he or she works; and

13.5.3.4 agreed processes for the variation of hours of work.

13.5.4 Such agreed rostered hours shall be considered the employee's ordinary hours.

### 13.6 Casual Employment – When It May Be Used

13.6.1 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.

13.6.2 Therefore, the employment of casuals in all areas covered by this Agreement is limited to meeting short-term work demands or specialist skill requirements which are not continuing and would not be anticipated to be met from existing staffing levels.

13.6.3 Casual employment will be for not less than 3 consecutive hours in any day worked except:

13.6.3.1 where the employee works from home by agreement with the employer; or

13.6.3.2 in exceptional circumstances.

13.6.4 Except as expressly provided for, all other provisions of this Agreement shall apply to casual employees.

### 13.7 Fixed Term Employment – When It May Be Used

13.7.1 The use of fixed term contract positions will not be for the purpose of undermining the job security or conditions of ongoing employees.

13.7.2 Therefore, the use of fixed term employment in all areas covered by this Agreement is limited to:

13.7.2.1 replacement of staff proceeding on approved leave;

13.7.2.2 meeting fluctuating client and staffing needs and unexpected increased workloads;

13.7.2.3 undertaking a specified task which is funded for a specified period;

13.7.2.4 filling a vacancy resulting from an employee undertaking a temporary assignment or secondment; or

13.7.2.5 temporarily filling a vacancy where, following an appropriate selection process, a suitable ongoing employee is not available.

## PARLIAMENTARY OFFICERS AGREEMENT

13.7.3 Subject to clause 49 (parental leave), appointment by the employer on the basis of fixed term contract(s) of employment shall be limited to a maximum of three years.

### 13.8 Parliamentary Term Employment

13.8.1 The provisions of clause 13.8 will apply specifically to the positions of Advisors currently attached to the Presiding Officers.

13.8.2 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.

13.8.3 The relevant Presiding Officer may extend the term of employment of a Parliamentary Term employee.

13.8.4 Subject to sub-clauses 13.8.2, a Parliamentary Term employee may be reappointed.

13.8.5 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 13.8.2 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

### 13.9 Sessional Employment

13.9.1 Reporters, Subeditors and Audio Monitors may be employed on a sessional basis to meet the specific requirements of sitting periods and/or sitting years.

13.9.2 Audio Monitors will be employed during weeks when the Legislative Council sits in a given sitting period and or/sitting year.

13.9.3 Reporters and Subeditors employed on a sessional basis will be paid a minimum 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.

13.9.4 Audio Monitors employed on a sessional basis will be paid a minimum 24 hours per week for each sitting week worked.

13.9.5 Sessional employees will be offered two methods of payment, either:

13.9.5.1 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, recreation leave and leave loading, sick leave, paid parental leave, compassionate leave, carer's leave, jury service, defence force leave and in lieu of any payment of overtime, penalty rates or allowance instead of overtime; or

13.9.5.2 a loading of 10.05% in addition to the hourly rate for the corresponding full-time position, with accrued recreation leave entitlements being paid out in full at the end of each sitting period.

13.9.6 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.

13.9.7 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.

## 14. TERMINATION OF EMPLOYMENT

### 14.1 Termination by Employer

14.1.1 The provisions of the *Workplace Relations Act 1996* section 659 apply.

14.1.2 Subject to this Agreement the employer may only terminate the employment of an employee for the reasons outlined in the *Parliamentary Administration Act 2005*, section 29.

## PARLIAMENTARY OFFICERS AGREEMENT

### 14.2 Notice of termination by Employer

14.2.1 In order to terminate the employment of an employee the employer must give to the employee the following notice period:

EMPLOYEES PERIOD OF CONTINUOUS	MINIMUM PERIOD OF NOTICE
Not more than one year	At least one week
Between one to three years	At least two weeks
More than three years but not more than five years	At least three weeks
More than five years	At least four weeks

14.2.2 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.

14.2.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

14.2.4 In calculating any payment in lieu of notice, 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 will be used.

14.2.5 The period of notice in this clause will not apply in the case of dismissal for conduct that justifies instant dismissal.

### 14.3 Employee Resignation

14.3.1 An employee, other than a probationary employee, may resign at any time by giving the following period of written notice to the employer:

EMPLOYEES PERIOD OF CONTINUOUS	MINIMUM PERIOD OF NOTICE
Not more than one year	One week
More than one year	Two weeks

### 14.4 Abandonment of employment

14.4.1 If an employee is absent for more than 20 working days:

14.4.1.1 in circumstances where the employer could not reasonably, after due enquiry, have been aware of any reasonable grounds for the absence; and

14.4.1.2 without the permission of the employer; and

14.4.1.3 without contacting the employer to provide an explanation for the absence 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.

### 14.5 Statement of Employment

14.5.1 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.

14.5.2 Where the employer terminates an employee's employment, the employer must, at the employee's request, provide a written statement of the reasons for dismissal.

### 14.6 Rights not limited

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

## 15. COSTS OF EMPLOYMENT RELATED LEGAL PROCEEDINGS

15.1 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.

15.2 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 not unreasonably withhold agreement to meet the employee's reasonable legal costs relating to the defence of such proceedings.

## PARLIAMENTARY OFFICERS AGREEMENT

- 15.3 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 not unreasonably withhold agreement to meet the employee's reasonable legal costs in obtaining the order or other remedy.
- 15.4 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.

## 16. HOME BASED WORK

- 16.1 Home based work arrangements may be agreed between the employer and an employee on a case by case basis.

## 17. REDEPLOYMENT

- 17.1 **Redeployment Process** - The following redeployment provisions will apply to ongoing employees identified as surplus to the requirements of the Parliament of Victoria in accordance with the *Parliamentary Administration Act 2005*, Section 29. In managing surplus employees, the Department Heads recognise their obligations and commit to placing surplus employees into vacancies for which they are suitable. Surplus staff are to commit to participate in the redeployment process in good faith.

- 17.2 Preparation for redeployment is to occur within 2 weeks of identification of a surplus employee by the Department Head. The formal 3 month redeployment process will comprise the following:

- 17.2.1 the employer is to appoint a case manager for each surplus employee;
- 17.2.2 the case manager will undertake a skills audit of the surplus employee;
- 17.2.3 the case manager will organise and the surplus employee will participate in CV preparation and interview skills training;
- 17.2.4 the case manager and the surplus employee are to agree job search criteria (duties, location, classification);
- 17.2.5 the case manager will provide feedback to the surplus employee after a referral or interview;
- 17.2.6 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; and
- 17.2.7 a valid offer involves an offer of duties to a suitably qualified surplus employee (which may be at the same or different level or status or the same or different general location as the surplus employees previous employment).

### 17.3 Assignment or transfer to a suitable vacancy

- 17.3.1 An assignment to an internal ongoing vacancy or transfer to an ongoing role in another agency completes the redeployment process.
- 17.3.2 An assignment/secondment to a specific term vacancy requires that the case manager and surplus employee will continue to pursue ongoing vacancies during the placement.
- 17.4 **Termination** - If redeployment is not achieved at the end of 3 months, employment will be terminated and the surplus employee will be provided with the current VPS retrenchment package.

### 17.5 Employee safeguards

- 17.5.1 There will be minimum period for redeployment of 3 months unless agreed otherwise.
- 17.5.2 Placement in a specific term vacancy of up to 3 months temporarily stops the redeployment process.
- 17.5.3 There will be salary maintenance for up to 6 months where the redeployee is placed by mutual agreement in a lower classified vacancy in an ongoing capacity. Salary maintenance is for the base salary and will not include retaining employment conditions of other categories such as commuted allowance and extended leave arrangements for Category A and B staff.
- 17.5.4 Appropriate communication will be maintained with the employee and their chosen representative including a CPSU representative during the redeployment process,
- 17.5.5 Parliament of Victoria's grievance processes are available and are to be managed expeditiously in relation to issues raised by surplus employees. Where the grievance processes as per clause 10 of this agreement are utilised:
- 17.5.5.1 all time frames continue unless the AIRC recommends that specific timeframes are suspended in which case AIRC recommendations will apply; and

## PARLIAMENTARY OFFICERS AGREEMENT

### 18. DISCIPLINE

- 18.1 Application** - Subject to applicable Victorian or Federal legislation, any disciplinary action will be consistent with this clause. The employer is not obliged to comply with this clause in respect of:
- 18.1.1 casual employees;
  - 18.1.2 employees who are subject to a probationary period of employment; or
  - 18.1.3 subject to disciplinary action arising from serious misconduct.
- 18.2 Procedural fairness to apply** - For matters involving unsatisfactory work performance or behaviour, disciplinary action will be consistent with the principles of procedural fairness. Before commencing formal disciplinary processes, the employer must:
- 18.2.1 tell the employee the purpose of the meeting;
  - 18.2.2 provide the employee with a copy of the formal disciplinary process to be followed;
  - 18.2.3 provide a reasonable opportunity for the employee to seek advice from a representative before the disciplinary procedure commences; and
  - 18.2.4 allow the employee the opportunity to provide details of any mitigating circumstances.
- 18.3 Initiating Action** - The employer must invoke disciplinary action in accordance with the process below. The employer may commence action at any stage of the process depending on the severity of the behaviour.
- 18.4 First stage** - The first stage is counselling the employee. The employer must:
- 18.4.1 advise the employee of the unsatisfactory work performance or behaviour;
  - 18.4.2 outline the standard required of the employee;
  - 18.4.3 provide the employee with an opportunity to respond; and
  - 18.4.4 once the employee has had an opportunity to respond to the issues raised in the counselling session, the employee will be given a period of time to improve. The employee will be advised of any consequences of not meeting the required standard.
- 18.5 Second stage** - The second stage will occur if the employee continues to engage in unsatisfactory work performance or behaviour, or does not demonstrate sufficient improvement. At this stage the employee will be given a formal written warning by the employee's manager.
- 18.5.1 The warning must indicate:
    - 18.5.1.1 what is expected of the employee;
    - 18.5.1.2 where and how the employee is not meeting this expectation; and
    - 18.5.1.3 the consequences of failure to improve.
  - 18.5.2 The written warning will be placed on the employee's personnel file.
  - 18.5.3 At this stage the employee can request a support person of their choice which may be a CPSU representative to attend the meeting.
- 18.6 Third stage** - The third stage is the final warning. The employee will be informed in writing that if there is a repetition or continuation of the offending work performance or behaviours, the employee may be dismissed. The final warning will be placed on the employee's personnel file.
- 18.7 Fourth stage** - The fourth stage is termination of employment if the employee continues to engage in unsatisfactory work performance or behaviour following the issue of a final warning.

## PARLIAMENTARY OFFICERS AGREEMENT

### PART 4 - SALARIES AND RELATED MATTERS

#### 19 CLASSIFICATION and SALARY

##### 19.1 General

- 19.1.1 Positions will be classified within Grades 1 to 6 or the Senior Technical Specialist Grade based on work value,
- 19.1.2 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 19.4.
- 19.1.3 Employees will be employed within one of these Grades and Value Ranges based on work requirements in accordance with the Grade Standard Descriptors and the Classification and Value Range Standard Descriptors.

##### 19.2 Movement Between Value Ranges

- 19.2.1 Employees and/or positions can move between Value Ranges.
- 19.2.2 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.

##### 19.3 Classification and Salary on Appointment

- 19.3.1 Employees will be appointed to a Grade and Value Range based on work requirements in accordance with the Grade Standard Descriptors and the Classification and Value Range Standard Descriptors.
- 19.3.2 In determining whether to recruit an employee above the base salary point of the relevant Value Range, the employer will have regard to the following matters
  - 19.3.2.1 an assessment of whether the existing remuneration of the individual would require paying above the base;
  - 19.3.2.2 for Grades 1 to 4, appointment will be to a progression step within the relevant Value Range; and
  - 19.3.2.3 the gender equity effects of appointment.

PARLIAMENTARY OFFICERS AGREEMENT

19.4 Parliamentary Officer Salary with effect from date of lodgement of submission proposal to IRV for approval

	PROGRESSION STEPS/SALARY POINTS	Date of lodgement of submission proposal to IRV for approval (1.5%)	RANGE & PDP AMOUNT	18 <sup>th</sup> August 2008 (3%)	RANGE & PDP AMOUNT
GRADE 1	Grade 1.1	\$31,325	\$31,325- \$35,96	\$32,265	\$32,265 - \$37,040
	Grade 1.2	\$31,789		\$32,743	
	Grade 1.3	\$32,484		\$33,459	
	Grade 1.4	\$33,179		\$34,175	
	Grade 1.5	\$33,876		\$34,892	
	Grade 1.6	\$34,571		\$35,608	
	Grade 1.7	\$35,266		\$36,324	
	Grade 1.8	\$35,961		\$37,040	
GRADE 2	Grade 2.1.1	\$37,121	\$37,121 - \$47,670	\$38,235	\$38,235 - \$49,101
	Grade 2.1.2	\$37,874		\$39,010	
	Grade 2.1.3	\$38,628		\$39,787	
	Grade 2.1.4	\$39,382		\$40,564	
	Grade 2.1.5	\$40,135		\$41,339	
	Grade 2.1.6	\$40,889		\$42,116	
	Grade 2.1.7	\$41,643		\$42,892	
	Grade 2.1.8	\$42,396		\$43,668	
	Grade 2.2.1	\$43,149		\$44,443	
	Grade 2.2.2	\$43,903		\$45,220	
	Grade 2.2.3	\$44,657		\$45,996	
	Grade 2.2.4	\$45,410		\$46,772	
	Grade 2.2.5	\$46,163		\$47,547	
	Grade 2.2.6	\$46,918		\$48,325	
	Grade 2.2.7	\$47,670		\$49,101	
	GRADE 3	Grade 3.1.1		\$48,714	
Grade 3.1.2		\$49,757	\$51,250		
Grade 3.1.3		\$50,801	\$52,325		
Grade 3.1.4		\$51,844	\$53,399		
Grade 3.1.5		\$52,887	\$54,474		
Grade 3.1.6		\$53,931	\$55,549		
Grade 3.2.1		\$54,974	\$56,623		
Grade 3.2.2		\$56,018	\$57,698		
Grade 3.2.3		\$57,061	\$58,773		
Grade 3.2.4		\$58,104	\$59,847		
Grade 3.2.5		\$59,148	\$60,922		
GRADE 4		Grade 4.1	\$60,307	\$60,307 - \$68,424	\$62,116
	Grade 4.2	\$61,660	\$63,510		
	Grade 4.3	\$63,012	\$64,903		
	Grade 4.4	\$64,365	\$66,296		
	Grade 4.5	\$65,718	\$67,690		
	Grade 4.6	\$67,072	\$69,084		
	Grade 4.7	\$68,424	\$70,477		
GRADE 5	Grade 5.1	\$69,584 - \$76,886	\$2087 PDP	\$71,671 - \$79,193	\$2149 PDP
	Grade 5.2	\$76,887 - \$84,190		\$79,194 - \$86,716	
GRADE 6	Grade 6.1	\$85,350 - \$99,782	\$2634 PDP	\$87,910 - \$102,776	\$2713 PDP
	Grade 6.2	\$99,783 - \$114,216		\$102,777 - \$117,642	
Senior Technical Specialist	Senior Technical Specialist 7.1	\$115,928 - \$129,839	\$4325 PDP	\$119,405 - \$133,734	\$4455 PDP
	Senior Technical Specialist 7.2	\$129,841 - \$143,750		\$133,736 - \$148,062	
	Senior Technical Specialist 7.3	\$143,751 - \$157,661		\$148,063 - \$162,391	

## PARLIAMENTARY OFFICERS AGREEMENT

### 20. PROGRESSION WITHIN A VALUE RANGE

#### 20.1 Progression Steps and Amounts

- 20.1.1 Within each Value Range of Grades 1 - 4 there are progression steps (expressed as salary points) as detailed in clause 19.4.
- 20.1.2 Within Grades 5 to the Senior Technical Specialist Grade there are standard progression amounts as detailed in clause 19.4.
- 20.1.3 The progression amounts are expressed in terms of dollars and are common to all employees within a given Grade/Value Range.
- 20.1.4 Progression steps or amounts within Value Ranges are not points of defined work value.
- 20.1.5 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 "meeting the progression criteria".

#### 20.2 Progression Cycle and Review

- 20.2.1 The progression cycle is 12 months (1 July to 30 June)
- 20.2.2 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.
- 20.2.3 The progression criteria for an individual are to be identified using a combination of the performance standards appropriate for the applicable Grade and Value Range as outlined in clause 20.3 (Performance Standards).
- 20.2.4 All employees can expect continuous feedback about their performance throughout the progression cycle with their supervisor or manager.
- 20.2.5 A performance review is undertaken at the end of each progression cycle. Performance against the progression criteria is assessed at that time.
- 20.2.6 Access to progression will not be available if an employee has been in his or her role for less than three months at the time the performance review is undertaken.

#### 20.3 Performance Standards

- 20.3.1 The performance standards detailed below must be weighted and combined, appropriate to the role, to make up an individual's "progression criteria".
- 20.3.2 Where "skills acquired" is a performance standard, management should facilitate the individual's ability to undertake appropriate learning and development.
- 20.3.3 No disadvantage will accrue to employees where learning and development opportunities are not available.
- 20.3.4 **Performance standards for Grades 1 to 2:**
  - (a) skills acquired through learning and development, skills applied;
  - (b) professionalism;
  - (c) effectively carry out the requirements of the role; and
  - (d) recognised experience and efficiency acquired through the job.
- 20.3.5 **Performance standards for Grade 3:**
  - (a) learning and development, skills applied;
  - (b) professionalism;
  - (c) display responsibility in the role; and
  - (d) recognised experience and efficiency acquired through the job.
- 20.3.6 **Performance standards for Grades 4 to Senior Technical Specialist:**
  - (a) learning and development;
  - (b) achieving the performance targets; and
  - (c) leadership and/or management professionalism. (Leadership will reflect high professional standards for operational or technical staff who do not exercise discrete management functions).

## PARLIAMENTARY OFFICERS AGREEMENT

20.3.7 The Parties acknowledge 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 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.

20.3.8 Central to the progression will be the need for managers and employees to identify 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.

## 21. SALARY INCREASES

21.1 Employees employed by the employer as at, or after the date of lodgement of submission of proposal to Industrial Relations Victoria (IRV) for approval, will receive the following salary increases. The 1.5% increases will apply to the base salary actually paid as at 31 August 2007, or in the case of employees engaged on or after 1 September 2007, the base salary as at 31 August 2007 that was equivalent to the current classification.

DATE OF EFFECT	PERCENTAGE INCREASE
Date of lodgement of submission of proposal to IRV for approval	1.5%
18 <sup>th</sup> August 2008	3%

21.2 Effective from each date specified in clause 21.1, the salary ranges applicable to the VPS Officer Classification structure are set out in Clause 19.4.

21.3 Increases to salary caps for certain entitlements

21.3.1 Where eligibility for any Employee entitlement is to be calculated by reference to a rate of pay, then the rate of pay applicable as at 31 August 2007 will be increased by the same increases and from the same operative dates as provided for in clause 21.1.

## 22. CASUAL EMPLOYEES - LOADING

22.1 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, recreation leave and leave loading, sick leave, purchased leave, extended leave scheme, paid parental leave, compassionate leave, carer's leave, jury service, accident make-up pay, and defence reserves leave.

22.2 For as long as a casual employee is covered by the Agreement, the casual loading that is payable to a casual employee will not be less than the default casual loading provided by Division 2 of Part 7 of the *Workplace Relations Act 1996*.

## 23. SUPPORTED WAGE SYSTEM

23.1 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"*.

## 24. PAYMENT OF SALARIES

24.1 For so long as an employee is subject to the agreement, the employer will provide a basic periodic rate of pay that is at least equal to:

24.1.1 if the employee is within a work classification that, immediately before the commencement of subsection 4(7) of the *Commonwealth Powers (Industrial Relations) Act 1996* of Victoria;

24.1.1.1 was a declared work classification under the *Employee Relations Act 1992* of Victoria; or

24.1.1.2 had been declared by the Employee Relations Commission of Victoria to be an interim work classification – the basic periodic rate of pay attaching to that classification.

24.1.2 if the employee is not within such work classification and is a junior employee, an employee with a disability or an employee to whom a training arrangement applies – the rate of pay specified in, or worked out in accordance

## PARLIAMENTARY OFFICERS AGREEMENT

with a method specified in, the *Workplace Relations Regulations 2006*.

- 24.1.3 if the employee is not within such work classification and is not a junior employee, an employee with a disability or an employee to whom a training arrangement applies – the standard Federal Minimum Wage.
- 24.2 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.
- 24.3 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.
- 24.4 Employees must be provided either in writing or electronically, with details of each pay regarding the make up of their remuneration and any deductions.
- 24.5 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*.

## 25. SALARY PACKAGING

- 25.1 An employee may enter into a salary packaging arrangement with his or her employer using pre-tax salary in respect of superannuation, a novated lease on a vehicle and/or the payment of medical benefits insurance. In the case of salary sacrifice to State Government defined benefit superannuation schemes, arrangements must comply with State Legislation.
- 25.2 The employer may also agree to offer employees access to a broader range of salary packaged benefits. The additional benefits which may be packaged under such arrangements are:
- mobile telephones;
  - computers (note book and lap top only);
  - membership fees and subscriptions to professional associations;
  - home office expenses;
  - financial counselling fees;
  - disability/income protection insurance premiums; and
  - self education expenses
- 25.3 All costs associated with salary packaging (such as Fringe Benefits tax), including administrative costs, are to be met from the salary of the participating employee.

## 26. INCREASE TO ALLOWANCES

### 26.1 General provisions

- 26.1.1 Work or conditions allowances will be paid by the employer subject to the employee meeting the requirements for receipt of the allowance.
- 26.1.2 Allowances expressed as a percentage of salary shall be adjusted to reflect the salary increases provided for in clause 21.1.
- 26.1.3 Reimbursement-related allowances shall be adjusted to reflect the salary increases provided for in clause 21.1.

### 26.2 First aid allowance

- 26.2.1 Where an employee, in addition to his or her normal duties, agrees to be appointed by the employer to perform first aid duties:
- 26.2.1.1 the employee must hold a current first aid certificate issued by St John Ambulance Australia or an equivalent qualification;
- 26.2.1.2 the employee will be paid an annual allowance payable in fortnightly instalments; and
- 26.2.1.3 this allowance will be as follows:

EFFECTIVE DATE	AMOUNT PER ANNUM
Date of lodgement of submission of proposal to IRV for approval	\$449
18 <sup>th</sup> August 2008	\$463

## PARLIAMENTARY OFFICERS AGREEMENT

26.2.2 The employer must reimburse any additional costs incurred by the employee in obtaining and maintaining the first aid qualification.

### 26.3 Higher duties allowance

26.3.1 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.

26.3.2 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.

26.3.3 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.

26.3.4 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.

### 26.4 Language allowance

26.4.1 Where the employee, in addition to his or her normal duties, agrees to be appointed by the employer to use their skills in a second language to assist members of the public who have low English proficiency:

26.4.1.1 the employee must hold a current accreditation from the National Accreditation Authority for Translators and Interpreters (NAATI); and

26.4.1.2 the employee will be paid an annual allowance payable in fortnightly instalments as follows:

LEVEL	AMOUNT PER ANNUM
Language aide accreditation	\$800
Paraprofessional interpretation accreditation	\$1,100
Interpreter accreditation or higher	\$1,500

26.4.2 These rates will not be adjusted over the life of this Agreement.

26.4.3 The employer will pay the cost of the NAATI pre-testing workshop.

26.4.4 The employer will also meet the cost of the NAATI test, up to two times per individual per level of accreditation.

26.4.5 The employee must apply annually for renewal of the allowance. The employer will assess the employee's application to determine whether the employer still requires the employee to perform interpreting duties.

## 27. ALLOWANCES – REIMBURSEMENT OF EXPENSES

### 27.1 General provisions

27.1.1 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.

27.1.2 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.

27.1.3 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.

### 27.2 Allowable expenses include:

27.2.1 Travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location.

27.2.2 Expenses incurred in using private mobile and home phones in accordance with clause 27.3.

27.2.3 Expenses incurred in using private vehicles in accordance with clause 27.4.

### 27.3 Private mobile and home phone use

27.3.1 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.

27.3.2 The employee must obtain the prior approval of the employer before using their private mobile or home phone during the course of their employment.

## PARLIAMENTARY OFFICERS AGREEMENT

27.3.3 Following use, the employee must submit an itemised statement of the calls made and their cost.

### 27.4 Private motor vehicle use

27.4.1 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.

27.4.2 The employee must obtain the prior approval of the employer before using their private motor vehicle during the course of their employment.

27.4.3 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.

27.4.4 The rates payable in respect of motor kilometre costs will be the rates determined by the Australian Tax Office from time to time.

### 27.5 Expense claims

27.5.1 An employee must submit official receipts as soon as practical 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 27.4.3.

27.5.2 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.

27.6 The employer will pay the employee monies 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.

27.7 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.

## 28. MEAL ALLOWANCE

28.1 An employee who is authorised to work in excess of 8.6 hours, before 7.30am or past 6.00pm, Monday to Friday will be entitled to a meal break for which a meal allowance will be payable. An additional meal allowance shall be payable after the completion of each additional 4 hours work, provided the employee is required to work beyond the fourth hour.

EFFECTIVE DATE	AMOUNT PER ANNUM
Date of lodgement of submission of proposal to IRV for approval	\$20.24
18 <sup>th</sup> August 2008	\$20.85

28.2 An employee required to work overtime on a Saturday, Sunday or Public Holiday shall be entitled to a meal break and meal allowance after five hours continuous work, provided the employee is required to work beyond the fifth hour.

## 29. SITTING ALLOWANCE

29.1 Where, as a consequence of the sitting of either House, an employee classified between Grades 1 and 4 inclusive 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.

EFFECTIVE DATE	AMOUNT PER ANNUM
Date of lodgement of submission of proposal to IRV for approval	\$71.02
18 <sup>th</sup> August 2008	\$73.15

## 30. EXTENDED DUTY ALLOWANCE

30.1 Where, as a consequence of the sitting of either House, a Category A and B employee classified as Grade 5 or 6 is required to continue to

30.1.1 work more than 12 consecutive hours (excluding meal breaks); or

30.1.2 continue to work beyond 11.30pm.

the employer shall pay the employee an extended duty allowance for compliance with either clause 30.1.1 or 30.1.2

## PARLIAMENTARY OFFICERS AGREEMENT

EFFECTIVE DATE	AMOUNT PER ANNUM
Date of lodgement of submission of proposal to IRV for approval	\$148.50
18 <sup>th</sup> August 2008	\$152.96

30.2 In relation to each claim for payment, an employee is only eligible to receive one payment for satisfying either 30.1.1 or 30.1.2.

### 31. EXCESS TRAVELLING TIME

31.1 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.

31.2 Time off in accordance with the provisions of this clause shall be granted:

31.2.1 at a time convenient to the employer, having regard to the operation of the Parliament;

31.2.2 only in respect of that time spent outside the employee's ordinary hours of duty;

31.2.3 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

31.2.4 only to employees whose salary does not exceed that prescribed for Grade 5.

### 32. SUPERANNUATION

32.1 The employee will be offered by the employer membership of a complying superannuation fund for the purposes of the *Superannuation Industry (Supervision) Act 1993* (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*.

## PART 5 – WORKING HOURS AND RELATED MATTERS

### 33. HOURS OF WORK

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

33.1.1 The ordinary hours of work for Category A and B employees during a sitting week shall be 40 hours per week, being 8 hours 36 minutes per sitting day with the balance averaged over the non-sitting days.

33.1.2 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:

33.1.2.1 7.30am and 7.30pm, Monday to Friday;

33.1.2.2 8.00am and 8.00pm Monday to Friday; or

33.1.2.3 such other hours as are mutually agreed

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

33.2.1 The ordinary hours of work for Category A and B employees during a non-sitting week shall be 35 hours per week, being 7 hours per day.

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

#### 33.3 Category C Employees

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

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

33.3.2.1 7.00am and 7.00pm, Monday to Friday; or

33.3.2.2 6.00am and 6.00pm, Monday to Friday for Category C employees, employed in the Grounds and Maintenance Services unit.

#### 33.4 Spread of Hours

33.4.1 **Flexible Arrangement of Hours of Work:** 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.

33.4.2 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 10.

33.4.2.1 The employer must not require an employee to:

33.4.2.1.1 perform ordinary hours of work outside the times of 7.00 am to 7.00 pm on any weekday (the "span of hours"); or

33.4.2.1.2 perform ordinary hours of work on Saturdays, Sundays or Public Holidays.

33.4.3 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.

### 34. OVERTIME

34.1 Overtime means the hours worked, at the direction of the employer, which are in addition to an employee's ordinary daily hours of work on any day established in accordance with clause 33.

#### 34.2 Reasonable Hours of Work

34.2.1 Subject to clause 34.2.2, the employer may require an employee to work reasonable overtime at overtime rates.

## PARLIAMENTARY OFFICERS AGREEMENT

34.2.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (a) any risk to the employee's health and safety;
- (b) the employee's personal circumstances including family responsibilities;
- (c) the needs of the workplace;
- (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

34.2.3 The Parties to this agreement accept that on sitting days, Category A and B staff will work overtime as required except in the case of matters of pressing necessity.

### 34.3 Requirement to pay overtime

34.3.1 An employee who works overtime must be paid at the appropriate overtime rate specified in sub-clauses 34.5, 34.6 and 34.7 below. Exceptions are provided at clause 34.4 below.

34.3.2 An employee, may request that time be granted in lieu of payment. If the employer agrees, time in lieu of payment will accrue at the rate specified in clause 34.8 below.

### 34.4 Exceptions

34.4.1 Clause 34.3 does not apply to employees:

- (a) classified at Grade 5 or higher; or
- (b) 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 34.11; or
- (c) subject to Parliament of Victoria's specific overtime conditions (see clause 34.7); or
- (d) where overtime compensation is incorporated into total remuneration or a commuted overtime allowance is paid.

### 34.5 Overtime – Rates of payment

34.5.1 Where an employee is paid for overtime work pursuant to clause 34.3 the following overtime rates will be paid:

34.5.2 **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.

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

#### 34.5.4 Public Holidays

34.5.4.1 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.

34.5.4.2 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.

34.5.4.3 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.

34.5.4.4 In addition to clauses 34.5.4.1 to 34.5.4.3 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:

- (a) performs ordinary duty on that day;
- (b) performs work outside the normal hours of duty on that day

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.

## PARLIAMENTARY OFFICERS AGREEMENT

34.5.4.5 In addition to clauses 34.5.4.1 to 34.5.4.3 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:

- (a) falls on a Public Holiday; and
- (b) the employee is required to perform duty on the rostered day off

payment will be at the rate of double time and a half of the ordinary rate.

### 34.6 Overtime – Calculation formulae

34.6.1 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 Grade 3, Value Range 1 as follows:

#### 34.6.1.1 Time and a half rate

FORTNIGHTLY SALARY	x 3
FORTNIGHTLY ORDINARY HOURS OF DUTY	2

#### 34.6.1.2 Double time rate

FORTNIGHTLY SALARY	x 2
FORTNIGHTLY ORDINARY HOURS OF DUTY	1

34.6.1.3 Fortnightly salary will be determined as follows:

ANNUAL SALARY	x 14
365.25	1

### 34.7. Overtime rates for Category A and B Employees

34.7.1 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:

34.7.2 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.

34.7.3 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.

34.7.4 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 34.5.3.

34.7.5 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 34.5.4.

### 34.8. Overtime – Rate of accrual for time in lieu of payment

34.8.1 Where an employee is granted time in lieu of payment for overtime work, the time will accrue on the following basis

34.8.1.1 in the case of overtime worked Monday to Friday – on an hour for hour basis; and

34.8.1.2 in the case of overtime worked on weekends or public holidays – two hours of time in lieu per hour worked.

### 34.9. How does time in lieu apply

34.9.1 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.

34.9.2 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.

34.9.3 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.

## PARLIAMENTARY OFFICERS AGREEMENT

### 34.10 Overtime – minimum period

34.10.1 Employees must be paid (unless time in lieu is agreed) for a minimum of three hours when they are recalled to duty.

### 34.11 Overtime – staff working less than 38 hours a week

34.11.1 A part-time employee, other than a shift worker, must be compensated for overtime in accordance with clause 34.3 for work performed:

- (a) after 38 hours has been worked in any week; or
- (b) outside the span of hours in clause 33; or
- (c) additional hours performed by a part-time Employee which are performed both before 38 hours has been worked in any week, and within the span of hours in clause 33, will be compensated at the employee's ordinary rate.

34.12. **Overtime - Meal Payment** - An employee who is required to work a period of overtime which:

34.12.1 is immediately before or immediately after a scheduled period of ordinary duty and is more than two hours; or

34.12.2 does not immediately follow or immediately precede a scheduled period of ordinary duty;

34.12.3 and which either:

- (a) includes a meal break of not less than 20 minutes taken prior to the completion and not less than four hours after the commencement of the overtime; or
- (b) Where the taking of a meal break is precluded by reason of safety requirements and is not less than four hours;

must be paid the meal payment set out in clause 34.12.5 below.

34.12.4 The meal payment payable to an employee required to work overtime is established in accordance with the rates of payment set out in clause 34.12.5.

34.12.5 The rates of payment for an employee required to work overtime and entitled to a meal payment under clause 34.12 are:

EFFECTIVE DATE	AMOUNT PER ANNUM
Date of lodgement of submission of proposal to IRV for approval	\$20.24
18 <sup>th</sup> August 2008	\$20.85

### 34.13 Rest Period after Overtime

34.13.1 Except in an emergency, an employee must not be required to perform

- (a) a further period of overtime duty; or
- (b) a period of ordinary duty; or
- (c) a further period of scheduled on-call duty, where:

34.13.1(c)(i) either the employee has not been provided with an eight hour rest period between the time of completion of one period of duty and the commencement of the next; or

34.13.1(c)(ii) the employee has not been provided with an eight hour rest period within the preceding 24 hours from the time of the commencement of the on-call duty.

34.13.2 The employer must not make a deduction from normal salary where an employee is released from normal duty to enable the employee to observe a rest break set out above.

34.13.3 An employee required to work, as a result of an emergency situation, during or after a rest period is due, will receive overtime compensation in accordance with this Agreement for all time worked until a rest period of at least eight hours continuous duration is taken.

## 35. COMMUTED OVERTIME

35.1 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.

35.2 The commuted overtime payment shall be the pro rata overtime of the average total payable overtime of the preceding 2 years. The period set out for the "Commuted Overtime Review" during the life of this agreement is:

35.2.1 1<sup>st</sup> January 2007 to 31<sup>st</sup> December 2008.

## **PARLIAMENTARY OFFICERS AGREEMENT**

35.3 The "Commuted Overtime Review" shall be completed within 3 months of the period end date specified in clause 35.2.1.

### **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 and 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. FLEXTIME**

38.1 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.

38.2 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 14 calendar days from the Monday following payday.

38.3 The maximum flex credit or debit that can be carried over between settlement periods is 7 hours 36 minutes.

38.4 Time accrued in excess of 7 hours 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.

38.5 Notwithstanding sub-clause 38.4, an Employee may allocate any flex credit at the end of a settlement period to the Christmas Club.

38.6 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 will be forfeited.

38.7 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.

38.8 The employer will deduct salary for any flex debit still outstanding at the conclusion of the employee's service.

### **39. MAXIMUM DAILY HOURS**

39.1 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.

39.2 The employer shall endeavour to minimise the risk to employee health and safety of working more than 14 consecutive hours without sufficient rest breaks.

39.3 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.

39.4 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.

39.5 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.

## PARLIAMENTARY OFFICERS AGREEMENT

### 40. ON CALL

40.1 The arrangements for on call duty are as follows:

- (a) on call occurs only with the prior approval of the manager;
- (b) only available to Category C employees;
- (c) participating employees must be able to be at Parliament within 60 minutes; and
- (d) employee participation for on call duty will be voluntary.

40.2 For employees able to respond to on call support from home, Parliament will provide the necessary equipment to do so and pay for the operating costs of that equipment.

40.3 If the employee can answer the request from home then the rate is a minimum of three hours or the actual time worked which ever is greater at the rate 1.5 times the staff member's normal hourly rate.

40.4 If the employee has to come to work then the rate is a minimum of 3 hours (including travelling time) or the hours worked which ever is greater at the payment rate of 1.5 times the staff member's normal hourly rate of pay.

40.5 If required to attend in an emergency and is not on call then a minimum of two hours or the actual time worked which ever is the greater at the rate of payment of 2 times the employee's normal rate of pay.

40.6 The On Call allowance will be paid as shown below

EFFECTIVE DATE	FROM 6.00PM – 6.00AM	6.00PM – 6.00PM
Date of lodgement of submission of proposal to IRV for approval	\$21.54	\$43.07
18 <sup>th</sup> August 2008	\$22.18	\$44.37

### 41. CHILDCARE

41.1 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.

### 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 7.6 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. RECREATION LEAVE

43.1 Employees will accrue paid recreation leave as follows:

- (a) **Category A Employees** (other than casual employees) - at the rate of six weeks (228 hours / 30 days) for each twelve months of employment.
- (b) **Category B Employees** (other than casual employees) - at the rate of five weeks (190 hours / 25 days) for each twelve months of employment.
- (c) **Category C Employees** (other than casual employees) - at the rate of four weeks (152 hours / 20 days for employees whose ordinary hours of duty average 76 hours per fortnight) for each twelve months of employment.

43.2 Recreation leave entitlements must be taken by the end of the calendar year following the calendar year in which they accrued. By agreement between the employer and the employee, leave may be deferred beyond that date. Unless otherwise agreed, the employee may be directed to take leave.

43.3 For the purposes of establishing the pro rata leave entitlement of an employee in an uncompleted calendar year, recreation leave will accrue as follows:

- (a) **Category A Employees** - at the rate of 19 hours paid leave for each completed month of service.
- (b) **Category B Employees** - at the rate of 15.83 hours paid leave for each completed month of service.
- (c) **Category C Employees** - at the rate of 12.67 hours paid leave for each completed month of service (one-twelfth of four weeks paid leave for each completed month of service for employees whose ordinary hours of duty do not average 76 hours per fortnight).

43.4 An employee, who, upon retirement, resignation or termination of employment, has an outstanding recreation leave entitlement, will be paid an amount equal to the unused recreation leave entitlement and any unpaid leave loading.

## PARLIAMENTARY OFFICERS AGREEMENT

Any leave loading payable pursuant to this sub-clause 43.4 shall be calculated at the rate of 17.5% and shall be subject to the caps specified in sub-clause 43.7.

- 43.5 If an employee, other than a casual employee, works his or her ordinary hours in accordance with a shiftwork roster, the employee will be entitled to additional recreation leave as follows:
- (a) where his or her rostered time of ordinary duty includes at least ten Sundays during the recreation leave accrual year, an additional one week's recreation leave; or
  - (b) where his or her rostered time of ordinary duty includes less than ten Sundays during the recreation leave accrual year, additional leave at the rate of one-tenth of a working week in respect of each Sunday so rostered.
- 43.6 Subject to sub-clause 43.7, each employee will, in respect of recreation leave taken, be entitled to be paid in addition to his or her salary the greater of the following two amounts:
- (a) an allowance at the rate of 17.5% of the employee's salary for the period of recreation leave credited under clause 43.5; or
  - (b) 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 recreation leave.
- 43.7 The maximum allowance payable under sub-clause 43.6 will not exceed an amount calculated in respect of a salary of the top of Grade 4.
- 43.8 Recreation 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.
- 43.9 An employee may be required by the employer to take leave in the period between Christmas and New Year in the event that the Parliament of Victoria is closed for business during that time.

## 44. PURCHASED LEAVE

- 44.1 Notwithstanding any other provision of this Agreement, an employee may, with the agreement of the employer, work between 44 weeks and 51 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 annual 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)

- 44.2.1 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.
- 44.2.2 The accrual of sick leave and long service leave by the employee shall remain unchanged.
- 44.3 As an alternative to entering into an arrangement under sub-clause 44.1, an employee may request that one or more weeks of his or her recreation leave entitlement each be converted to two weeks leave on half pay.
- 44.4 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.

## **PARLIAMENTARY OFFICERS AGREEMENT**

44.5 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 employees) shall be entitled to the following holidays without loss of pay:

46.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day and Melbourne Cup Day (Melbourne Cup Day only in the Melbourne Metropolitan area).

46.1.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

46.1.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

46.1.4 When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof 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.

46.2.2 Employees who have their place of principal employment in a municipality where Melbourne Cup Day is not observed as a public holiday, or in a municipality where a public holiday is not proclaimed for the observance of local events, will be granted one day's leave in lieu of Melbourne Cup Day, to be taken on a day to be agreed between the employees concerned and the employer.

#### **46.3 Additional 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 An employer and his or her employees 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 An employee may, by agreement with his or her 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 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 employees would have worked had there been no public holiday.

## PARLIAMENTARY OFFICERS AGREEMENT

### 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 LEAVE (SICK LEAVE & CARER'S LEAVE)

- 47.1 The provisions of this clause apply to full-time and part-time employees. Refer to clause 22 for specific entitlements that apply to casual employees.

- 47.2 **Amount of paid personal leave** - Paid personal leave will be available to an employee when they are absent due to:

- 47.2.1 personal illness or injury (sick leave); or

- 47.2.2 for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave)

#### 47.3 Sick Leave

- 47.3.1 A full-time employee will accrue 114 hours cumulative sick leave with pay for each year of employment.

- 47.3.2 Subject to clause 47.3.3, in the case of illness an employee may take up to 38 hours accrued sick leave with pay in each year of employment without having to provide a medical certificate from a registered practitioner or a statutory declaration.

- 47.3.3 Notwithstanding clause 47.3.2, if the period of sick leave referred to in that clause is for a continuous period exceeding 22.8 hours, the employee shall provide a medical certificate from a registered practitioner or a statutory declaration. If the period of sick leave referred to in 47.3.2 is for 22.8 hours or less, the employee may be required by the employer to provide a medical certificate from a registered practitioner or a statutory declaration.

- 47.3.4 An employee shall provide a medical certificate from a registered practitioner for any sick leave absence in excess of 38 hours in each year of employment.

- 47.3.5 For the purposes of this clause, "registered practitioner" means one of the following: Doctor of Medicine; Dentist; Physiotherapist; Chiropractor; Osteopath; Psychologist; Podiatrist; Optometrist or practitioner registered by the Chinese Medicine Registration Board of Victoria.

- 47.3.6 The employer may require that an employee provide a further medical certificate from a registered practitioner for any period of sick leave exceeding 13 weeks.

- 47.3.7 Failure by the employee to provide a medical certificate as required under this clause within a reasonable period of time may render the employee liable to be taken off sick leave with pay.

#### 47.4 Recognised Service for Sick Leave Purposes

- 47.4.1 In sub-clause 47.4.2 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.

- 47.4.2 Subject to sub-clause 47.4.3, the following will be recognised as service with the Parliament of Victoria for sick leave purposes ("Recognised Service"):

- (a) any service with a State or Commonwealth Government Department; or
- (b) any service with an authority of a State or Commonwealth Government Department; or
- (c) any service in the Public Service, the Teaching Service or in
- (d) an authority of a Territory of Australia; or
- (e) any service with a local governing body that is established by or under a law of a State; or
- (f) any service with a body set up by legislation primarily and exclusively to achieve a Government purpose and upon which Government has substantial control or influence beyond the usual level of scrutiny of Government funded bodies.

Provided that such service is only recognised if the body described above recognises for sick leave purposes service with the Parliament of Victoria.

- 47.4.3 Recognised Service does not include any period of service which preceded a continuous gap in approved Recognised Service of greater than 12 months other than:

- (a) an absence of 3 years or less in the nature of retirement occasioned by disability; or
- (b) an absence of 2 years or less which in the opinion of the employer was caused by special circumstances; or

## PARLIAMENTARY OFFICERS AGREEMENT

- 47.4.3.1 during any absence from duty on maternity, paternity/partner or adoption leave without pay; or
- 47.4.3.2 except to the extent (if any) authorised by the employer, during any other absence on leave without pay; or
- 47.4.3.3 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
- 47.4.3.4 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 ground of disability, other than a period not exceeding 12 months during which a pension under section 83(3) of that Act (or similar provision applying to persons on the staff of a declared authority) was paid; or
- 47.4.3.5 from which the employee was dismissed for disciplinary reasons; or
- 47.4.3.6 which preceded the resignation of the employee from the Parliament of Victoria or the public service or the termination of the employee's employment from the Parliament of Victoria or the public service if, on that resignation or termination, the employee received a sum characterised as a voluntary departure incentive or a targeted separation payment that was additional to his or her entitlements under any Act or agreement.

### 47.5 Sick Leave during Recreation Leave

- 47.5.1 Where an employee becomes ill during a period of recreation leave, they may be granted sick leave on production of a medical certificate by a registered practitioner or a statutory declaration.

### 47.6 Return to Work from Personal Accident or Illness

- 47.6.1 The employer will provide flexible employment arrangements to accommodate an employee returning to work from personal accident or serious illness, including the provision of modified or light duties.
- 47.6.2 Where an employee is required to attend medical appointments as part of their rehabilitation program, they may elect to work flexible hours or utilise leave entitlements to cover the period of absence.

### 47.7 Alternative Arrangements for Sick Leave

- 47.7.1 An employee who is absent from work because of illness is not normally able to use leave other than sick leave to cover the period of absence. However, recreation leave or long service leave may be utilised, at the employee's request, in the following circumstances:
  - 47.7.1.1 recreation leave may be granted where an employee has a long-term illness and has exhausted all paid sick leave; and
  - 47.7.1.2 long service leave may be granted where an employee has a long-term illness and has exhausted all paid sick leave and recreation leave.
- 47.7.2 If a registered practitioner reports that the employee is totally and permanently incapacitated, the procedures for invalidity retirement will be followed.

### 47.8 Carer's Leave

- 47.8.1 An employee is entitled to use up to 10 days personal leave, including accrued leave each year to care for members of the employee's immediate family or household who are sick and require care and support or who require care and support due to an unexpected emergency, subject to the conditions set out in this clause.
- 47.8.2 By agreement between an employer and an individual employee, the employee may access an additional amount of his or her accrued personal leave for the purposes set out in clause 47.8.1, beyond the limit set out in 47.8.1. In such circumstances, the employee and the employer shall agree upon the additional amount that may be accessed.
- 47.8.3 Leave granted in accordance with 47.8.1 and 47.8.2 is subject to established notice requirements and evidence requirements for leave taken to care for members of the employee's immediate family or household who are sick and require care and support. When taking leave to care for members of the employee's immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish production of documentation acceptable to the employer or a statutory declaration, stating the nature of the emergency and that such emergency resulted in the person concerned requiring care and support by the employee.
- 47.8.4 For the purposes of this clause, the employee's "immediate family" includes:

## PARLIAMENTARY OFFICERS AGREEMENT

- 47.8.4.1 the employee's spouse (including the employee's former spouse, de facto spouse and 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 bona fide domestic basis, although not legally married to the employee, and
- 47.8.4.2 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 of the employee's spouse or de facto spouse.
- 47.8.5 Where the employee has exhausted all paid personal/sick leave entitlements, they are entitled to unpaid personal leave 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. The employer and employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days per occasion, provided the requirements of 47.8.5 are met.
- 47.8.6 Leave granted in accordance with 47.8.5 is subject to established notice requirements and evidence requirements for leave taken to care for members of the employee's immediate family or household who are sick and require care and support. When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, employees must if required by the employer, establish by production of documentation acceptable to the employer or statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring their care.
- 47.8.7 An employee may elect, with the consent of the employer, 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 hours.

### 47.9 Casual Employees – Caring Responsibilities

- 47.9.1 Casual employees are entitled to be unavailable to attend work or to leave work:
- 47.9.1.1 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; or
- 47.9.1.2 Upon the death in Australia of an immediate family or household member
- 47.9.2 The employer and employee will agree on the period for which the employee will be entitled to be unavailable to attend work. In the absence of agreement, the employee is entitled to not be unavailable to attend work for up to two days per occasion. The casual employee is not entitled to any payment for non-attendance.
- 47.9.3 The employer will require the casual employee to provide satisfactory evidence to support the taking of this leave.
- 47.9.4 The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not to engage a casual employer are otherwise not affected.

## 48. COMPASSIONATE LEAVE

- 48.1 The employee's immediate family includes:
- 48.1.1 the employee's spouse (including the employee's former spouse, de facto spouse and 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 bone fide domestic basis, although not legally married to the employee; and
- 48.1.2 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 spouse.
- 48.2 **Serious illness or death of immediate family member**
- 48.2.1 An employee, other than a casual employee, is entitled to up to two days leave with pay on each occasion of the serious illness or death in Australia of a member of the employee's immediate family or household. An employee does not have an entitlement to compassionate leave under this clause if the leave requested can be granted pursuant to clause 47.8.
- 48.3 **Additional leave**
- 48.3.1 If an employee has exhausted leave under this clause, he or she can access up to two days paid sick leave.
- 48.3.2 If an employee has used all their accrued paid sick leave, the employer may grant up to two days unpaid leave.
- 48.3.3 An employee may be granted leave beyond two days where the employer is satisfied that two days is inadequate in the circumstances.
- 48.3.4 In addition to the other provisions of this clause, employees of Aboriginal or Torres Strait Islander descent may be

## PARLIAMENTARY OFFICERS AGREEMENT

granted leave of up to two days in relation to the death of an extended family member.

### 49. PARENTAL LEAVE

49.1 Subject to the terms of this clause employees are entitled to paid and unpaid maternity, paternity/partner and adoption leave and to work part-time in connection with the birth or adoption of a child.

49.2 The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

49.3 An eligible casual employee means a casual employee:

49.3.1 employed by an employer on a regular and systematic basis for several 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

49.3.2 who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

49.4 For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

49.5 The employer must not fail to re-engage a casual employee because:

49.5.1 the employee or employee's spouse is pregnant; or

49.5.2 the employee is or has been immediately absent on parental leave.

49.6 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.

### 49.7 Definitions

49.7.1 For the purpose of this clause 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 5 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.

49.7.2 For the purposes of this clause, 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.

### 49.8 Basic entitlement

49.8.1 Employees who have, or will have, completed a least twelve months continuous service, 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.

49.8.2 Leave available is summarised at follows:

TYPE OF LEAVE	PAID LEAVE	UNPAID LEAVE	TOTAL COMBINED PAID AND UNPAID LEAVE
Maternity	14 weeks	38 weeks	52 weeks
Paternity/partner	1 week	51 weeks	52 weeks
Adoption - primary care giver	8 weeks	44 weeks	52 weeks
Adoption - secondary care giver	1 week	2 weeks	3 weeks

49.8.3 Subject to clause 49.10, 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:

49.8.3.1 in the case of 1 weeks' paid paternity/partner leave, an employee shall be entitled to a total of 5 days (which need not be taken consecutively) 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 in the case, of short adoption leave for the secondary care give, 1 weeks' paid leave and up to 2 weeks' unpaid leave which may be commenced at the time of placement.

## PARLIAMENTARY OFFICERS AGREEMENT

49.8.4 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 period to which the employee would otherwise be entitled.

### 49.9 Maternity Leave

49.9.1 A female employee must provide notice to the employer in advance of the expected date of commencement of maternity leave. The notice requirements are:

49.9.1.1 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

49.9.1.2 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 49.9.1.1, 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 49.8.2 and unless agreed otherwise between the employer and employee, an employee may commence maternity leave at any time within six 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 stating that she is fit to work on her normal duties. The employer may require the employee to start maternity leave if the employee:

49.9.5.1 does not give the employer the requested certificate within 7 days after the request; or

49.9.5.2 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 Sick 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:

(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 sick leave entitlements in accordance with the relevant clause 47 (personal leave (sick leave) provisions).

(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 49.8.2 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 taken any paid sick leave to which she is entitled and/or unpaid sick leave in accordance with clause 47 (personal leave (sick leave) provisions).

49.10.3 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 Partner/Paternity 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:

49.11.1.1 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

49.11.1.2 written notification of the dates on which he or she proposes to start and finish the period of paternity leave; and

49.11.1.3 a statutory declaration stating:

(a) except in relation to leave taken simultaneously with the child's mother under clause 49.8.3.1 or clause 49.13.1.1, that he or she will take the period of paternity/partner leave to become the primary care-giver of a child;

## PARLIAMENTARY OFFICERS AGREEMENT

- (b) particulars of any period of maternity leave sought or taken by his or her spouse; and
- (c) 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.

49.12.3.1 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

49.12.3.2 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:

49.12.5.1 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;

49.12.5.2 except in relation to leave taken simultaneously with the child's other adoptive parent under clause 49.8.3.1 or clause 49.13.1.1 that the employee is seeking adoption leave to become the primary care-giver of the child;

49.12.5.3 particulars of any period of adoption leave sought or taken by the employee's spouse; and

49.12.5.4 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 a 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 a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer 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 49.8.1 to assist in reconciling work and parental responsibilities may request the employer to allow the employee:

49.13.1.1 to extend the period of simultaneous unpaid parental leave provided for in clause 49.8.3.1 up to a maximum of eight weeks;

49.13.1.2 to extend the period of unpaid parental leave provided for in clause 49.8.1 by a further continuous period of leave not exceeding 12 months;

## PARLIAMENTARY OFFICERS AGREEMENT

- 49.13.1.3 to return from a period of parental leave on a part time basis until the child reaches school age;
- 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 grounds related to the effect on the workplace or the employer's business. Such ground might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 49.13.3 The employee's request and the employer's decision made under clauses 49.13.1.2 and 49.13.1.3 must be recorded in writing.
- 49.13.4 Where an employee wishes to make a request under clause 49.13.1.3, 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 49.8.1 and 49.13.1.2 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.
- 49.15 Parental leave and other entitlements**
- 49.15.1 An employee may in lieu of or in conjunction with parental leave, access any recreation 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.
- 49.16 Transfer to a safe job**
- 49.16.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks 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 employee does not think it to be reasonably practicable to transfer the employee to a safe job, the employee may take paid leave, or the employer may require the employee to take paid leave immediately for a period which ends at the earliest of the either:
- 49.16.2.1 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
- 49.16.2.2 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.
- The entitlement to 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 promoted 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.

## **PARLIAMENTARY OFFICERS AGREEMENT**

### **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:
- 49.19.1.1 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
- 49.19.1.2 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 49.18.1.

### **49.20 Pre-Natal Leave**

- 49.20.1 In addition to the maternity leave and personal leave provisions of this Agreement, an eligible 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.
- 49.20.2 The work unit should be flexible enough to allow such employees the ability to leave work and return on the same day.
- 49.20.3 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.

## **50. INFECTIOUS DISEASE/DANGEROUS MEDICAL CONDITIONS LEAVE**

- 50.1 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.
- 50.2 Where the employer reasonably believes that the employee is in such state of health as to render the employee a danger to other employees, 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 sick leave.

## **51. LEAVE TO ATTEND ALCOHOL & DRUG REHABILITATION PROGRAM**

- 51.1 An employee, other than a casual employee, may be granted leave with or without pay to undertake an approved rehabilitation program where the employer is satisfied that:
- 51.1.1 the employee's work performance is adversely affected by the misuse of drugs or alcohol or problem gambling;
- 51.1.2 the employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with alcohol or drug misuse or gambling problems; and
- 51.1.3 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 or problem gambling and that the employee is suitable for an approved rehabilitation program.
- 51.2 On production of proof of attendance at an approved rehabilitation program in accordance with sub-clause 51.1.3, an employee may be granted leave as follows:
- 51.2.1 An employee who has completed 2 years continuous or aggregate service and who has exhausted all other accrued leave entitlements may be granted leave with pay up to the maximum number of days specified below:

## PARLIAMENTARY OFFICERS AGREEMENT

Completed Years of Service	First Year of Program	Subsequent Years of program
2 years	20 days	15 days
3 years	27 days	20 days
4 years	33 days	25 days
5 or more years	40 days	30 days

51.2.2 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.

### 52. CULTURAL AND CEREMONIAL LEAVE

52.1 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.

52.2 The employer may grant an employee of Aboriginal or Torres Strait Islander descent accrued recreation or other leave to attend Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

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

52.3.1 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

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

52.4 Ceremonial leave granted under this clause 52 is in addition to compassionate leave granted under clause 48.

### 53. LONG SERVICE LEAVE

#### 53.1 Basic Entitlement.

53.1.1 An employee who has ten years of continuous service with the Parliament of Victoria is entitled to the equivalent of three months long service leave with pay.

#### 53.2 Pro-rata access

53.2.1 An employee may access this entitlement, on a pro-rata basis, after an initial 7 years of continuous service.

#### 53.3 Holidays during Leave

53.3.1 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.

#### 53.4 Eligible Period of Service

53.4.1 In sub-clause 53.4, "eligible period of service" in relation to an employee means the period of continuous service between four years and seven years.

53.4.2 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:

53.4.2.1 On account of age or ill health:

- (a) the employee retires or is retired; or
- (b) the employment of the employee is terminated; or

53.4.2.2 the employment of the employee is terminated for any other reason except for serious misconduct or resignation by the employee; or

53.4.2.3 the employee dies.

#### 53.5 Period of Leave

53.5.1 The employer may allow an employee who is entitled to long service leave to take the whole or any part of that leave at half pay for a period equal to twice the period to which the employee would otherwise be entitled.

## PARLIAMENTARY OFFICERS AGREEMENT

### 53.6 Time of Taking Leave

53.6.1 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.

### 53.7 Recognised Service

53.7.1 In clause 53.7.2 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.

53.7.2 Subject to clause 53.7.3, the following will be recognised as service with the Parliament of Victoria for the purposes of long service leave ("Recognised Service"):

53.7.2.1 any service with a State or Commonwealth Government Department; or

53.7.2.2 any service with an authority of a State or Commonwealth Government Department; or

53.7.2.3 any service in the Public Service, the Teaching Service or in an authority of a Territory of Australia; or

53.7.2.4 any service with a local governing body that is established by or under a law of a State; or

53.7.2.5 any service with a body set up by legislation primarily and exclusively to achieve a Government purpose and upon which Government has substantial control or influence beyond the usual level of scrutiny of Government funded bodies.

Provided that such service is only recognised if the body described above recognises for long service leave purposes service with the Parliament of Victoria.

53.7.3 **Service for the purpose of long service leave does not include any period of service** which preceded a continuous gap in approved recognised service of greater than 12 months other than:

(a) an absence of 3 years or less in the nature of retirement occasioned by disability; or

(b) an absence of 2 years or less which in the opinion of the employer was caused by special circumstances; or

53.7.3.1 during any absence from duty on maternity, paternity/partner or adoption leave without pay; or

53.7.3.2 except to the extent (if any) authorised by the employer, during any other absence on leave without pay; or

53.7.3.3 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

53.7.3.4 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 ground of disability, other than a period not exceeding 12 months during which a pension under section 83(3) of that Act (or similar provision applying to persons on the staff of a declared authority) was paid; or

53.7.3.5 from which the employee was dismissed for disciplinary reasons; or

53.7.3.6 which preceded the resignation of the employee from the Parliament of Victoria or the public service or the termination of the employee's employment from the Parliament of Victoria or the public service if, on that resignation or termination, the employee received a sum characterised as a voluntary departure incentive or a targeted separation payment that was additional to his or her entitlements under any Act or agreement.

### 53.8 Payment for Leave

53.8.1 The pay to which an employee is entitled for the period during which long service leave is granted shall:

53.8.1.1 if the leave is granted with full pay, be computed in the same manner as if the employee had remained on duty during that period; or

53.8.1.2 if the leave is granted at half pay, be computed at half the rate the employee would have received had the leave been granted with full pay.

53.8.2 In computing the pay of an employee for or in lieu of long service leave that pay includes:

53.8.2.1 if the employee is receiving salary maintenance, that salary maintenance; and

53.8.2.2 any additional payment payable for a temporary assignment where the assignment has continued for a period of at least 12 months before the commencement of the leave; and

## **PARLIAMENTARY OFFICERS AGREEMENT**

53.8.2.3 any annual allowance payable to the employee which the employer determines should be included, but does not include:

53.8.2.3.1 any payment of overtime, commuted overtime or penalty rates; or

53.8.2.3.2 any traveling or transport allowance; or

53.8.2.3.3 any allowance in the nature of reimbursement of expenditure.

53.9 An employee who has a right to accrued long service leave and who has not taken that leave may, with the approval of the employer, be paid in lieu of that leave or any part of that leave, the money value of the leave or part of the leave, as the case may be.

53.10 Nothing in this clause 53 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.

### **54. DEFENCE FORCE LEAVE**

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

54.2 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.

54.3 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.

54.4 Preservation of prior entitlement

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

### **55. JURY SERVICE LEAVE**

55.1 If any employee is required to appear and serve as a juror under the *Juries Act 2000*, he or she is entitled to leave with pay for the period during which his or her attendance at court is required, subject to the production of satisfactory evidence of such attendance. Any compensation paid to the employee in accordance with the *Juries Act 2000* for serving as a juror during his or her ordinary hours of work must be repaid to the employer, with reasonable expenses actually incurred over and above those which the employee would normally incur being offset against this amount.

### **56. LEAVE FOR BLOOD DONATIONS**

56.1 Leave may be granted to an employee without loss of pay to visit the Red Cross Blood Bank as a donor once every three months.

### **57. LEAVE TO ENGAGE IN EMERGENCY RELIEF ACTIVITIES**

57.1 An employee who is a member of a voluntary emergency relief organisation including, but not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance must be released from normal duty without loss of pay where an emergency situation arises that requires the attendance of the employee.

57.2 An employee who is required to attain qualifications or to requalify to perform activities in an emergency relief organisation 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 department in which the employee is employed.

### **58. LEAVE TO ENGAGE IN VOLUNTARY COMMUNITY ACTIVITIES**

58.1 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:

58.1.1 Mayor or Shire President – up to three hours per week, or where special occasions arise, six hours per fortnight; or

58.1.2 Councillor – up to three hours per fortnight, or where special occasions arise, six hours per month.

## **PARLIAMENTARY OFFICERS AGREEMENT**

- 58.1.3 Provided that, for Category A and B employees, such leave will not normally be granted during the sitting of either house.
- 58.2 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:
- 58.2.1 Chair or President - up to three hours per week, or where special occasions arise, six hours per fortnight; or
- 58.2.2 Committee member - up to three hours per fortnight, or where special occasions arise, six hours per month.
- 58.2.3 Provided that, for Category A and B employees, such leave will not normally be granted during the sitting of either house.

## **59. PARTICIPATION IN SPORTING EVENTS**

- 59.1 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.

## **60. STUDY LEAVE**

- 60.1 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.
- 60.2 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.
- 60.3 The employer may grant additional leave with or without pay as considered necessary.
- 60.4 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 60.1.
- 60.5 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.

## **61. MILITARY SERVICE SICK LEAVE**

- 61.1 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:
- 61.1.1 operational service; or
- 61.1.2 peacekeeping service; or
- 61.1.3 hazardous service
- 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.
- 61.2 Leave under this clause will be cumulative to a maximum of 760 hours.
- 61.3 This leave is in addition to personal leave under clause 47.
- 61.4 The employer may require the employee to provide evidence of the existence of the illness and its relationship to service specified in clause 61.1 from a registered practitioner. For the purpose of this clause the definition of "registered practitioner" will be the same as for clause 47.3.5.
- 61.5 For each period of special leave taken, the employee must satisfy the same evidentiary requirements as specified in clauses 47.3.

## **62. LEAVE WITHOUT PAY**

- 62.1 An employee may be granted leave without pay by the employer for any purpose.
- 62.2 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

### 63. ACCIDENT MAKE-UP PAY

63.1 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 63.2 below, be entitled to accident make-up pay equivalent to his or her normal salary less the amount of weekly compensation payments.

#### 63.2 Payment – maximum entitlement

63.2.1 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, unless employment ceases.

63.2.2 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 when employment ceases or when the benefits payable under the *Accident Compensation Act 1985* cease.

63.2.3 The employer may grant the employee leave without pay where an entitlement to accident make-up pay has ended.

### 64. OCCUPATIONAL HEALTH AND SAFETY AND REHABILITATION

#### 64.1 Objectives

64.1.1 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.

64.1.2 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:

64.1.2.1 identify, assess and control workplace hazards;

64.1.2.2 reduce the incidence and cost of occupational injury and illness; and

64.1.2.3 provide a rehabilitation system for workers affected by occupational injury or illness.

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

#### 64.2 OH&S consultation

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

64.2.1.1 in accordance with the Victorian *Occupational Health & Safety Act 2004*;

64.2.1.2 established in consultation with employees and their HSRs; and

64.2.1.3 consistent with the employer's agreed issue resolution procedures and the rights and functions of HSRs, consistent with the *Occupational Health & Safety Act 2004*;

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

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

#### 64.3 OH&S training

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

64.3.2 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.

64.3.3 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 Victorian WorkCover Authority,

## PARLIAMENTARY OFFICERS AGREEMENT

having regard to course places and the employer's operations. The employer shall meet any reasonable costs incurred. An elected health and safety representative will also be entitled to attend annual refresher training and other OH&S training which is relevant to the functions of the designated work group.

### 64.4 Designated Work Groups

- 64.4.1 The employer will review the Designated Work Groups (DWGs), and negotiate revised DWGs where appropriate, through workplace/management consultative structures.
- 64.4.2 The employer will establish instructions for the conduct of the reviews of DWGs at the local level.
- 64.4.3 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.
- 64.4.4 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.
- 64.4.5 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. The register will be maintained by the employer from information provided on a quarterly basis.

### 64.5 Bullying and violence at work

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

### 64.6 Staff support & debriefing

- 64.6.1 The employer will provide staff 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 staff experiencing normal distress following a critical incident with the aim of returning staff to their pre-incident level of functioning as soon as possible.
- 64.6.2 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.
- 64.6.3 Critical incidents in the workplace environment include, but are not limited to:
  - (a) aggravated assaults;
  - (b) robbery;
  - (c) suicide or attempted suicide;
  - (d) murder;
  - (e) sudden or unexpected death;
  - (f) hostage or siege situations;
  - (g) discharge of firearms;
  - (h) vehicle accidents involving injury and/or substantial property damage;
  - (i) acts of self harm by persons in the care of others;
  - (j) industrial accidents involving serious injury or fatality; and
  - (k) any other serious accidents or incidents.
- 64.6.4 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.
- 64.6.5 All employees working in a noisy environment shall be given access to 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.

## **PARLIAMENTARY OFFICERS AGREEMENT**

64.6.6 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.

### **65. FACILITIES, EQUIPMENT AND ACCOMMODATION**

65.1 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.

65.2 The employer shall provide, in readily accessible locations, first aid equipment adequate for the nature of the employee's duties.

### **66. WORKPLACE SECURITY**

66.1 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.

66.2 The employer will conduct an annual review of security provisions.

### **67. EMERGENCY AND INCIDENT PROCEDURES**

67.1 The employer will:

67.1.1 provide all relevant employees with training in incident and emergency procedures, including for bomb threats, fire, physical threats and handling aggressive or difficult persons;

67.1.2 carry out emergency evacuation procedures in all areas at least annually;

67.1.3 conduct an annual review of incident and emergency procedures; and

67.1.4 obtain a three-yearly independent, external assessment of incident and emergency procedures.

### **68. TRANSPORT AND TRAVEL**

68.1 All employees will be provided with appropriate forms of transport necessary to perform their duties during working hours.

68.2 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 68.1.

68.3 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.

68.4 The employer agrees to follow the Public Sector Overseas and Domestic Travel policy and Guidelines as amended from time to time.

### **69. EMPLOYEE ASSISTANCE PROGRAM**

69.1 The employer agrees to continue to provide an Employee Assistance Program.

# PARLIAMENTARY OFFICERS AGREEMENT

## PART 7 – TRAINING AND DEVELOPMENT

### 70. LEARNING AND CAREER DEVELOPMENT

- 70.1 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 staff, the capacities of the organisation and a positive workplace culture to ensure the organisation achieves its aims and objectives
- 70.2 Learning and Development opportunities available to staff may include, but are not limited to the following:
- 70.2.1 clarifying job tasks and responsibilities;
  - 70.2.2 development of employee capabilities to meet the objectives of the organisation;
  - 70.2.3 technical skills;
  - 70.2.4 improved skills in use of information technology to ensure maximum use of the capability of systems and equipment; and
  - 70.2.5 assisting employees to progress their career and personal goals.
- 70.3 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.

PARLIAMENTARY OFFICERS AGREEMENT

Page 3

PARLIAMENTARY OFFICERS AGREEMENT

SIGNED for and on behalf of CPSU, THE COMMUNITY AND PUBLIC SECTOR UNION by its authorised officer

Karen Batt

Signature

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

In the presence of:

N. Hays

Witness Signature

NICOLE KEPERT

Name of Witness (Print)

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

Ray Purdey

Signature

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

In the presence of:

Naomi Clifford

Witness Signature

NAOMI CLIFFORD

Name of Witness (Print)

Wayne Tunnecliffe

Signature

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

In the presence of:

Naomi Clifford

Witness Signature

NAOMI CLIFFORD

Name of Witness (Print)

Dr Stephen O'Kane

Signature

DR STEPHEN O'KANE (or representative)  
SECRETARY OF THE DEPARTMENT OF PARLIAMENTARY SERVICES (or representative)

In the presence of:

Siuzie Ludden

Witness Signature

Siuzie Ludden

Name of Witness (Print)