



## **MEMBERS OF STATE PARLIAMENT STAFF**

### **CPSU WORKPLACE AGREEMENT CLAIM**

#### **1 UNION COLLECTIVE AGREEMENT**

Comprehensive union collective agreement under Part 8 of the Workplace Relations Act to be binding on CPSU and Employer

#### **2 CONSULTATION AND IMPLEMENTATION OF CHANGE**

- 2.1 Employer to consult with affected Employees, and their nominated industrial representatives about the introduction of new technology or changes to existing work practices of Employees.
- 2.2 Affected employees and the Employee's nominated representative may submit alternative proposal.
- 2.3 A consultative committee will be established.

#### **3 DISPUTES SETTLEMENT PROCEDURE**

Dispute settlement procedure, incorporating;

- 3.1 Workplace level dispute resolution; and
- 3.2 Referral of matters to the AIRC with the power to settle matters by conciliation, and arbitration.

#### **4 WORKLOAD**

Workload allocation to have regard to Employee's having a balance between their professional and family life; including

- 4.1 Consideration of the Employee's hours of work, health, safety and welfare.
- 4.2 Work not to be allocated that routinely requires work to be undertaken beyond an Employee's ordinary hours of work
- 4.3 Review of workload where Employees concerned
- 4.4 In full compensation for overtime worked, Employees, other than casual Employees, shall be entitled to an allowance of 5% of annual salary paid for all purposes (this payment shall be on a pro rata basis in the course of an Employee's normal pay cycle)

#### **5 BASIS OF EMPLOYMENT**

Employees may be employed on:

- 5.1 an ongoing basis which may include part time employment

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5.2 a fixed term basis; or

5.3 a casual basis.

**6 PROBATIONARY PERIOD - NEW EMPLOYEE**

6.1 The Employer may appoint a new Employee on a probationary basis.

6.2 Period of probation shall be no more than 3 months.

**7 PART-TIME EMPLOYMENT**

7.1 Part-time employment may be worked by agreement with the Employer.

7.2 Pro rata basis entitlements for part time work.

**8 CASUAL EMPLOYMENT**

8.1 Casual employment will be for not less than 3 consecutive hours in any day worked.

8.2 Agreement applies to casual Employees unless expressly excluded

8.3 Casual employees will receive a loading of 25% in addition to the applicable hourly rate of pay as compensation in lieu of the following benefits:

- public holidays;
- recreation leave and recreation leave loading;
- sick leave;
- paid parental leave;
- compassionate leave;
- carer's leave;
- jury service;
- defence reserve leave; and
- accident make-up pay.

**9 FIXED TERM EMPLOYMENT**

9.1 Fixed term contract positions will not be for the purpose of undermining the job security or conditions of full-time ongoing Employees.

9.2 Fixed term appointments shall be for a maximum of three years

**10 TERMINATION OF EMPLOYMENT**

**10.1 Employer must give to the Employee the following notice period:**

10.2 Four weeks notice in writing and Employees over 45 years of age are entitled to an additional week's notice.

10.3 Payment in lieu of the notice.

10.4 Employee may resign at any time by giving the following period of written notice to the Employer: 4 weeks notice or a lesser period as may be agreed by the Member.

10.5 Abandonment of employment only if Employee is absent for more than 20 working days without explanation:

**11 COMPULSORY TERMINATION**

(a) four weeks after the death or resignation of the Member; or

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(b) four weeks after the date of the election in all other cases

**12 TERMINATION PAY**

Length of Continuous Service	Termination Pay
Less than one year	Four weeks
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	Twelve weeks
Five years or more but less than six years	Fourteen weeks
Six years or more but less than seven years	Sixteen weeks
Seven years or more	Eighteen weeks, plus an additional two weeks for every completed year of service in excess of seven years, up to a maximum of fifty-two weeks.

**13 CAREER TRANSITION PAYMENT**

An Employee shall be entitled to a payment of up to \$750 for career transition counselling, training or financial advice.

**14 COSTS OF EMPLOYMENT RELATED LEGAL PROCEEDINGS**

Employer must meet the Employee's reasonable legal costs relating to appearance at or representation before the Coroner's Court, or other court proceedings where performing duties.

**15 HOME BASED WORK**

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

**16 DISCIPLINE**

**16.1** The Employer tell the Employee the purpose of any meeting dealing with alleged breaches of discipline

**16.2** Employee to be provide with copy of the formal disciplinary process to be followed

**16.3** Employee must have the opportunity to provide details of any mitigating circumstances.

**16.4** Employee entitled to representation at all stages of the process

**17 CLASSIFICATIONS AND SALARY**

Classification structure

Remove Salary subdivisions 1-3 and add 3 new Salary Subdivisions at the top of the scale.

The rates represented below do not take into account salary increases payable in the new Agreement.

1	\$49,708
2	\$51,290
3	\$52,621
4	\$53,972
5	\$55,441

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6	\$58,372
7	\$59,761
8	\$61,000
9	\$63,000
10	\$65,000

The parties will review the Classification structure in the first 12 months of the Agreement with a view to implementing a new structure based on work value principles.

**18 COMMENCEMENT LEVEL**

- (a) Staff with previous paid experience as an Electorate Officer, Member of Parliament, ministerial staff or other relevant experience, can be appointed up to Salary subdivision 10.
- (b) Staff who have previously been employed as a Victorian Electorate Officer, will be reappointed at no less than their exit salary subdivision
- (c) Professional qualifications, relevant training and a second language will be considered in determining commencement salary. Depending on the skills and qualification, an Electorate Officer may be appointed up to Salary subdivision 10.

**19 INCREMENTAL PROGRESSION**

**20 RELATIONSHIP WITH FEDERAL ELECTORATE OFFICERS' CONDITIONS**

- 20.1** When the salaries of Federal Electorate Officers are increased, the salaries of Employees shall be increased by the same quantum as the increases applicable to Federal Electorate Officers.
- 20.2** The terms and conditions of Employees under this Agreement will broadly reflect the terms and conditions of employment of Federal Electorate Officers.

**21 PAYMENT OF SALARIES**

All payments must be paid by the Employer by fortnightly

**22 TRAINEESHIPS**

- 22.1** Trainees/Apprentices will be engaged in accordance with the terms of the Memorandum of Understanding reached between the Victorian Government and the Victorian Trades Hall Council for the Government Youth Employment Scheme as set out at **Appendix #**.

**23 SALARY PACKAGING**

An Employee may enter into a salary packaging arrangement

**24 ALLOWANCES – WORK OR CONDITIONS**

**24.1 First aid allowance**

**25 ALLOWANCES - REIMBURSEMENT OF EXPENSES**

- (a) Employer must reimburse work related expenses
- (b) Employer shall meet all reasonable transport costs incurred by the Employee in the course of their duties (ATO rates will apply for use of Employee's own vehicle)

**26 SUPERANNUATION**

- 26.1** 12% Employer contribution

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**26.2** Salary sacrifice option

**26.3** Employee choice of fund

**26.4** Default fund

**PART 6 – HOURS OF WORK AND RELATED MATTERS**

**27 HOURS OF WORK**

**27.1** Average 76, to be worked over an average of no more than 10 days per fortnight.

**27.2** Flexible arrangement of hours of work: by agreement

**27.3** Ordinary hours of work between 8.00am and 6.00pm on any weekday

**27.4** Ordinary hours of work do not include Saturdays, Sundays or Public Holidays.

**27.5** Ability to accrue hours for day(s) off

Introduction of a 19-day month

**32 OVERTIME**

**32.1 Time in lieu of payment to accrue at overtime rate**

**32.1.1** An Employee who is required to work a substantial amount of time in excess of ordinary hours and who, in the opinion of their Member, has not been adequately rewarded by provisions contained in the Workload and Recreation leave clauses, will be provided up to 5 extra days in lieu per annum.

**33 MEAL/REST BREAKS**

**33.1** The Employer will grant meal and rest breaks at times suitable to operational requirements, taking into account the wishes of the Employee.

**34 CHILDCARE**

Employee will be reimbursed for reasonable childcare expenses incurred for out of hours work.

**35 RECREATION LEAVE**

**35.1** Six weeks (incorporates an additional 5-day's leave per annum by way of compensation for overtime)

**35.2** 17.5% Recreation leave allowance or rostered loading (for shift workers)

**36 PURCHASED LEAVE**

**36.1** Between 44 weeks and 51 weeks per year.

**37 INFECTIOUS DISEASES/DANGEROUS MEDICAL CONDITIONS**

**37.1** Additional paid leave to cover infectious diseases/dangerous medical conditions.

**38 PUBLIC HOLIDAYS**

- New Year's Day,

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- Australia Day,
- Labour Day
- Good Friday,
- Easter Saturday,
- Easter Monday,
- Anzac Day,
- Queen's Birthday,
- Melbourne Cup Day or substitute day in non Metropolitan area.
- Christmas Day,
- Boxing Day,

**38.1** Substitute days when Christmas Day, Boxing Day, New Year's Day or Australia Day fall on a Saturday or a Sunday.

**39 SICK LEAVE**

**39.1** 15 days cumulative sick leave with pay for each year of employment.

**39.2** 38 hours accrued sick leave without medical certificate or a statutory declaration.

**40 CARER'S LEAVE**

10 days in any 12 month period.

**41 COMPASSIONATE/BEREAVEMENT LEAVE**

3 days leave with pay per year because of the serious illness or death of a member of the Employee's immediate family or household.

**42 PARENTAL LEAVE**

**42.1** 26 weeks paid maternity leave

**42.2** 2 weeks paid paternity leave

**42.3** 26 weeks paid adoption leave

**42.4** 26 weeks paid special maternity leave

**42.5** Right to request part time employment on return to work

**42.6** Permanent Care Leave

**42.7** Pre-Natal Leave

**42.8** Paid parental leave may be taken at half-pay

**43 LEAVE TO ATTEND ALCOHOL & DRUG REHABILITATION PROGRAM**

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Additional paid sick leave for participation in approved programs

**44 CULTURAL & CEREMONIAL LEAVE**

Paid leave for cultural and ceremonial purposes.

**45 LONG SERVICE LEAVE**

**45.1** three months long service leave with pay for each period of ten years of continuous service

**45.2** Pro-rata access an initial 7 years of continuous service.

**46 EXTENDED LEAVE SCHEME**

Purchased leave arrangement to be available by agreement between Employer and Employee

**47 DEFENCE RESERVE LEAVE**

Paid leave and salary make up pay for defence force reservists

**48 JURY SERVICE**

Paid leave and make up pay for jury service

**49 LEAVE FOR BLOOD DONATIONS**

Paid leave to enable Employee to donate blood.

**50 LEAVE TO ENGAGE IN EMERGENCY RELIEF ACTIVITIES**

Paid leave for members of organisations engaged in emergency relief activities

**51 LEAVE TO ENGAGE IN VOLUNTARY COMMUNITY ACTIVITIES**

Paid leave for Employees to participate in voluntary community activities

**52 PARTICIPATION IN SPORTING EVENTS**

Paid leave to participate in sporting events

**53 STUDY LEAVE**

Paid leave for study, field trips, and examinations

**54 MILITARY SERVICE SICK LEAVE**

Additional paid sick leave for injuries, illness caused by military service

**55 LEAVE WITHOUT PAY**

**56 EMPLOYEES NOMINATING FOR ELECTION**

**57 TEMPORARY TRANSFER BETWEEN WORK LOCATIONS**

**57.1** Usual place of work to be determined

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**57.2** Excess travelling time when temporarily required to undertake duties at a location other usual place of work.

**58 PERMANENT RELOCATION OF USUAL PLACE OF WORK**

Compensation payable on relocation of workplace.

**59 ACCIDENT MAKE-UP PAY**

52 weeks, or an aggregate of 261 working days, unless employment ceases.

**60 OCCUPATIONAL HEALTH AND SAFETY AND REHABILITATION**

**60.1 OH&S consultation**

**60.2 OH&S training**

**60.3 Designated Work Groups**

**60.4 Bullying and violence at work**

**60.5 Staff support & debriefing**

**61 INDUSTRIAL RELATIONS/OCCUPATIONAL HEALTH AND SAFETY TRAINING**

**62 FACILITIES, EQUIPMENT AND ACCOMMODATION - GENERAL**

**63 PROTECTION AND FACILITIES FOR ACCREDITED CPSU REPRESENTATIVES**